

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2024**

Issued: October 24, 2024
Reissued: October 29, 2024
Work Session: October 29, 2024
Legislative Day No.20: November 4, 2024

*The accompanying notes are
compiled from unaudited
information provided by
the Administration and
other sources.*



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

November 4, 2024

NOTES TO THE AGENDA

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**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2024, LEGISLATIVE DAY NO. 20
NOVEMBER 4, 2024 6:00 P.M.**

**CEB = CURRENT EXPENSE BUDGET
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE**

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CALL OF BILLS FOR FINAL READING AND VOTE

CHERYL RILL, CIRCUIT COURT

KEVIN LEDFORD, ADMINISTRATIVE LEAD, CIRCUIT COURT

1 Bill 78-24 – Mr. Patoka(By Req.) – CEB – Administrative Office of the Courts – Security Administration

GRETCHEN YINGLING, BUREAU CHIEF, FIRE DEPARTMENT

4 Bill 79-24 – Mr. Patoka(By Req.) – CEB – FEMA – Fire Prevention and Safety Grant

COUNCIL

7 Bill 80-24 – Councilmembers Patoka & Ertel – Zoning Regs. - Office Buildings in the Residential-Office (R-O) Zone

9 Bill 81-24 – Mr. Kach – Zoning Regs. – Converted Builder Show House

BILLS FOR FIRST CONSIDERATION

MAJOR PAUL BOROWSKI, POLICE DEPARTMENT

11 Bill 82-24 – Mr. Patoka(By Req.) – CEB – Recruitment And Retention Grant

APPROVAL OF FISCAL MATTERS/CONTRACTS

BOB SMITH, DIRECTOR, DEPARTMENT OF RECREATION AND PARKS

14 1. Purchase Order – Sivels Transportation, Inc. – Transportation services – recreation programs & events

WALT PESTERFIELD, DIRECTOR, DEPARTMENT OF CORRECTIONS

17 2. Contract – Aramark Correctional Services, LLC – Meals & food services

SONIA ALCANTARA-ANTOINE, BALTIMORE COUNTY PUBLIC LIBRARY

21 3. Lease – W-Arc Professional Building, LLC – 6660 Security Square Boulevard – Temporary location – Woodlawn Library

DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT

25 4. Amendment to Contract – Fidelity Engineering, LLC d/b/a Fidelity Power Systems-Maintenance of generators

29 5. Amendment to Contract – Building Concepts, LLC – Concrete/masonry services – COVID Memorial at Lake Roland Park

COLLEEN MAHONY, DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

33 6. Contract – Urban Design Ventures, LLC – Production of FY25 – FY29 Consolidated Plan – US Dept. of HUD

APPROVAL OF FISCAL MATTERS/CONTRACTS (continued)

LAWRENCE RICHARDSON, DEPUTY DIRECTOR, DEPARTMENT OF HEALTH & HUMAN SERVICES

- 36 7. Contract - Greater Baltimore Medical Center – Forensic medical examinations – Child Advocacy Center
40 8. Contract – DMC Empowering Health Services, LLC – Mental health consultations

D'ANDREA WALKER, COUNTY ADMINISTRATIVE OFFICER, ADMINISTRATION

- 43 9. 2nd Amendment to Contract – Law offices of Lisa M. Harris, LLC d/b/a Harris Jones & Malone, LLC – Labor negotiation services

JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW

- 48 10. Contract – Scates Legal Group, LLC & Law Office of Robyn C. Scates, LLC – Advisory Legal services – Pending legislation

MISCELLANEOUS BUSINESS

COUNCIL

- 53 1. Correspondence - (a) (3) - Non-Competitive Awards (October 7, 2024)
2. Appointment – Mr. Patoka(By Req.) – Baltimore County Property Tax Assessment Appeals Board – Mark Miller
3. Appointment – Mr. Patoka(By Req.) – Fair Election Fund Commission - Annie Conderacci

Fiscal Note

Bill 78-24 (Supplemental Appropriation)

Council District(s) 6

Mr. Patoka (By Req.)

Circuit Court

Administrative Office of the Courts – Security Administration

The Administration is requesting a supplemental appropriation of State funds totaling \$42,161 to the Administrative Office of the Courts – Security Administration Gifts and Grants Fund program for security upgrades and safety equipment for the Circuit Court Building. See Exhibit A.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Appropriation
County	--	--	--
State ⁽¹⁾	\$ 42,161	--	\$ 42,161
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 42,161</u>	<u>--</u>	<u>\$ 42,161</u>

⁽¹⁾ Maryland Judiciary, Administrative Office of the Courts (AOC). No County matching funds are required.

Analysis

The Circuit Court advised that the proposed \$42,161 supplemental appropriation will be used for badge access readers (\$28,001) for the Circuit Court building and bullet resistant barriers/shields (\$14,160) for security officers who work in the Circuit Court. Property Management advised that the badge access readers were purchased and installed in August 2024. The Office of Budget and Finance advised that upon approval, the supplemental appropriation will enable the Circuit Court's Gifts & Grants Fund program to reimburse the County's capital budget for these expenses.

The grant period is June 7, 2024 through June 30, 2025 with two optional one-year extensions at the sole discretion of the AOC. No County matching funds are required.

With the affirmative vote of five members of the County Council, Bill 78-24 will take effect November 17, 2024.

EXECUTIVE SUMMARY

The Administrative Office of the Courts has awarded Baltimore County Circuit Court \$42,161 to make security upgrades to the Circuit Court building and purchase safety equipment for security officers who work in the Circuit Court.

The Administrative Office of the Courts (AOC) Security Administration issued a request of Scope of Work to Courts throughout Maryland to provide assistance for the purchase of security items from a pre-established list. Equipment and related services would be purchased in accordance with procurement policies of that County that is a party to a Memorandum of Understanding.

The Circuit Court requested badge scanner readers/access control system and Bullet Resistant Barriers totaling the sum of \$42,161. This figure was produced from quotes provided by County approved vendors.

The AOC awarded the total funds requested for the purchase of the equipment and provided the MOU for County review. The MOU was reviewed by the Circuit Court Administration, Circuit Court Clerk's Office, County Executive's Office, Property Management, and County Attorney's Office.

The AOC has produced a Purchase Order in the amount of \$42,161 to encumber and make available the appropriate funds. Upon completion of the purchase of these goods, the Circuit Court will invoice the AOC for complete reimbursement to the County.

Prepared by: Circuit Court

Bill 79-24 (Supplemental Appropriation)

Council District(s) All

Mr. Patoka (By Req.)

Fire Department

FEMA – Fire Prevention and Safety Grant

The Administration is requesting a supplemental appropriation of federal and Local Share program funds totaling \$105,250 to the FEMA – Fire Prevention and Safety Grant Gifts and Grants Fund program. The Department advised that the funds will be used to reestablish the County’s smoke detector program, which ceased during the COVID-19 pandemic; the program provides free combination carbon monoxide/smoke detectors, standard smoke detectors, and fire safety information to County residents, with a focus on lower-income neighborhoods. See Exhibit A.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Appropriation
County ⁽¹⁾	\$ 5,012	\$ 7,633	\$ 12,645
State	--	--	--
Federal ⁽²⁾	100,238	152,666	252,904
Other	--	--	--
Total	<u>\$ 105,250</u> ⁽³⁾	<u>\$ 160,299</u> ⁽⁴⁾	<u>\$ 265,549</u>

- ⁽¹⁾ The County is required to provide a 5% match. The Office of Budget and Finance advised that the matching requirement will be met through the FY 2025 Local Share program budget.
- ⁽²⁾ U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) funds.
- ⁽³⁾ The County received a total award of \$127,533 in federal funds to be utilized over a 2-year period, together with the 5% (\$6,377) County match, for a total budget of \$133,910; this bill appropriates the first year of federal funding and the first-year County match.
- ⁽⁴⁾ Current appropriation related to a Community Risk Reduction Specialist position.

