



KELLY MADIGAN
Inspector General

STEVE QUISENBERRY
Deputy Inspector General

Office of the Inspector General

April 15, 2024

D'Andrea L. Walker
Acting County Administrative Officer
400 Washington Avenue
Towson, Maryland 21204

Re: OIG Investigative Report - Case 24-014

The mission of the Office of the Inspector General (hereafter “the Office”) is to provide increased accountability and oversight in the operations of the Baltimore County Government (hereafter “the County”) by identifying fraud, waste, and abuse, while also striving to find ways to promote efficiency, accountability, and integrity.

In January 2024, the Office received a complaint that the County had spent a significant sum of money to have an existing vendor (hereafter “the Vendor”) implement a computer-aided dispatch (CAD) system in the County’s 911 Center to replace the County’s legacy system. The complainant felt the new CAD system should have gone out to bid as opposed to being awarded to the Vendor. The complainant supported their assertion by citing complications with the CAD system since its implementation in 2023, suggesting that the County would have been better off had other companies been able to competitively bid on the project.

After conducting an initial review of the complaint, the Office initiated an investigation consisting of an examination of County records, as well as communications with representatives of the Office of Budget and Finance and the Office of the County Auditor regarding the Vendor and applicable policies and procedures. The records examined included the Vendor’s original agreement with the County (hereafter “the Master Agreement”); the four amendments to the Master Agreement, which included the amendment that pertained to the implementation of the CAD system; notifications to the County Council regarding the Master Agreement and the amendments, if such notifications had occurred; and applicable sections of the County Charter and the County’s Purchasing Manual.

Based on the investigation, the Office determined that according to the rules and regulations that govern procurement in the County, the County Administration was not required to put the implementation of the new CAD system out to bid, and it was within its authority to directly award the project to the Vendor through an amendment to the Master Agreement in 2022. However, the Office discovered during the investigation that the County Administration had failed

to notify the County Council of this amendment to the Master Agreement, which was the fourth of such amendments. Further, the Office discovered during its investigation that the County Administration had also failed to notify the County Council of the second and third amendments to the Master Agreement in 2017 and 2019 respectively. These failures to notify the County Council of these amendments to the Master Agreement were in violation of Section 902(f) of the County Charter and Section 13.3 of the County's Purchasing Manual.

I. Applicable Policies

Listed below are the applicable sections from Section 902 of the County Charter titled "County Purchasing Policies and Practices," Section 12 of the County's Purchasing Manual titled "Contracts: Preparation and Routing," and Section 13 of the County's Purchasing Manual titled "Noncompetitive Procurements." Section 902 of the County Charter, Section 12 of the Purchasing Manual, and Section 13 of the Purchasing Manual are attached in full as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3** respectively.

County Charter – Section 902(f)

The establishment, with the approval of the county administrative officer and by legislative act of the county council, of reasonable rules and regulations governing the circumstances under which the use of competitive bidding is not appropriate or feasible. When such 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. **Whenever a contract is awarded by a process other than competitive bidding, a copy of the contract shall be given to the county council and, at the next legislation session-day following the award of the contract, the secretary to the county council shall formally announce to the council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, a permanent record, which shall be available for inspection by the public.**

Purchasing Manual – Section 12.1.5

A contract amendment does not require County Council approval if (a) the amendment does not materially revise the contract terms, including but not limited to, the contract term, scope of work, or nature of services to be rendered for the benefit of the County and (b) does not increase the compensation cap of the contract. Determination of what constitutes a nonmaterial revision shall be in the reasonable discretion of the Director of OBF [Office of Budget and Finance].

Purchasing Manual – Section 13.1

A purchase may be made by noncompetitive negotiation only when neither formal bidding nor requests for proposals are appropriate or feasible as determined by the Purchasing Agent or designee (documentation required – see Section 13.2).

Purchasing Manual – Section 13.2

All requisitions covering commodities or services to be procured without competition or on an emergency basis must be accompanied by written justification addressed to the Purchasing Division, signed by the department head or deputy and approved by the Purchasing Agent. Where appropriate, written justification will be included in reports to the County Council.

Purchasing Manual – Section 13.3

Whenever a contract in excess of \$25,000 is awarded by a noncompetitive process, a copy of the purchase order shall be given to the County Council (Charter, Section 902(f)). The purchase order shall be formally announced to the County Council, including the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council meeting, a permanent record, which shall be available for inspection by the public.

II. Background on the Master Agreement and Related Amendments

On February 1, 2008, the County sent an invitation to bid to the Vendor for a term agreement for radio equipment and parts for the County's 800 MHz communication system. On or about February 19, 2008, the Vendor submitted a proposal to the County in response to the solicitation. On or about April 28, 2008, the Vendor and the County entered into the Master Agreement, by which the Vendor would provide radio equipment and parts to the County for an initial term of one year, with the County reserving the right to renew the contract for up to four additional one-year terms, for a sum not to exceed \$2,606,638.87. A copy of the Master Agreement is attached as **Exhibit 4**.

On April 28, 2013, the Vendor and the County agreed to amend the Master Agreement (hereafter "Amendment No. 1"). Pursuant to Amendment No. 1, the term of the Master Agreement was effectively extended through August 31, 2017 and the compensation cap was increased to a sum not to exceed \$24,819,882.87. A copy of Amendment No. 1 to the Master Agreement is attached as **Exhibit 5**.

On July 17, 2017, the Vendor and the County agreed to amend the Master Agreement a second time (hereafter "Amendment No. 2"). Pursuant to Amendment No. 2, the term of the Master Agreement was effectively extended through August 31, 2022 and the compensation cap was increased to a sum not to exceed \$28,773,046.72. A copy of Amendment No. 2 to the Master Agreement is attached as **Exhibit 6**.

On February 1, 2019, the Vendor and the County agreed to amend the Master Agreement a third time (hereafter "Amendment No. 3"). Pursuant to Amendment No. 3, the compensation cap was increased to a sum not to exceed \$45,115,455.00 for the entire term of the Master Agreement, including any extensions. A copy of Amendment No. 3 to the Master Agreement is attached as **Exhibit 7**.

On June 16, 2022, the Vendor and the County entered into a fourth amendment to the Master Agreement (hereafter “Amendment No. 4”). Pursuant to Amendment No. 4, the Master Agreement was amended to add ten additional one-year renewal terms to allow for the continued purchases of upgrades and supporting equipment for 800 MHz equipment, software and maintenance for various products as specified in Amendment No. 4, including the CAD system. Further, Amendment No. 4 eliminated the “not to exceed” compensation cap. A copy of Amendment No. 4 to the Master Agreement is attached as **Exhibit 8**.

III. Noncompetitive Awards Given to the Vendor

Pursuant to Sections 13.1 and 13.2 of the County’s Purchasing Manual, the County can purchase commodities and services through noncompetitive negotiation if the County’s Purchasing Agent or their designee determine that formal bidding or requests for proposals are not appropriate or feasible. In such situations, a written justification, signed by the department head or deputy and approved by the purchasing agent, must be sent to the Purchasing Division. On January 8, 2008, a director with the County’s Office of Information Technology (OIT) issued such a memorandum documenting why it was appropriate to award a noncompetitive contract (i.e., the Master Agreement) to the Vendor. A copy of the memorandum is attached as **Exhibit 9**.

Pursuant to Amendment No. 1 to the Master Agreement, a second memorandum was drafted justifying the increase in the compensation cap for the Master Agreement from \$2,606,638.87 to \$24,819,882.87 through a noncompetitive process. A copy of this second memorandum, which was dated December 10, 2012 and authored by the same OIT director, is attached as **Exhibit 10**.

With regard to Amendment No. 2, Amendment No. 3, and Amendment No. 4 to the Master Agreement, the Office determined that no such memorandums had been provided to the Purchasing Division justifying these significant modifications to the Master Agreement through a noncompetitive process. This was likely the case because, as will be discussed in the next section of the report, none of the last three amendments to the Master Agreement were sent to the County Council via the formal correspondence process; and typically, the justification memorandums would have accompanied the notifications to the County Council during that process.

IV. Notifications to the County Council

According to Section 902(f) of the County Charter, when the County awards a contract through a process other than a formal competitive bid, a copy of the contract must be given to the County Council. In addition, at the next legislative session-day following the contract award, the Secretary to the County Council must formally announce to the Council the nature of the contract and the parties to the contract. Further, the announcement by the Secretary must be recorded in the minutes of the County Council and must be made available to the public for inspection. On July 7, 2008, such notice was provided by the County Administration to the County Council regarding the Master Agreement via an inter-office correspondence dated May 2, 2008. A copy of the notice to the County Council is attached as **Exhibit 11**.

While Section 902(f) of the County Charter is silent as to the process for handling

modifications to contracts that were not competitively bid, Section 12.1.5 of the County's Purchasing Manual (see Exhibit 2) can be looked to for guidance. Section 12.1.5 states that an amendment to a contract is considered material if it revises the contract terms, including but not limited to, the duration of the contract, scope of work, or nature of services to be rendered for the benefit of the County; and increases the contract's maximum compensation. In such cases, those material changes "require County Council approval."