Analysis

The Department advised that the proposed grant funds, together with County matching funds, will be used to reestablish the County's smoke detector program, which ceased during the COVID-19 pandemic; the program offers free combination carbon monoxide alarms, standard fire alarms, and fire safety information to County residents. The Department advised that while there are no minimum income or eligibility requirements, its outreach efforts, including neighborhood canvassing, will target lower-income neighborhoods. The Department estimates that 1,500 residents will be served during the first year of the 2-year program.

The County received a total award of \$127,533 in federal funds to be utilized over a 2-year period; the County is required to provide a 5% match (\$6,377), for a total budget of \$133,910. Bill 79-24 appropriates the first year of funding (\$100,238) with the County's first-year matching requirement (\$5,012). The grant period is September 17, 2024 through September 16, 2026. The Office of Budget and Finance advised that the matching requirement will be met through the County's Local Share program budget.

With the affirmative vote of five members of the County Council, Bill 79-24 will take effect November 17, 2024.

Executive Summary

SUPP-FIR-2024-1322
Baltimore County Fire Department
Fire Prevention and Safety (FPS) Federal Grant Award EMW-2023-FP-00879/matching grant
200-CC160000-GR-2086- \$133,909.89

Baltimore County Fire Department is requesting an amendment for the 2025 Current Expense Budget by appropriating \$105,250.00 which includes \$5,011.90 of matching funds, to the Gifts and Grants Special Revenue Fund monies derived from federal funds made available to Baltimore County through the Fire Prevention and Safety (FPS) grant from the Department of Homeland Security, Federal Emergency Management Agency (FEMA). Matching funds are derived from Local Shares (RC45200, RC45210). FEMA has made an award of federal funds available to the Baltimore County Fire Department to be used to reestablish the smoke detector program which ceased with COVID19.

This program offers free combination carbon monoxide (CO2) alarms and standard fire alarms to Baltimore County residents. There are no minimum income or eligibility requirements. Our outreach efforts, including neighborhood canvassing, are targeted at our lower income neighborhoods as our research has shown that they are the most likely to not have working smoke detectors in the home and have financial barriers to purchasing them. This will allow all residents to have access to functioning fire alarms in their homes in order to bring their homes up to the established Fire Marshal code and Md State requirement.

Educational information to be included with the smoke detector distribution program will be relayed verbally at the time of installation, distributed literature focusing on smoke and carbon monoxide detectors and fire safety, and contact information for our Community Risk Reduction office and website for additional assistance or resources. Educational information is also shared frequently on social media.

The grant period is September 17, 2024 through September 16, 2026. The appropriation is a split funding opportunity with a 95%- FEMA/5% County matching award. The total award is in the amount of \$133,909.89, comprised of federal funds matching 95% in the amount of \$127,533.22 with a matching cost to Baltimore County of \$6,376.67 for 2 years.

Prepared by: Fire Department

Councilmembers Patoka & Ertel

Zoning Regs. – Office Buildings in the Residential-Office (R-O) Zone

Bill 80-24 repeals restrictions for Class B office buildings in the Residential-Office (R-O) Zone relating to medical offices. The bill also establishes alternative minimum yard setbacks for certain uses in the R-O Zone and sets certain standards for bulk regulation and landscaping modifications by the Office of Administrative Hearings. Last, the bill repeals obsolete references to the County Review Group.

The R-O Zone was created in 1980 to allow for office use on properties where residential use was not feasible because of adjacent commercial activity or heavy commercial traffic but where higher intensity zoning might not be appropriate because of nearby residential properties. R-O zoning limited the total amount of medical office use allowed within a building and otherwise restricted development or use of R-O zoned properties. Specifically, no more than 25% of the total adjusted gross floor area of a Class B office building permitted by special exception could contain medical offices, unless it had: a floor area ratio of 0.2 or less; a documented site plan and special exception issued prior to 1988; and met certain parking requirements.

In addition to repealing the use restrictions, Bill 80-24 reduces the minimum rear yard setback to 10 feet. However, the current 30-foot setback will still apply if the adjoining property is predominantly zoned Density Residential (D.R.), Resource Conservation (R.C.), or Residential, Apartment, Elevator (R.A.E.), or if the adjoining property is predominantly residentially used. The bill also amends the landscape requirements to waive the buffers for stormwater management, parking, or dumpster areas where there are two Class B office buildings adjoining each other and one is in the R-O Zone. Last, the bill states that for a Class B office building in the R-O Zone, after a request for public hearing pursuant to Section 500.7 of the Zoning Regulations, the Office of Administrative Hearings may approve modifications from the bulk regulations and landscape requirements upon demonstration that approval of the modifications will not have an adverse impact on the owners of adjoining properties.

The office market has changed significantly since 1980, including the onset of the COVID-19 global pandemic and the corresponding implementation of technology to facilitate the prevalence

of working remotely outside of a traditional office setting, which has severely reduced the demand for traditional office space, including those traditionally smaller office settings that often exist in the R-O Zone. By eliminating the restriction on medical offices and making other changes to the regulations applicable to the R-O Zone, the Council intends to broaden the pool of potential tenants that can more readily occupy office buildings in the R-O Zone, in an effort to revitalize the County's main corridors.

With the affirmative vote of five members of the County Council, Bill 80-24 will take effect 14 days after its enactment.

Mr. Kach

Zoning Regs. – Converted Builder Show House

Bill 81-24 defines a converted builder show house, permits the use in the Density Residential (D.R.) 3.5 Zone, and sets special regulations for the use. The bill also sets the minimum number of off-street parking spaces for a converted builder show house and permits signage.

Background

The York Road corridor north of I-695 has increasingly become a commercialized area. This is particularly true for the section of York Road from Lutherville to Hunt Valley. Historically, not all uses along this corridor have been commercial, and the corridor is improved with structures that have been used for single family residential purposes. Many of these structures that are residential in character have been converted over the years into various types of commercial uses, often following rezoning of the properties to facilitate commercial use.

Notwithstanding the conversion of many of these structures, there remain limited properties along the corridor that retain residential zoning (D.R.), despite the growing commercialization of this corridor. Some of these limited remaining residentially-zoned properties have become increasingly difficult to sustain in residential use, particularly where they are adjacent to properties that are commercially zoned or converted from residential to commercial use.

When property owners no longer occupy the residences and have difficulty selling them for residential use, the resulting vacancies could become detrimental to nearby property owners. This is inconsistent with the public's interest in maintaining quality conditions along the York Road corridor. Appropriately expanding the permitted uses of these residentially-zoned properties along the York Road corridor – particularly when these properties are already in close proximity to a commercial zone – may facilitate investment and revitalization of said properties and structures, which would further the interest of nearby property owners and the public at large.

Converted Builder Show House

A converted builder show house is defined as a property that is improved by a structure that was used as a dwelling that is converted into an office and show room for the purpose of showing,

displaying, and selling the work of and materials offered by a commercial or residential builder or remodeler. A converted builder show house is permitted in D.R. 3.5 zones, provided the property is located adjacent to York Road, north of I-695, and within 100 feet of property that is zoned Business Major (B.M.).

A converted builder show house may only be open from 7:00 a.m. to 7:00 p.m. The minimum lot size for a converted builder show house is 1 acre, and the minimum number of off-street parking spaces is 3.3 per 1,000 feet of gross floor area. The parking of a truck that exceeds a gross vehicle weight of 16,000 pounds is not permitted.

The Baltimore County Landscape Architect shall review and approve a photometric lighting plan for compliance with applicable laws and regulations prior to issuance of a use and occupancy permit for a converted builder show house. Also, individual lighting fixtures within parking areas shall: only consist of down-light bollard-style fixtures; not exceed 5 feet in height; not exceed 2,000 lumens; and not operate from 8:00 p.m. to 7:00 a.m.

Last, a converted builder show house may erect a wall-mounted projecting enterprise sign with a maximum area of 8 square feet and may also have a 15-square-foot freestanding sign 6 feet high if on a principal arterial adjoining wall and facing non-residentially zoned property.

With the affirmative vote of five members of the County Council, Bill 81-24 will take effect 14 days after its enactment.

Bill 82-24 (Supplemental Appropriation)

Council District(s) All

Mr. Patoka (By Req.)