In the case of the four amendments to the Master Agreement, each of the amendments appear to meet the criteria set forth in Section 12.1.5 in that they either change the duration of the Master Agreement or the scope of work, while also increasing the allowable compensation to be paid to the Vendor. Thus, each of the four amendments should have been deemed material at the time they were authorized by the County Administration. While Section 12.1.5 is focused on contracts that require County Council approval as opposed to those that only require notification, the Office has taken the position, which has been reaffirmed by the Office of the County Auditor, that material amendments to the Master Agreement should have been handled in the same manner as the Master Agreement itself. In other words, each time the County Administration sought to materially change the Master Agreement, it should have formally notified the County Council with the appropriate supporting justification. While such notice was given to the County Council for Amendment No. 1 on July 1, 2013, via an inter-office correspondence dated May 7, 2013, which is attached as **Exhibit 12**, no such notice was given for Amendment No. 2, Amendment No. 3, or Amendment No. 4.

When the Office contacted the Chief of Purchasing about the County Administration's failure to notify the County Council about the last three amendments to the Master Agreement, they stated it was an oversight, and to prevent similar oversights from occurring going forward, they intended to address the matter with the appropriate personnel in their department.

V. Conclusion

Based on the investigation, the Office was not able to substantiate that the direct award to the Vendor of the implementation of the CAD system, pursuant to Amendment No. 4 of the Master Agreement, was improper. As for the allegation that the ongoing issues with the CAD implementation could have been avoided if the County had permitted other companies to bid on the proposed CAD project, the Office did not address this allegation as part of its investigation as such an evaluation of procurement decisions by the County is not within the function of the Office.

Based on the Office's interpretation of Section 12.1.5 of the County's Purchasing Manual, each of the four amendments to the Master Agreement constituted a material change to the original Master Agreement. Further, pursuant to Section 902(f) of the County Charter and Section 13.3 of the County's Purchasing Manual, each of those material amendments should have been communicated to the County Council through the formal correspondence process, considering the originating contract had not been competitively bid and had been handled in that manner. Because the County Administration notified the County Council of Amendment No. 1, it seems logical that other substantive amendments to the Master Agreement should have also been communicated to the County Council along with justifications. This is supported by the Chief of Purchasing's

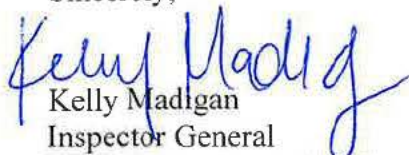
statement that the failure to make these notifications was an oversight that needed to be addressed with their personnel.

Thus, the Office has determined that by not notifying the County Council of Amendment No. 2, Amendment No. 3, and Amendment No. 4 to the Master Agreement, the County Administration violated Section 902(f) of the County Charter and Section 13.3 of the County's Purchasing Manual. The result of these violations is that the County Council did not have an opportunity to make inquiries about these amendments to the Master Agreement, which have authorized the County Administration to purchase a significant amount of equipment and related items from a Vendor who was selected through a noncompetitive process. Since the County Council was made aware of Amendment No. 1 to the Master Agreement, the subsequent three amendments have increased the amount of funds the County Administration may pay the Vendor from \$24,819,882.87 (Amendment No. 1) to \$28,773,046.72 (Amendment No. 2) to \$45,115,455.00 (Amendment No. 3) to an altogether elimination of the compensation cap for the Master Agreement (Amendment No. 4), albeit with the caveat that the compensation cannot "exceed the sum of the County Council approved appropriation during the entire term of the Agreement including renewals thereof." Further, the public was not made aware of these decisions by the County Administration, via the minutes to the County Council sessions, as it should have been pursuant to Section 902(f) of the County Charter and Section 13.3 of the County's Purchasing Manual.

The Office's findings, as outlined in the report, should in no way be interpreted as a negative reflection on the Vendor or the Vendor's products and services, including the CAD system, which was the subject of the original complaint. Rather, the Office's findings are meant to highlight a breakdown in procedures, which are fundamental to the checks and balances that exist between the executive and legislative branches of County government.

This matter is being referred to you for an official response. Please respond in writing by May 15, 2024. In the response, please indicate what actions have been taken or what actions you intend to take regarding this matter. If those actions include personnel matters, please include that information as well. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,


Kelly Madigan
Inspector General
Office of the Inspector General

cc: John A. Olszewski, Jr., County Executive
Dori Henry, Chief of Staff
James R. Benjamin, Jr., County Attorney
Kevin Reed, Director, Office of Budget and Finance

Rosetta Butler, Chief of Purchasing Services, Office of Budget and Finance
Chris Martin, Acting Director, Office of Information Technology
Israel Patoka, Chair, County Council
Lauren M. Smelkinson, County Auditor

Sec. 902. County purchasing policies and practices.

Unless changed pursuant to section 502 of this Charter, the director of budget and finance shall be the county purchasing agent and shall have the following purchasing functions which he may delegate to a deputy purchasing agent in his office and under his supervision or to another county official if authorized by legislative act of the county council:

- (a) The making of all purchases and contracting for all public work and services, and for all supplies, material and equipment for all offices, departments, institutions, boards, commissions and other agencies of the county government for which payment is to be made out of county funds.
- (b) If recommended by the county administrative officer and approved by legislative act of the county council, the establishment and operation of a county warehouse for county supplies, material and equipment and the maintenance of a sufficient stock of stable commodities to meet the requirements of the county government.
- (c) The development and operation of a uniform and modern system of property accounting and stores control based upon perpetual inventory.
- (d) The establishment, after consultation with the appropriate county officials, of suitable specifications and standards for all supplies, materials and equipment to be purchased, and the inspection of all deliveries to determine compliance with such specifications and standards.
- (e) The establishment and maintenance of a system of requisitions and receipts covering the furnishing of supplies, materials and equipment to the various offices, departments, institutions, boards, commissions and other agencies of the county.
- (f) The establishment, with the approval of the county administrative officer and by legislative act of the county council, of reasonable rules and regulations governing the circumstances under which the use of competitive bidding is not appropriate or feasible. When such 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. Whenever a contract is awarded by a process other than competitive bidding, a copy of the contract shall be given to the county council and, at the next legislation session-day following the award of the contract, the secretary to the county council shall formally announce to the council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, a permanent record, which shall be available for inspection by the public.

(Bill No. 87, 1978, § 1; approved by voters Nov. 7, 1978; effective Dec. 8, 1978; Bill No. 117, 1982, § 1; approved by voters Nov. 2, 1982; effective Dec. 3, 1982; Bill No. 102-96, § 1; approved by voters Nov. 5, 1996; effective Dec. 5, 1996)

Editor's note(s)—The publisher corrected a former reference to "or reasonable rules" in subsection (f) of this section to read "of reasonable rules". All prior versions of the Charter contained the latter language. The publisher believes that the error occurred inadvertently in Bill No. 102-96.

Exhibit 1

SECTION 12: CONTRACTS: PREPARATION AND ROUTING

A standard contract form for use by all using agencies may be obtained from BCnet (the County's Intranet) or from the Purchasing Division.

Note: There is a strict time frame for placing contracts on the County Council agenda. Therefore, consideration must be given as to whether or not County Council approval is required in order to permit adequate processing time.

12.1 Pursuant to Section 715 of the Charter, contracts must be approved by the County Council before execution by the County if the contracts are:

12.1.1 For the purchase of real or leasehold property in excess of \$5,000;

12.1.2 For the lease of real or leasehold property in excess of \$25,000 in the aggregate;

12.1.3 For services for a term in excess of 2 years.

Note: Regarding successive awards of service contracts:

Notice of award shall be provided to the County Council (Code Section 10-2-305) when a service contract is awarded to a vendor who has had a prior service contract with the County for the same or substantially the same services during the 2 fiscal years prior to the award of the contract, if the award of the contract will result in payment to the vendor in excess of \$50,000 in the aggregate during the contract period and the 2 preceding fiscal years.

The notice shall be accompanied by a copy of the contract, purchase order, and a summary of the vendor's prior contract history for the same or substantially the same services during the 2 preceding fiscal years. The award shall be formally announced to the County Council, including the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council meeting.

12.1.4 For services involving the expenditure of more than \$25,000 per year.

12.1.5 A contract amendment does not require County Council approval if (a) the amendment does not materially revise the contract terms, including but not limited to, the contract term, scope of work, or nature of services to be rendered for the benefit of the County and (b) does not increase the compensation cap of the contract. Determination of what constitutes a nonmaterial revision shall be in the reasonable discretion

of the Director of OBF.

12.2 Contracts for the purchase of commodities in which the total purchase price is deferred or financed for a term of years and any contract for the lease or lease/purchase of commodities must be approved by the County Council before execution. This applies to any such contract which exceeds \$50,000 in the aggregate (Code Section 10-2-303).

12.3 Contract must be prepared and routed as follows:

12.3.1 The standard contract form is prepared by selecting applicable bracketed language and deleting inapplicable provisions or inserting the information requested. The form may have to be modified for a particular transaction; contact the Office of Law before modification.

12.3.2 Following preparation of the contract document, enter the contract into the Document Tracking System (DOCTR) to obtain a routing number. Note the DOCTR routing number on the signature page of the contract under the Office of Law signature line. Forward one complete copy and one additional signature page of the contract to the Office of Law.

12.3.2.1 The Office of Law will review the contract for form only (not signed at this time) -- and will return it to the using agency for changes or corrections, if necessary. If no corrections are needed, or upon satisfactory review of the revised contract, the reviewing attorney will initial and date the contract, signifying approval for form.

12.3.2.2 Following approval for form, the contract documents are forwarded to OBF (1 copy is made for Accounting).

If the contract requires approval of the County Council, a completed Council Action Request Form and Executive Summary must be submitted electronically into the Council Action Request System.