Police Department

Recruitment and Retention Grant

The Administration is requesting a supplemental appropriation of State funds totaling \$7,859 to the Recruitment and Retention Grant Gifts and Grants Fund program to increase the amount appropriated to the actual amount of the grant award. The Department advised that the funds will be used for advertising to recruit sworn officers. See Exhibit A.

Fiscal Summary

<u>Funding Source</u>	<u>Supplemental Appropriation</u>	<u>Current Appropriation</u>	<u>Total Appropriation</u>
County	--	--	--
State ⁽¹⁾	\$ 7,859	\$ 100,000	\$ 107,859
Federal	--	--	--
Other	--	--	--
Total	\$ 7,859	\$ 100,000	\$ 107,859

⁽¹⁾ Governor’s Office of Crime Prevention and Policy. No County matching funds are required.

Analysis

The Department advised that the purpose of the Recruitment and Retention program is to help increase recruitment, selection, and retention of qualified sworn police officers with a diversity of backgrounds, knowledge, and experiences to ensure adequate staffing to maintain safety in the County. The Department further advised that the program supports recruitment advertising, events, and bonuses as well as retention initiatives (e.g., teambuilding events).

The Department advised that the proposed \$7,859 supplemental appropriation will be used for advertising to recruit sworn officers.

The FY 2025 Adopted Operating Budget included a \$100,000 appropriation to the Recruitment and Retention Grant Gifts and Grants Fund Program based on the estimated amount of the grant award at the time the Department submitted its budget request to the Office of Budget and Finance. Accordingly, this bill appropriates the additional \$7,859 to the program, increasing the total appropriation to the actual \$107,859 grant award.

The grant period is July 1, 2024 through June 30, 2025. The Department advised that no County matching funds are required.

With the affirmative vote of five members of the County Council, Bill 82-24 will take effect December 1, 2024.

Executive Summary

A grant award of \$107,859 has been received by the Baltimore County Police Department from the Governor's Office of Crime Prevention and Policy, exceeding the approved Fiscal 2025 appropriation of \$100,000 by \$7,859. This request is for Council's approval to accept and appropriate the additional \$7,859 in funding.

The grant helps to increase recruitment, selection, and retention of qualified sworn police officers with a diversity of backgrounds, knowledge, and experiences to ensure adequate staffing to maintain safety in Baltimore County. The program supports recruitment advertising, events, and bonuses as well as retention initiatives, including teambuilding events.

Prepared by: Police Department

FM-1 (Purchase Order)

Council District(s) All

Department of Recreation and Parks

Transportation Services – Recreation Programs & Events

The Administration is requesting retroactive approval of a series of purchases from Sivels Transportation, Inc. for bus transportation to field trip locations for youth participating in the Department’s 2024 summer camps and programs. The Department advised that the retroactive purchase order, which totals \$31,475, is effective from July 1, 2024 to September 2, 2024 and covers services provided over the July 8, 2024 through August 16, 2024 period. (The County procured additional similar services totaling \$15,750 under separate agreements with the contractor, also in conjunction with the Department’s summer 2024 programming.) See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 31,475	(1) General Fund Operating Budget.
State	--	(2) For services provided from July 8, 2024 through August 16, 2024.
Federal	--	
Other	--	
Total	<u>\$ 31,475</u> ⁽²⁾	

Analysis

The Department advised that it is seeking retroactive approval of a series of purchases for bus transportation to field trip locations for youth participating in the Department’s 2024 summer camps and programs. The Department further advised that the contractor provided transportation services for 90 field trips at a cost of \$47,225. The Department advised that the proposed purchase order, totaling \$31,475, is effective from July 1, 2024 to September 2, 2024 and covers services provided over the July 8, 2024 through August 16, 2024 period. The County procured

additional similar services totaling \$15,750 under separate agreements with the contractor, also in conjunction with the Department's summer 2024 programming.

The County's purchasing guidelines permit an informal procurement process (which requires an attempt to obtain three competitive quotes) for services for a term less than two years or involving the expenditures of \$25,000 or less per year. The Department advised that it contacted three service providers for a price quote; one was unable to accommodate the request, and Sivels Transportation, Inc. provided the lowest price quote between the other two service providers. These quoted services totaled \$15,750. The Department advised that its staff ordered an additional \$31,475 in services (beyond the quoted total) non-competitively and without proper approval; the proposed retroactive purchase order will facilitate the County's payment for these contracted services. The Department acknowledged the improper procurement and advised that it has reviewed appropriate purchasing procedures with its staff to ensure future compliance.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...." Because the County contracted for services exceeding \$25,000 absent Council approval, this situation constitutes a violation of the aforementioned section of the County Charter.

County Charter, Section 902(f) states that "when...[competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations." Because the County contracted for services noncompetitively without a 902(f) approval, this situation constitutes a violation of the aforementioned section of the County Charter.

Executive Summary

This is a Purchase Order request for approval of PO-10020327 in the amount of \$31,475 to Sivels Transportation Inc. for the provision of bus transportation.

From July 8–August 16, 2024, a member of the Recreation and Parks team coordinated and authorized 90 field trips with transportation services provided by Sivels Transportation. These field trips were a component of Recreation and Parks summer camps and programs for youth. The trips were billed by Sivels in seven separate invoices, totaling \$47,225. Multiple service providers were contacted, but formal quotes were not collected for all services, and the required formal bid process was not followed.

Prepared by: Department of Recreation and Parks

FM-2 (Contract)

Council District(s) All

Department of Corrections

Meals & Food Services

The Administration is requesting approval of a contract with Aramark Correctional Services, LLC to provide food services for Detention Center inmates and Department of Corrections staff. The contract commences January 1, 2025, continues for 1 year, and will renew automatically for nine additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals approximately \$52.8 million for the entire 10-year and 6-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 52,827,149	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimate for the entire 10-year and 6-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 52,827,149 ⁽²⁾	

Analysis

The contractor will be responsible for full food service operations for Detention Center inmates and Department of Corrections staff. The contractor will provide three meals per day, every day. The contractor will be responsible for food preparation, as well as providing food, condiments, utensils, supplies, dishwashing, uniforms, and cleaning supplies related to food preparation and services. The food provided by the contractor must meet specific quality and nutritional standards. The County will supply the necessary kitchen equipment and provide pest control, security, utilities, laundry, and trash removal. The contractor will provide adequate staffing, including a

food service director, a food service manager, and at least three cook supervisors. The County will supply two Correctional dietary staff.

The County will be billed at a standard price per meal on a sliding scale based upon the size of the inmate population. The price per meal decreases as the size of the population increases in increments of 50 inmates. The Department projects that the per-meal cost will be \$3.20 based upon an estimated daily population of approximately 900-949 inmates. The contractor will provide religious, medical, and vegetarian meals at no additional charge. The per-meal cost for staff meals, which will include three different meals for lunch and dinner, will be \$5.00. The Department advised that the average number of staff meals per week is 875. The contract provides that the County may request a detailed quote for additional services not outlined in the agreement. Failure to adhere to contract terms will result in financial penalties to the contractor (e.g., \$100 per occurrence for failure to serve food at the proper temperature and portion size).

The contract provides that the per-meal pricing includes funds to be transferred monthly (totaling \$50,000 per year) into a reserve account for maintenance, repair, and replacement of the County-owned kitchen equipment; the County will be responsible for maintenance, repair, and replacement in excess of \$50,000 per year. The contract further provides that the per-meal pricing includes \$200,000 to be used for 24 new heated carts; the County will be responsible for any required electrical changes in the kitchens to accommodate the carts. The contract also provides that the per-meal pricing includes \$100,000 to be used toward renovations, including new furniture, in the staff dining room.

The contract commences January 1, 2025, continues for 1 year, and will renew automatically for nine additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$52,827,149 for the entire 10-year and 6-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on

the current pricing, whichever is lower. The County may terminate the agreement by providing 90 days prior written notice.

The County awarded the contract through a competitive procurement process; no other proposals were received. According to the bid documents, there is a 10% M/WBE participation requirement.