12.3.3 Contract originals are then routed as follows:

12.3.3.1 The contractor's signature is obtained;

12.3.3.2 The signature of the head of using agency, if applicable;

12.3.3.3 Approval from OBF, Accounting Section for funds availability is obtained – Accounting will retain their copy;

12.3.3.4 Approval from the Office of Law for form and legal sufficiency is obtained (signed at this time).

12.3.3.5 When County Council approval IS NOT required - -

If a contract is in excess of \$25,000, the contract is forwarded to the Administrative Office for execution by the Administrative Officer. If a contract is in the amount of \$25,000 or less, the contract may (in accordance with Code Section 10-2-306) be forwarded to the Director of OBF or the Director's designee for execution.

When County Council approval IS required - -

Contract documents are forwarded to the Administrative Office for placement on the County Council agenda and, if approved by the County Council, for subsequent execution by the Chairman of the Council and thereafter the Administrative Officer.

- 12.4** When the 2 original contracts are fully executed and returned to the using agency, the using agency must forward the 2 signed originals (a copy is retained by the using agency) to the Purchasing Division for issuance of a master agreement or purchase order. The master agreement or purchase order is the official notice of contract award. A signed original contract is sent to the contractor with the master agreement or purchase order and the second signed original is retained in the Purchasing Division files.

SECTION 13: NONCOMPETITIVE PROCUREMENTS
(Sole Source, Proprietary, and Emergency in Excess of \$5,000)

13.1 A purchase may be made by noncompetitive negotiation only when neither formal bidding nor requests for proposals are appropriate or feasible as determined by the Purchasing Agent or designee (documentation required - see Section 13.2). Examples of noncompetitive procurements include but are not limited to:

13.1.1 Commodities for which there is only one known source of supply.

13.1.2 Brand name products when such products can only be obtained from the manufacturer or its authorized or franchised distributor (proprietary).

13.1.3 Purchases made as a result of exercising the option to make purchases at the termination of a lease, or to take advantage of accumulated accruals.

13.1.4 Purchases of commodities or services of an emergency nature.

When this condition arises during a period when the Purchasing Division is not open for business, such commodities or contractual services as are required to restore operation of the service or to eliminate a dangerous condition may be purchased from the most practicable source by the using agency. The using agency shall, however, whenever possible, secure competitive telephone bids and award to the lowest responsive and responsible bidder. The using agency shall also, not later than the next regular County business day, submit to the Purchasing Division a requisition, a tabulation of bids received, if any, and supporting receipts showing the price, description, date of purchase and signature of the employee receiving the material, and a written explanation of the circumstances of the emergency signed by the department head or deputy.

Under all other circumstances when commodities are needed for immediate use, the using agency shall promptly notify the Purchasing Division who shall either purchase the required commodities or contractual services or authorize the using agency to do so.

13.2 All requisitions covering commodities or services to be procured without competition or on an emergency basis must be accompanied by written justification addressed to the Purchasing Division, signed by the department head or deputy and approved by the Purchasing Agent. Where appropriate, written justification will be included in reports to the County Council.

13.3 Whenever a contract in excess of \$25,000 is awarded by a noncompetitive process, a copy of the purchase order shall be given to the County Council (Charter, Section 902(f)). The purchase order shall be formally announced to the County Council, including the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council meeting, a permanent record, which shall be available for inspection by the public.

13.4 It is the job of the Buyers in the Purchasing Division to make absolutely sure that there is no other suitable or acceptable product to meet a need. To assist using agencies in preparing a written justification, the following guide is offered:

Has a written determination been provided as to why no other product is suitable or acceptable to meet the need?

What would happen if the sole source or proprietary product were unavailable or unattainable?

Has a determination been made that the sole source or proprietary commodity price is fair and reasonable?

Has the sole source determination been approved by the appropriate department head or designee?

This information is provided as a general guideline to assist using agencies in preparing justifications for noncompetitive procurements as needed. Contact the Purchasing Division Buyers with concerns regarding a particular procurement.

BALTIMORE COUNTY, MARYLAND
PURCHASING BUREAU
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665



INVITATION TO BID

**TERM AGREEMENT FOR RADIO EQUIPMENT AND
PARTS FOR THE 800 MHz COMMUNICATION SYSTEM**

FEBRUARY 1, 2008

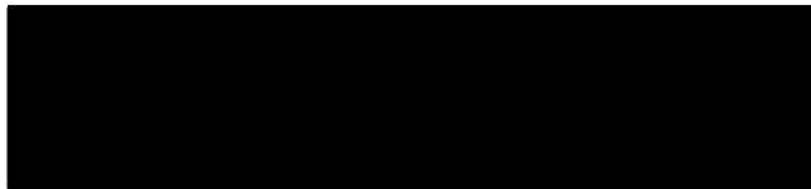


Exhibit 4

BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Bureau. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Invitations to Bid and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Bureau. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Bureau. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Bureau.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Bureau in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Bureau will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotations and Invitations to Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Invitations to Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment to invoice quantities and shipment receipts and maintenance/repair records for the County's radio system. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited review, or at Customer's request Motorola will provide copies of the specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B.

Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for damages incurred related to materials, supplies or services that are not delivered in accordance with the agreed upon delivery schedule. The County shall be entitled to collect actual damages incurred directly by the County, its agents, assigns and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials, where practicable.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Bureau. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default: 1) To suspend the contractor's authority to receive any undisbursed funds; and/or 2) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

All sums owed by Customer to Motorola will become due and payable within thirty (30) days upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 Motorola will defend, indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

7.2 Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

8. Minority Business Enterprise (MBE) and Small Business Notice: Although there is no requirement that the Contractor be an MBE, a Women-Owned Enterprise (WBE), or a Small Business, M/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes both parties agree to use best efforts to negotiate a mutually acceptable resolution.

9.2 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Bureau.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

17.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

17.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

17.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

17.4 Additional Reservations for RFP's

17.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

17.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

17.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] Vice President, Motorola Sales and Services, Inc., and I am duly authorized to represent and bind [business] Motorola, Inc. (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

Affirm with clarification – see attached addendum.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

Affirm with clarification – see attached addendum.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

Affirm with clarification – see attached addendum.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a (Insert State Name) (Delaware) (Select One: Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor) (Corporation), that it (Select One: (is)) registered in accordance with the Corporations and Associations' Article of the Annotated Code of Maryland, that it (Select One: (is)) in good standing in the State of Maryland, and that it (Select One: (has)) filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:



(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

K. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a

genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States. The disclosure shall be made to the Office of Budget and Finance, Purchasing Bureau.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: February 19, 2008

By: _____

Title: Vice President, Motorola Sales and Services, inc.
(Authorized Representative and Affiant)

Procurement Affidavit Addendum:

C. Affirmation regarding other convictions; D. Affirmation regarding debarment

To the best of its information and belief, Motorola and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court.

Motorola is a Fortune 100 company with tens of billions of dollars in annual sales globally, employing thousands of workers worldwide and having more than one hundred thousand (100,000) shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to hundreds of civil lawsuits over the last ten (10) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. As a publicly traded company Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. A copy of the cover page and of the relevant "Legal Proceedings" section of Motorola's most recently filed 10-K is available upon request. Since the 10-K contains only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which Motorola or its subsidiaries are presently involved.

From time to time, Motorola and its subsidiaries have been the subject of investigations by government entities in connection with their government contracting activities. These investigations have been both civil and criminal in nature. Within the last fifteen (15) years, none of these matters has resulted in the filing of any criminal prosecution, or plea nor has any governmental entity suspended or debarred Motorola as a result of any such investigation.

In March 1988, Motorola's former Government Electronics Group (GEG) located in Scottsdale, Arizona, entered guilty pleas to three (3) counts of making false statements to the U.S. Government. The pleas related to the mischarging of labor costs on three (3) Department of Defense contracts. On March 24, 1988, Motorola and Defense Logistics Agency entered into an Administrative Settlement Agreement ("Agreement") dealing with GEG's internal controls and programs to assure its present responsibility. Motorola paid fines and additional amounts in the form of voluntary refunds and other payments, as full release and satisfaction of the government's claims against it. The Agreement specifically determined that neither suspension nor debarment was necessary to protect the Government's interests. The Agreement expired by its own terms in March, 1991.

In June, 2004, Symbol Technologies, Inc., a subsidiary of Motorola, entered into settlement agreements with the Department of Justice and the Securities and Exchange Commission. These settlement agreements were the result of accounting irregularities directed by former management of the Company over a several year period ending in 2002. As part of those agreements, Symbol made a payment of \$40 million to the United States Postal Inspection Service Consumer Fraud Fund and a restitution fund of purchasers of Symbol common stock. Symbol itself was not charged, prosecuted or indicted for any crimes. However, several members of Symbol's former management, none of whom has been employed at Symbol for at least twenty-four (24) months, were indicted for securities fraud and related offenses. As a result, Symbol has new Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer, and it has strengthened its auditing and accounting functions since 2002, hiring replacement and additional staff in both areas.