On November 4, 2013, the Council approved a similar 7-year and 7-month contract (effective December 1, 2013) with estimated compensation totaling \$14.9 million with Aramark Correctional Services, LLC. On July 6, 2021, the Council approved the first amendment to the contract, retroactively extending the contract for one additional year through June 30, 2022. On July 5, 2022, the Council approved the second amendment to the contract, retroactively extending the contract for one additional year through June 30, 2023 and increasing the estimated compensation to \$15.8 million. On June 5, 2023, the Council approved the third amendment to the contract, extending the contract for 9 additional months through March 31, 2024 and increasing the estimated compensation to \$18.1 million. On March 18, 2024, the Council approved the fourth amendment to the contract, extending the contract for 9 additional months through December 31, 2024 (or the date the County executes a new contract, whichever is earlier) and increasing the estimated compensation \$19.8 million. The County's financial system indicates that as of October 17, 2024, the County expended/encumbered \$19,453,989 under the contract.

The County's financial system indicates that as of October 17, 2024, the County has one other contract with Aramark Correctional Services, LLC for commissary services at the Detention Center.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

The Department of Corrections is seeking Council approval for the Department's food service contract. The food service contract will renew for (9) nine, (1) one-year terms. In no event shall the compensation paid to the contractor exceed the sum approved and appropriated in any contract year. The contractor provides meals to incarcerated individuals and Baltimore County Government employees at the Department of Corrections three times a day, every day of the year.

Prepared by: Department of Corrections

FM-3 (Lease)

Council District(s) 1

Baltimore County Public Library

6660 Security Square Boulevard - Temporary Location – Woodlawn Library

The Administration is requesting approval of an agreement with W-Arc Professional Building, LLC to lease approximately 4,056 sq. ft. at 6660 Security Boulevard in Woodlawn for temporary operations of the Woodlawn Library while the original location undergoes an expansion and renovation. The agreement defines the alterations to be completed by the property owner prior to the lease commencement date and establishes certain lease and rent terms, including the rent amount. Property Management estimates that the County will be responsible for \$340,414 in rent and additional expenses through the end of the initial two-year and one-month term, and \$487,976 over the entire term, including the one-year renewal period. See Exhibit A.

Fiscal Summary

Funding Source	Compensation Through End of Initial Term	Total Compensation
County ⁽¹⁾	\$ 340,414	\$ 487,976
State	--	--
Federal	--	--
Other ⁽²⁾	--	--
Total	<u>\$ 340,414</u> ⁽³⁾	<u>\$ 487,976</u> ⁽⁴⁾

- ⁽¹⁾ General Fund Operating Budget and Capital Budget (includes \$46,800 for information technology improvement costs).
- ⁽²⁾ The landlord will contribute toward the initial buildout as detailed in the lease with costs to be determined.
- ⁽³⁾ Includes rent (\$218,213), estimated CAM (e.g., grass mowing, parking lot maintenance, real estate taxes) (\$50,024), utilities/operating expenses (\$15,000), and HVAC costs (\$4,792) for the two-year and one-month initial term. County costs for information technology improvements (\$46,800) plus \$5,585 in estimated CAM (\$4,002) utilities/operating expenses (\$1,200) and HVAC costs (\$383) for the approximate 2-month lease commencement period. The lease provides that if the County does not default, one month's rent (\$8,957) will be abated.
- ⁽⁴⁾ Estimate for the entire 3-year and 3-month term, including the lease commencement period, initial two-year and 1-month period, and one-year renewal period.

Analysis

The County will lease approximately 4,056 sq. ft. located at 6660 Security Boulevard in Woodlawn for temporary operations of the Woodlawn library while the original location undergoes an expansion and renovation.

The lease term commences on the “lease commencement date,” which is date the landlord expects to complete agreed-upon alterations to the premises and the property is delivered to the County, anticipated to be on or about March 1, 2025. The lease term continues through the “rent commencement date” (the date when the County becomes liable to pay rent to the landlord), which is anticipated to be on or about May 1, 2025 (the earlier of 60 days after the lease commencement date or the date the County opens the library to the public). The lease term continues after the rent commencement date for two years and one month (through approximately May 31, 2027) (the “initial term”), and may be renewed for one additional one-year period.

During the “lease commencement period” (the approximate two months between the lease commencement date and the rent commencement date), the County is not responsible for rent, but is responsible for common area maintenance (CAM) (e.g., grass mowing, parking lot maintenance, real estate taxes), utilities/operating expenses, and HVAC costs, which Property Management estimates will total \$4,002, \$1,200, and \$383 respectively.

Rent for the initial two year and one-month term totals \$218,213, including \$107,484 (\$26.50/sq. ft) for the first 12 months and \$110,728.80 (\$27.30/sq. ft.), for the remaining 13 months. (The lease provides that if the County does not default, one month’s rent (\$8,957) will be abated.) The lease states that rent will increase by 3.0% during the 12-month renewal term; rent for the one-year renewal period totals \$114,051. The County is also responsible for \$46,800 of initial build-out costs for information technology work. Property Management estimates the CAM, utilities/operating expenses, and HVAC costs for which the County is responsible will total approximately \$50,024, \$15,000, and \$4,792, respectively, during the initial term. Estimated CAM, utilities/operating expenses, and HVAC costs during the renewal period are estimated at \$24,012, \$7,200, and \$2,300, respectively. In total, Property Management estimates that the County will be responsible for \$340,414 in costs during the lease commencement period and initial term, and \$487,976 during the entire term, including the one-year renewal period. The landlord will pay for specific buildouts detailed in the lease, including selective demolition, drywall, millwork, flooring, doors, and plumbing, at a cost to be determined.

The lease includes an “access period” beginning approximately 30 days prior to the lease commencement date at no cost to the County for the limited purposes of inspecting the premises and installing telephone and computer cabling and furniture, furnishings, equipment, and other moveable personal property.

The County may terminate the lease if the premises are not delivered within 270 days after the March 1, 2025 anticipated lease commencement date by providing 30 days prior written notice.

Property Management expects the County to begin its work on the Woodlawn Library’s current location in April 2025 and to complete construction by February 28, 2027. The library anticipates serving approximately 350 people per day at its temporary location compared to approximately 570 people per day at its current location. Property Management advised that it worked with its on-call realtor (KLNB) and BCPL to search for a location that would provide sufficient flexible space, adequate parking, access to restrooms, and walkability for Woodlawn students. Property Management further advised that it examined multiple locations; the proposed location best matched the County’s needs, required the least amount of work, and was the most accessible/walkable for Woodlawn library customers, including students.

County Charter, Section 715, requires County Council approval of leases of real or leasehold property in excess of \$25,000 in the aggregate.

Executive Summary

This Agreement provides for Property lease of 4,056 square feet of space at 6660 Security Blvd. This is a lease for temporary space to house the Woodlawn Library during renovations that will be made to that facility starting late April of 2025.

This Agreement shall commence on March 1, 2025 and continue through March 31, 2027. The County shall pay rent of \$107,484.00 for the first year and \$110,728,80 the second year.

In addition to the rent, County will be responsible for utilities and Common Area Maintenance (CAM).

Prepared by: Baltimore County Public Library/Property Management

FM-4 (Contract Amendment)

Council District(s) All

Property Management

Maintenance of Generators

The Administration is requesting approval of an amendment to a contract with Fidelity Engineering, LLC dba Fidelity Power Systems to continue to provide for the maintenance and repair of diesel, natural gas, and propane generators and related equipment at County-owned facilities as needed. The proposed amendment, which commences upon Council approval, increases the maximum compensation by \$1,956,657, from \$816,500 to \$2,773,157 for the entire 5-year and 4-month term. The contract commenced December 5, 2022. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 1,956,657	\$ 816,500	\$ 2,773,157
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 1,956,657</u>	<u>\$ 816,500</u>	<u>\$ 2,773,157</u> ⁽²⁾

⁽¹⁾ General Fund Operating Budget and/or Capital Projects Fund.

⁽²⁾ For the entire 5-year and 4-month term.