E. Affirmation Regarding Debarment of Related Entities

Motorola, Inc. asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government entity

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)

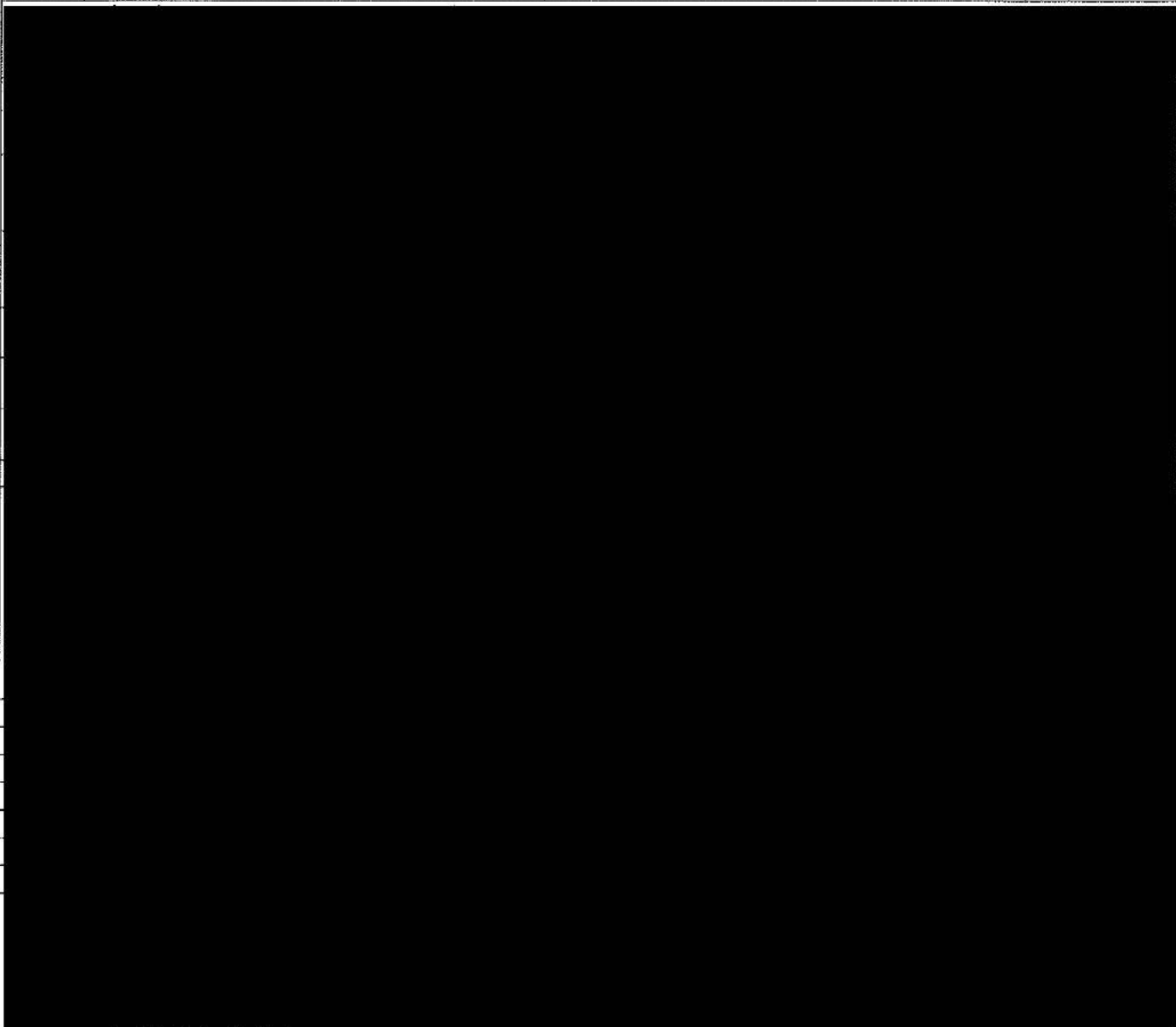
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, as shown on your income tax return. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. **Other entities** must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).



Signature of U.S. Person

Date
April 23, 2008

**BALTIMORE COUNTY, MARYLAND
INVITATION TO BID
TERM AGREEMENT FOR RADIO EQUIPMENT AND PARTS
FOR THE 800 MHz SYSTEM COMMUNICATION SYSTEM**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase radio equipment and parts for the Motorola 800 MHz communications system covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to order equipment and parts that may be required during the said period, and it also reserves the right not to order equipment and parts bid upon by the vendor, if it is found that such equipment and parts are not required by the County during the period covered by this contract.

2. TERM OF AGREEMENT.

- 2.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the Baltimore County Purchasing Bureau ninety (90) days prior to the current terms expiration date.

3. PRICES.

- 3.1 Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.

4. ESCALATION.

- 4.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 4.2 For purposes of this section, "Consumer Price Index" shall mean 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.
- 4.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for # days from the date of the increase.

5. RELEASE ORDERS.

- 5.1 Release orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of Baltimore County. Specific quantities and delivery information will be indicated on release orders. Each release order will refer to the master contract number.
- 5.2 Release orders issued within the term of this contract, even if not completed within the term of this contract, shall continue to be bound by the terms and conditions herein.