Analysis

Under the proposed amendment, the contractor will continue to furnish all labor, materials, tools, equipment, and supervision needed to repair and maintain diesel, natural gas, and propane generators and related equipment at County-owned facilities, including buildings, radio tower sites, and pumping stations as needed. The contractor will inspect, test, troubleshoot, and repair generators and related equipment of various manufacturers. Preventative maintenance will be

performed at least twice annually per generator. The contract provides that the contractor must be able to provide “on-call” emergency field service for repairs and consultation 24 hours per day, 365 days per year, and must respond to emergency requests within 2 hours and prepare an estimate and description of needed repairs within 4 hours of receiving notification by the County. Property Management advised that there are approximately 103 generators that will be serviced through this agreement on sites it manages; the Departments of Corrections and Public Works & Transportation also utilize this contract for maintenance and repairs of their generators.

Hourly rates for labor are \$108 (regular hours) and \$165 (overtime/emergency) and \$155 (regular hours) and \$186 (overtime/emergency) per mobilization. Preventative maintenance rates range from \$801 to \$2,777 and certain maintenance-related testing will be billed at rates ranging from \$748 to \$2,670, depending on the size of the generator. The markup on parts and materials is 50%. The rental rate for a generator during regular hours is \$516 each for mobilization and demobilization; during emergency hours, the rate will vary based on kW range, and the County will receive a 20% discount to the current rate.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

On December 5, 2022, the Council approved the original 5-year and 4-month contract not to exceed \$816,500 for the entire term, including the renewal and extension periods. According to the County’s financial system, as of October 11, 2024, expenditures/encumbrances under the contract totaled \$722,401. Property Management advised that the proposed amendment is necessary because there were several higher-than-expected and unforeseen generator repairs. The proposed amendment, which commences upon Council approval, increases the maximum compensation by \$1,956,657, from \$816,500 to \$2,773,157 for the entire contract term. All other terms and conditions remain the same.

Property Management previously advised that the County awarded the original contract via competitive negotiations to its incumbent contractor (Fidelity Engineering, LLC dba Fidelity Power

Systems) after receiving no bids in response to its solicitation. According to the bid documents, there is not an M/WBE participation requirement.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Property Management is requesting the approval of an amendment to the contract for Fidelity Engineering, LLC dba Fidelity Power Systems to provide maintenance and repair of diesel, natural gas, and propane generators and related equipment.

Currently on SCON-100001340 there is \$94,099.50 of the NTE available.

Total compensation will increase from Eight Hundred Sixteen Thousand, Five Hundred Dollars and Zero Cents (\$816,500.00) to Two Million, Seven Hundred Seventy-Three Thousand, One Hundred Fifty-Seven Dollars and Forty-Seven Cents (\$2,773,157.47) upon approval from the County Council. This would provide a \$1,956,657.47 increase to continue to provide generator repair services throughout the County.

Paragraph 2.3 of the Agreement shall be deleted and replaced with the following:

“In no event shall the compensation paid to the Contractor under this Agreement exceed the sum of Two Million, Seven Hundred Seventy-Three Thousand, One Hundred Fifty-Seven Dollars and Forty-Seven Cents (\$2,773,157.47) during the entire term of this Agreement including renewals thereof.”

All other terms, conditions, and provisions of the Agreement remain in full force and effect. The current expiration date is December 4, 2027.

Prepared by: Property Management

FM-5 (Contract Amendment)

Council District(s) 2

Property Management

Concrete/Masonry Services – COVID Memorial at Lake Roland Park

The Administration is requesting a retroactive amendment to a contract with Building Concepts, LLC to expand the scope of the concrete and masonry services for the construction of the COVID-19 Memorial at Lake Roland Park. The proposed retroactive amendment increases maximum compensation by \$11,831, from \$217,470 to \$229,301. Property Management advised that the County approved the contractor to move forward with the increased scope of work on September 27, 2024, and the additional services were performed on October 11, 2024. The original contract commenced July 3, 2023 and continued through the earlier of the service completion date or September 8, 2023. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 11,831	\$ 217,470	\$ 229,301
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	\$ 11,831 ⁽²⁾	\$ 217,470 ⁽³⁾	\$ 229,301 ⁽⁴⁾

(1) Capital Projects Fund.

(2) Additional compensation for the amended services.

(3) Maximum compensation for the current services, including \$19,770 of contingency funds utilized for the expanded services.

(4) Maximum compensation for all services.

Analysis

Under the original contract, the contractor provided all labor, tools, materials, equipment, permits, and other supplies and services necessary to install the masonry and concrete portion of the COVID-19 Memorial on the grounds of Lake Roland Park. Construction consisted of a concrete walkway, earthen memorial mound with plantings, concrete gathering circle, prayer millstone, and a concrete memorial wall finished with granite facing.

On July 3, 2023, the Council approved the original contract with compensation not to exceed \$217,470. The contract continued through the earlier of the service completion date or September 8, 2023. Property Management advised that the project was delayed due to weather and site issues. The proposed retroactive amendment increases the maximum compensation by \$11,831, to \$229,301. Property Management also advised that the County approved the contractor to move forward with the increased scope of work on September 27, 2024, and the additional services were performed on October 11, 2024. Property Management further advised that the value of the not-yet-completed services from the original scope of work (installation of bollards) totals \$22,979.

Property Management advised that the proposed \$11,831 increase in funding, together with previously approved contingency funds of \$19,770 included in the contract's current maximum compensation, provided for additional concrete paving, chemical etching to obtain sandblast finish, a 5-foot increase in the circumference of the wall, an increase in the distance from the wall to the sidewalk path, and flaggers to walk with concrete trucks on the park trail. Hourly rates ranged from \$37.50 to \$70.00 depending on the staff/skill level (e.g., laborer, project manager). The rate for the mobilization of flaggers was \$780.78.

Property Management advised that it anticipates that all masonry and concrete work will be finished in early November, with the memorial's ribbon cutting scheduled for November 25, 2024.

The County awarded the original contract through a competitive procurement process based on low bid from four bids received; one bid was deemed non-responsive. According to the bid documents, there was a 20% M/WBE participation requirement.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...." The County's extension of the contract beyond

its approved expiration date and increase in scope of services and compensation absent Council approval constitute violations of the aforementioned section of the County Charter.

EXECUTIVE SUMMARY

Property Management is requesting approval of a change order for PO-10008234, Building Concepts, LLC to provide Concrete/Masonry Services, Covid 19 Memorial at Lake Roland Park, per Solicitation B-10000085.

Total compensation will increase from Two Hundred Seventeen Thousand, Four Hundred Seventy Dollars and Zero Cents (\$217,470.00) to Two Hundred Twenty-Nine Thousand, Three Hundred One Dollars and Forty-Six Cents (\$229,301.46) upon approval from County Council. This would provide an \$11,831.46 increase to complete the project at Lake Roland Park.

All other terms, conditions, and provisions of the Agreement remain in full force and effect.

Prepared by: Property Management

FM-6 (Contract)

Council District(s) All

Department of Housing and Community Development

Production of FY25 – FY29 Consolidated Plan – U.S. Dept. of HUD

The Administration is requesting approval of a contract with Urban Design Ventures, LLC to prepare the County’s five-year (FFY 2025 – FFY 2029) Consolidated Plan and the FFY 2025 Annual Action Plan required by the U.S. Department of Housing and Urban Development (HUD). The contract commenced September 16, 2024, continues through December 31, 2024, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through November 30, 2025 with the option to extend the term an additional 120 days. The contract provides that compensation may not exceed \$38,500 for the entire 1-year and 6½-month term, including the extension period. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County	--	(1) U.S. Department of Housing and Urban Development, Community Development Block Grant funds. (2) For the entire 1-year and 6½-month term.
State	--	
Federal ⁽¹⁾	\$ 38,500	
Other	--	
Total	<u>\$ 38,500</u> ⁽²⁾	

Analysis

The contractor will prepare the County’s five-year (FFY 2025 – FFY 2029) Consolidated Plan and the FFY 2025 Annual Action Plan required by HUD. The Department advised that the contractor will conduct the required community planning sessions and survey County groups; gather data to identify needs for community development, housing, business centers, public services, and infrastructure; assess stated goals and objectives for identified needs; compile all information obtained and prepare draft plans; compose the final drafts of the plans prior to submission to HUD

(anticipated in mid-May 2025); and continue to be available as needed throughout the HUD review period (into September/October 2025).

The contract commenced September 16, 2024, continues through December 31, 2024, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through November 30, 2025 with the option to extend the term an additional 120 days on the same terms and conditions. The contract provides that compensation may not exceed \$38,500 for the entire 1-year and 6½-month term, including the extension period. The Department advised that the compensation covers the contractor's completion of the consolidated and annual action plans. The County may request additional technical assistance and will be billed at hourly rates ranging from \$100 to \$165, depending on the position (e.g., Grant Manager, President); however, the Department advised that it does not plan to request such assistance. The County may terminate the agreement by providing 30 days prior written notice. The Department advised that the contractor will provide services valued at approximately \$2,000 prior to the Council's consideration of the contract.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award secured based on qualifications and experience. The Department advised that Urban Development Ventures, LLC is uniquely qualified to develop the plans given the extensive experience this firm possesses in preparing consolidated plans in other jurisdictions, having worked with 58 federal community development block grant entitlement communities across 14 states. The Department advised that there is not an M/WBE participation requirement.

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

The Baltimore County Department of Housing and Community Development is seeking approval a 902(f) contract with Urban Design Ventures, LLC (UDV), for the production of the FFY2025 – FFY2029 Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD). Submission of the Consolidated Plan is a requirement that ensures the County's receipt of approximately \$36,500,000 in future HUD funding, including Community Development Block Grant (CDBG), HOME Investments Partnership (HOME), and Emergency Solutions Grant (ESG) funding.

The Consolidated Plan serves as the planning document which builds on a participatory process with citizens, organizations, businesses, and other stakeholders, and outlines a strategy for the County to address its housing and community development needs over a five-year period for the use of HUD's Community Planning and Development (CPD) formula grants. In addition to being statutorily mandated, the Consolidated Plan is a highly complex, time-intensive document that requires extensive data gathering, both numerical and narrative in nature, from multiple sources both inside and outside of County government to determine specified needs in the County as outlined by the HUD-required data. Once gathered, the data requires analysis and commentary specific to HUD's filters and Consolidated Plan analysis tools which are used to set HUD-approved priorities and determine available HUD funding resources.

UDV has the staff capacity and infrastructure in place to work with DHCD to develop the Five-Year Consolidated Plan. UDV will conduct the required community planning sessions and survey Baltimore County groups, gather data which identifies needs for community development, housing, business centers, public services and infrastructure, assess stated goals and objectives for identified needs, compile all information obtained and prepare a draft of the FFY2025 – FFY2029 Consolidated Plan and compose the final draft of the Plan prior to submission to HUD anticipated in mid-May 2025 and continue to be available as needed throughout the HUD review period into September/October 2025.

UDV, which provides planning and consulting services for community and economic development projects, is uniquely qualified to provide consulting services to develop the federally mandated Consolidated Plan. UDV is the best option given the extensive experience this firm possesses in preparing Consolidated Plans in other jurisdictions, having worked with fifty-eight (58) Federal CDBG entitlement communities across fourteen (14) states. The contract will utilize CDBG funding, will expire November 30, 2025, and is not to exceed \$38,500.

Prepared by: Department of Housing and Community Development

FM-7 (Contract)

Council District(s) All

Department of Health and Human Services

Forensic Medical Examinations – Child Advocacy Center

The Administration is requesting approval of a contract with Greater Baltimore Medical Center (GBMC), Inc. for forensic medical examinations and related services with respect to alleged child abuse victims on behalf of the Baltimore County Child Advocacy Center, to be delivered by an advanced practice provider with experience in child abuse medicine. The contract commences upon Council approval, does not define its initial term, which is anticipated to extend through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. The contract states that the contractor will provide services for \$80,000 per year, and compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$400,000 for the entire approximate 5-year and 2-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County	--	--
State	--	--
Federal ⁽¹⁾	\$ 80,000	\$ 400,000
Other	--	--
Total	<u>\$ 80,000 ⁽²⁾</u>	<u>\$ 400,000 ⁽³⁾</u>

⁽¹⁾ U.S. Department of Justice funds passed through the Governor's Office of Crime Control & Prevention.

⁽²⁾ Compensation for the initial term through June 30, 2025.

⁽³⁾ Estimated compensation for the entire approximate 5-year and 2-month term.

Analysis

The contractor will furnish an advanced practice provider with at least 3 years of experience in child abuse medicine to perform forensic medical examinations with respect to alleged child abuse victims on behalf of the Baltimore County Child Advocacy Center (CAC). The CAC is a consortium of the Baltimore County Police Department, Baltimore County Department of Health and Human Services, and the State's Attorney Office, which works to protect children who are victims of abuse.

In addition to performing forensic medical examinations for 16 hours or two days per week, the advanced practice provider will deliver the following services:

- review evidence and/or evaluate any suspected child physical abuse or neglect case;
- attend and provide case reviews and expert testimony at biweekly CAC meetings, Child in Need of Assistance (CINA) cases, and criminal cases;
- participate in the CAC accreditation process; and
- document in the CAC's medical record all services performed at the CAC.

The contract commences upon Council approval, does not define its initial term, which is anticipated to extend through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract states that the contractor will provide services for \$80,000 per year, and compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$400,000 for the entire approximate 5-year and 2-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County. The Department advised that GBMC is the only medical facility in Baltimore County that can serve child abuse victims with the expertise needed by the CAC to meet National Children's Alliance (NCA) accreditation standards.

On January 7, 2019, the Council approved a similar 5-year and 4-month contract with GBMC. The Department of Social Services advised that GBMC ceased providing services in April 2023. According to the County's financial system, expenditures under the contract totaled \$310,000. The County's financial system indicates that Center of Hope, Inc. (Baltimore City's CAC) has been

providing services to the County since May 2023, and the County has been invoiced \$30,561 for services provided through June 2024, including for services in excess of \$25,000 over the July 1, 2023 through June 30, 2024 period; the County has not been invoiced for services provided since July 2024.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” Because the County contracted for services exceeding \$25,000 absent Council approval, this situation constitutes a violation of the aforementioned section of the County Charter.

County Charter, Section 902(f), states that “when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations.” According to documentation submitted by the Department, services were provided prior to approval of its non-competitive award justification and purchase order; this situation constitutes a violation of the aforementioned section of the County Charter, as well as the County’s procurement policies.

Executive Summary

Greater Baltimore Medical Center (GBMC)

OVERVIEW

The Department of Social Services is requesting Council approval for a contract with the Greater Baltimore Medical Center (GBMC). For \$80,000 per year the contract will allow GBMC to provide forensic medical examinations with respect to alleged child abuse for the Baltimore County Child Advocacy Center (CAC). The initial period of the contract is for the date of Council approval through 6/30/2025 with four one (1)-year renewal option.

BACKGROUND

The medical evaluation is a requirement for accreditation through the National Children's Alliance (NCA). GBMC hired a Nurse Practitioner specifically to work with victims of child abuse from the CAC to provide non-acute medical examination and testing. Also, the nurse practitioner will provide medical decisions during investigations, interpretation of medical findings and attend CAC multidisciplinary case review meetings bi-weekly. GBMC is Baltimore County CAC's partner medical facility.

PURPOSE

The funding will provide the CAC with a qualified medical provider to participate in the CAC multidisciplinary team case review, perform forensic medical examinations for children, review evidence and/or examine any child involved in a suspected child abuse case, participate in the CAC accreditation process, and provide consultation, case review and testimony.

FISCAL

The total cost for the initial term of the GBMC Contract is \$80,000.00. The total amount of compensation will not exceed \$400,000.00.

Prepared by: Department of Health and Human Services

FM-8 (Contract)

Council District(s) All

Department of Health and Human Services

Mental Health Consultations

The Administration is requesting approval of a contract with DMC Empowering Health Services, LLC to provide mental health consulting services to the Department of Social Services' Center for Family Success staff. The contract commences upon Council approval, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that compensation totals \$11,100 for the initial approximate 8-month term and \$55,500 for the entire approximate 5-year term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

<u>Funding Source</u>	<u>Initial Term</u>	<u>Total Compensation</u>
County	--	--
State ⁽¹⁾	\$ 11,100	\$ 55,500
Federal	--	--
Other	--	--
Total	<u>\$ 11,100</u> ⁽²⁾	<u>\$ 55,500</u> ⁽³⁾

⁽¹⁾ Maryland State Department of Education funds passed through the Maryland Family Network.

⁽²⁾ Compensation for the initial approximate 8-month term.

⁽³⁾ Estimated maximum compensation for the entire approximate 5-year term, according to the Department.

Analysis

The contractor will provide mental health consulting services for the Department of Social Services' Center for Family Success staff. The Center for Family Success, which is located in Essex, provides services to expectant mothers and parents of children between the ages of two

months and four years in order to strengthen families, promote the healthy development of children, and guide families toward self-sufficiency and economic independence. Center services include GED and ESL (English as a second language) classes; childcare; recreational outings; and home visits by an In-Home Interventionist for parents and children who cannot come to the Center.

Specifically, the contractor will provide general consultations regarding parent/child concerns, in-home visiting, program planning and delivery, and recreational outings; attend a monthly group meeting with staff and participants; and provide mental health-related activities for Center participants. The Department advised that 60 families will be served annually. The hourly labor rate is \$60.

The contract commences upon Council approval, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that compensation totals \$11,100 for the initial approximate 8-month term and \$55,500 for the entire approximate 5-year term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

The Department advised that the County awarded the contract through a competitive procurement process; no other proposals were received. According to the procurement documents, there is not an M/WBE participation requirement.

The Department advised that the County entered into a similar 2-year contract, effective July 1, 2022, with Institute for Healing, LLC. The County's financial system indicated that as of October 16, 2024, \$17,820 has been expended/encumbered under the contract. The Department advised that since the contract's expiration, no services have been provided.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

DMC Empowering Health Services LLC

The administration is seeking approval of a contract with DMC Empowering Health Services, LLC (DMC) to provide mental health consultation to our child development staff within the Department of Social Services Center for Family Success. The initial term of the contract for \$11,100 begins upon council approval and ends June 30th of 2025, with 4 one-year renewals and a total compensation not to exceed \$55,500.

Scope:

The Center for Family Success will partner with DMC to provide mental health consultation to CFFS staff, specifically regarding challenging behaviors, in-home interventionist, facilitating professional development workshops for staff, and counseling for the parents. DMC utilizes licensed mental health clinicians (LMSW, LCPC, LGPC, LCSW-C) with at least two years of experience providing services to families and children between the ages of 0-4.

Prepared by: Department of Health & Human Services

FM-9 (Contract Amendment #2)

Council District(s) All

Administrative Office

Labor Negotiation Services

The Administration is requesting a second amendment to a contract with the Law Offices of Lisa M. Harris, LLC dba Harris Jones & Malone, LLC to continue to provide labor relations services. The Administration advised that the proposed amendment, which commences upon Council approval, is necessary to avoid an interruption in services while the County recruits and hires a Labor Commissioner. The proposed second amendment extends the contract for two additional one-year renewal periods, from December 1, 2024 through November 30, 2026, or until the County fills the Labor Commissioner position, whichever occurs first. The proposed second amendment also removes the existing compensation cap of \$460,000 and limits the compensation to the amount appropriated for these services for the entire contract term; the Administration advised that estimated compensation totals \$650,000 for the entire 7-year term, including the renewal periods (an increase of \$190,000). The proposed second amendment also provides that the contractor may receive an increase in compensation in accordance with the Consumer Price Index if the contract is renewed beyond November 30, 2025. The contract commenced December 1, 2019. See Exhibit A.

Fiscal Summary

Funding Source	Current Maximum Compensation	Amended Estimated Compensation ⁽²⁾
County ⁽¹⁾	\$ 460,000	\$ 650,000
State	--	--
Federal	--	--
Other	--	--
Total	\$ 460,000 ⁽³⁾	\$ 650,000 ⁽⁴⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ The proposed second amendment removes the existing compensation cap and limits compensation to the amount appropriated for these services for the entire amended contract term.

⁽³⁾ Maximum compensation for the current 5-year term.

⁽⁴⁾ Estimated compensation for the entire amended 7-year term; amount exceeds the previous maximum compensation by \$190,000.

Analysis

The contractor will continue to provide labor relations services to the County, which may include conducting required labor negotiations and representing the County in all mediation, fact finding, and binding arbitration. The Administration advised that the proposed amendment is necessary in order to avoid an interruption of services while the County recruits and hires a Labor Commissioner.

On March 2, 2020, the Council approved the original contract (which commenced December 1, 2019) with compensation not to exceed \$307,404 (\$7,917 per month fixed fee, with an escalation option prior to each renewal period) for the entire 3-year and 1-month term, including the renewal periods. On November 21, 2022, the Council approved the first amendment to the contract, which corrected the “end” date of the contract from December 31, 2022 to November 30, 2022 to coincide with the Howard County contract through which the contract was cooperatively procured; extended the contract for two additional one-year renewal periods, from December 1, 2022 through November 30, 2024, consistent with the Howard County contract; and increased the maximum compensation of the contract by \$152,596, from \$307,404 to \$460,000 for the entire amended 5-year term, including the renewal periods.

The proposed second amendment, which commences upon Council approval, extends the contract for two additional one-year renewal periods, from December 1, 2024 through November 30, 2026, or until the County fills the Labor Commissioner position, whichever occurs first. The proposed second amendment also removes the existing compensation cap of \$460,000 and limits the compensation to the amount appropriated for these services for the entire contract term; the Administration advised that estimated compensation totals \$650,000 for the entire 7-year term, including the renewal periods (an increase of \$190,000). The proposed second amendment also provides that, if the contract is renewed beyond November 30, 2025, the County may entertain a request for a price escalation in accordance with the Mid-Atlantic Consumer Price Index – All Urban Consumers (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The contract commenced December 1, 2019. All other terms and conditions remain the same. The Office of Budget and Finance, Purchasing Division advised that as of October 17, 2024, the County has expended \$435,409 under the contract and anticipates an additional invoice of \$7,917 on November 1, 2024 for services to be provided in November. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract as a cooperative procurement of an existing competitively bid Howard County contract that was awarded November 1, 2019 and expires November 30, 2025. Because the proposed amendment could extend the County's contract beyond the term of the Howard County contract, the Administration is requesting that the contract be extended as a noncompetitive 902(f) award secured in the best interest of the County.

County Charter, Section 510, states "nothing in this article shall be construed as preventing the county executive, with the approval of the county council, from engaging the services for a temporary period of any attorney or attorneys for legal work of an extraordinary nature when the work to be done is of such character or magnitude as to require legal services in addition to those provided by the regular staff of the Office of Law."

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

EXECUTIVE SUMMARY

The Administration is requesting approval of Amendment# 2 to the contract with Law Offices of Lisa M. Harris, LLC d/b/a Harris Jones & Malone, LLC. This amendment provides for an extension of the existing labor relations contract between the County and the law firm to provide continuity of these services while the County seeks a successful candidate for the position of Labor Commissioner. The existing agreement is set to expire on November 30, 2024.

For this reason and so there is no lapse in service, the Administration is requesting to extend the agreement with Harris Jones & Malone, LLC, beginning December 1, 2024, for a period not to exceed the date upon which the County has successfully selected a candidate for the position of Labor Commissioner, or November 30, 2026, whichever date/event occurs first. The compensation amount shall remain the same, at a fixed monthly rate of \$7,916.66, along with all other terms, conditions and provisions of the Agreement. The Contractor shall continue to provide labor relations services to the County, including, but not limited to:

- Conducting negotiations required under Article 4 of the Code;
- Representing the County Administration in all mediation, fact-finding and binding arbitration authorized under:
 - Article 4, Title 5, Subtitle 4 of the Code; and
 - Article 4, Title 5, Subtitle 5 of the Code.

The Contractor is expected to familiarize itself with the following:

- The County's budget submission deadlines as provided for under Article VII of the Charter;
- Article 4 (Human Resources) of the Code;
- Article 5 (Pensions and Retirement) of the Code;
- The Maryland Law Enforcement Officers' Bill of Rights

This firm has extensive experience in labor contract negotiations and is very successful at avoiding arbitration, which is beneficial to the County and the County's employees. Because they have handled negotiations for Baltimore County for the past several years, they have intimate knowledge of the process and are thoroughly versed in both the County and State's codes and practices.

Prepared by: Administrative Office

FM-10 (Contract)

Council District(s) All

Office of Law

Advisory Legal Services – Pending Legislation

The Administration is requesting approval of a contract with Scates Legal Group, LLC & Law Office of Robyn C. Scates, LLC to provide part-time (approximately 40 hours per month) legal services for the Department of Aging. The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that estimated compensation totals \$51,000 for the initial 1-year term and \$281,807 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation	Notes
County ⁽¹⁾	\$ 51,000	\$ 281,807	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimated compensation for the initial 1-year term. ⁽³⁾ Estimated compensation for the entire 5-year and 4-month term, including the renewal and extension periods.
State	--	--	
Federal	--	--	
Other	--	--	
Total	\$ 51,000 ⁽²⁾	\$ 281,807 ⁽³⁾	

Analysis

The contractor will provide part-time (approximately 40 hours per month) legal services for the Department of Aging. The contractor will attend weekly meetings with the Department’s Director, Deputy Director, and other staff members, including the Guardianship Unit, Long-Term Care Ombudsman, the Housing Unit, the State Health Insurance Program Unit, the Senior Center Division, the Individual and Family Services Division, and the Long-Term Services and Supports

Division. As needed, the contractor will review and advise the Department and the County on pending legislation; draft pleadings and research issues; respond to emails and phone calls; and work with the County's Law Office on other related matters. Legal services will be billed at an hourly rate of \$106.25.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term for an additional 120 days on the same terms and conditions, unless the County provides notices of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that compensation totals \$281,807 for the entire 5-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in the unit price in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The Office advised that the County awarded the contract through a competitive procurement and negotiations process and that no other proposals were received. The Office also advised that because of the specialized nature of elder law issues, it was determined that having outside counsel was necessary, cost-effective, and benefits Department of Aging clients. According to the bid documents, there is not an M/WBE participation requirement.

On October 7, 2019, the Council approved a similar 5-year and 4-month contract (which commenced on August 1, 2019) with Scates Legal Group, LLC & Law Office of Robyn C. Scates, LLC for similar services. The County's financial system indicates that as of October 15, 2024, expenditures/encumbrances under the contract totaled \$113,100.

County Charter, Section 510, states that "nothing in this article shall be construed as preventing the county executive, with the approval of the county council, from engaging the services for a temporary period of any attorney or attorneys for legal work of an extraordinary nature when the work to be done is of such character or magnitude as to require legal services in addition to those provided by the regular staff of the Office of Law."

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Scates Legal Group and The Law Office of Robyn C. Scates, LLC. (the "Firm") is a well-credentialed law firm with significant knowledge and experience handling specialized legal matters involving the federal Older Americans Act, the Social Security Act (especially Social Security retirement, Social Security Disability, the Supplemental Security Income program, Medicare and Medicaid), the Affordable Care Act including the Community First Choice Program (a Medicaid state plan amendment authorized by the ACA), the ADA, the ADEA, the Fair Housing Act, HUD housing programs for seniors and individuals with disabilities, as well as Maryland guardianship and Estates and Trusts law.

The Office of Law currently does not have counsel who specializes in this area of law. Since this area is so specialized, it was determined that having outside counsel was preferable to protect the interests of the County and benefit constituents in the County that utilize the Department of Aging's services.

The County Council previously approved a contract on October 7, 2019 for the Firm to provide legal services for the Department of Aging. The Department of Aging has a large caseload and continues to require assistance with adult guardianships, both in regard to person and property.

The Firm has been on-call 24-7 to address these issues, and regularly works with medical advisers on complex elder law matters, regularly goes to court to handle a myriad of elder law issues (including when persons have to be put in restraints and if that involves issues of excessive force). The Firm advises the Department on liability issues if persons become missing, and also addresses transactional matters such as waivers for volunteers within the Department and partnerships with high schools who wish to work as volunteers for the elderly. Additionally, the Firm works to make sure confidentiality issues are addressed promptly.


This contract will replace the previously approved October 2019 contract, which is set to expire on November 28, 2024. The initial term of the Agreement is one (1) year, reserving the right to renew for up to four (4) additional one-year renewal options.

Prepared by: Office of Law

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE**

TO: County Administrative Officer **DATE:** 10/7/27

FROM: Kevin D. Reed, Director  **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 11/4/24

SUBJECT: Public Recordation of Announcement
of Non-Competitive Commodity Awards Charter Sec. 902(f)

Whenever a commodity Supplier Contract / Purchase Order over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the Supplier Contract / Purchase Order must be provided to the Administrative Office for placement on the County Council agenda for announcement at the next session following the award of the Supplier Contract / Purchase Order. The announcement shall be recorded in the minutes of the County Council meeting, and shall be available for inspection by the public. In compliance with this procedure, supporting documentation of the awards are included and will be forwarded to the County Council.

Award Document

SCON 10002556 Indiana Printing & Publishing Company, Inc.

This Supplier Contract is for the printing of "Time of Your Life" publication and "Community Resource Guide". As detailed in the 902f Justification signed by Elisabeth Sachs, due to specifications of the publications, the Department of Aging has had a difficult time finding vendors that are able to accommodate their needs for printing and delivery. Indiana Printing & Publishing Company, Inc. has been printing the materials for many years. Businesses and corporations sponsor advertisement to cover the expense of these publications.

5 Year Estimated Award Total: \$314,150.00
Award Date: 10/1/24

SCON 10002625 Costar Realty Information, Inc.

This Supplier Contract is for software information, analytics and online marketplaces for commercial real estate. As detailed in the Sole Source Justification signed by Jonathan Sachs, CoStar's platform is the only real-time real estate information for economic development agencies to include estate information, identifies buildings, property owner, brokerage contact information, land listed for sale or lease, and real estate analytics data.

3 Year Estimated Award Total: \$115,401.24
Award Date: 10/1/24

SCON 10002623 VirTra, Inc.

This Supplier Contract is for the yearly maintenance of the V-180 and V-100 Virtual Training Systems. As detailed in the Sole Source Justification signed by Chief McCullough, VirTra is the only company that can provide maintenance, upgrades and repairs to their V-180 and V-100 virtual training systems. The service agreement includes telephone support, remote assistance, labor, parts, travel, software updates, and overnight shipping. This package also includes an annual service and maintenance visit from a VirTra technician. The maintenance contracts associated with VirTra's proprietary technologies make VirTra the only company available and suitable to repair and upgrade their systems now and in the future.

The County's training staff has used the VirTra system(s) for every In-Service Training session and every recruit class in 2023 and 2024. Similarly, staff has utilized the system(s) at multiple community events so far this year. If these systems would fail during training without any mechanism for repair, opportunities to provide hands-on training to recruits, officers, and the public would be lost. Without the systems, students will not be afforded the opportunity for more training, more exposure to different people/environments, and more one-on-one feedback by an instructor. Without these systems, staff could never run officers through the number of physical scenarios that they could using these augmented reality scenarios.

The VirTra systems were purchased from Safeware via a Maryland State contract in early 2022. A one-year warranty was included. In FY24, PO 10010834 was issued for the first-year maintenance policy in the amount of \$17,522.56.

3 Year Estimated Award Total: \$72,225.00
Award Date: 10/3/24

c: J. Benjamin Jr.,
T. Bostwick
L. Smelkinson