6. **DELIVERIES.**

- 6.1 Deliveries shall be made promptly. If deliveries are not made within the time frame mutually agreed upon by the parties, the Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market.
- 6.2 If the vendor is unable to supply requested supplies within the mutually agreed upon time frame, due to factory delay, strike or any unforeseen circumstances, the vendor must notify the Buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards.
- 6.3 Failure to meet delivery date and to provide supplies/services as specified may result in a breach or default under this contract.

**BALTIMORE COUNTY, MARYLAND
INVITATION TO BID
TERM AGREEMENT FOR RADIO EQUIPMENT AND PARTS
FOR THE 800 MHz SYSTEM COMMUNICATION SYSTEM**

MOTOROLA TERMS AND CONDITIONS

Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Terms and Conditions apply to contracts whereby Motorola will provide to Customer radio equipment and parts compatible with the 800 MHz communication system.

Section 2 DEFINITIONS AND INTERPRETATION

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

Section 3 SCOPE

- 3.1 Motorola will provide the radio equipment and parts described in this Agreement or in a document attached to this Agreement.
- 3.2 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 3.3 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen, or taken out of service. Customer's obligation to pay Services fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- 3.4 Customer must specifically identify the Equipment that is labeled intrinsically safe for use in hazardous environments.
- 3.5 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in the Agreement.

Section 4 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (lists of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 5 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will not pay sales tax except for materials incorporated in the work performed by Motorola.

Section 6 DEFAULT / TERMINATION

If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 8 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other Federal, State, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 9 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 10 MATERIALS, TOOLS, AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings, or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 11 GENERAL TERMS

- 11.1 If any court renders any portion of this Agreement unenforceable, the remain terms will continue in full force and effect.

- 11.2 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

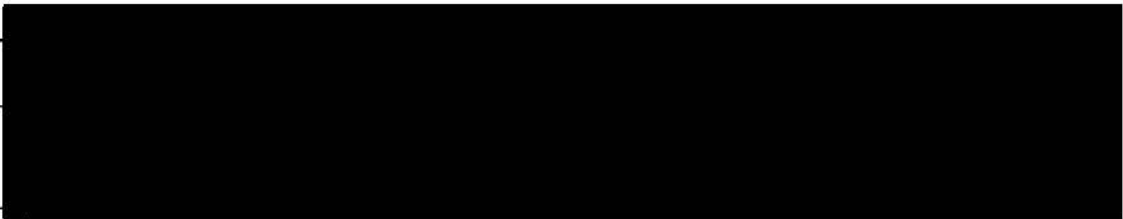
- 11.3 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

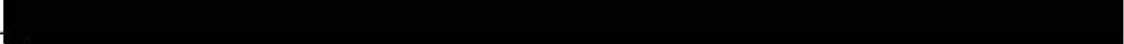
**BALTIMORE COUNTY, MARYLAND
INVITATION TO BID
TERM AGREEMENT FOR RADIO EQUIPMENT AND PARTS
FOR THE 800 MHz SYSTEM COMMUNICATION SYSTEM**

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE INVITATION TO BID / REQUEST FOR PROPOSAL. *


COMPANY NAME: Motorola, Inc.

ADDRESS: 

TELEPHONE: 

SIGNED:  * DATE: February 19, 2008

PRINT NAME:  TITLE: Vice President
Motorola Sales and Services, Inc.

TAX ID NUMBER (FIN/SS#): 

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

We wish to submit a "NO BID" at this time.

We do not offer this commodity/service.

Is your company a **certified** Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Payment Terms: Net 30 Days Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

Delivery shall be made within Factory Availability calendar days after receipt of order.

F.O.B. Destination (unless otherwise stated herein).

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

Standard Terms and Conditions of Sale

1. Scope. Motorola, Inc ("Seller") will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Exhibit B. The term of this Agreement shall begin on the date of contract execution and shall continue for a period of one (1) year, with Customer reserving the right to renew the Agreement for up to four (4) additional one-year renewal options. These terms and conditions, together with the attached Software License Agreement, Exhibit B, the February 01, 2008 Proposal, and the Invitation To Bid comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order.
2. Price and Payment Terms. The Equipment Pricing set forth on Exhibit B excludes applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within thirty (30) days after the invoice date. Seller will pre-pay and add all freight charges to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon delivery. Title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.
3. Software. If this transaction involves software, any software owned by Seller ("Motorola Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-Motorola Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-Motorola Software. In the event equipment provided by Seller to Customer contains Non-Motorola Software, a copy of such license shall be provided.
4. Express Limited Warranty and Warranty Disclaimer. Motorola Software is warranted in accordance with the SLA. For one year from the date of delivery, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; or Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product within a commercially reasonable time. This action will be the full extent of Seller's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties may jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.
6. LIMITATION OF LIABILITY. Except for personal injury or death and intellectual property infringement matters, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.
7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.
8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of Maryland. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.
9. Governing Law. This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of Maryland.

10. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:



Seller

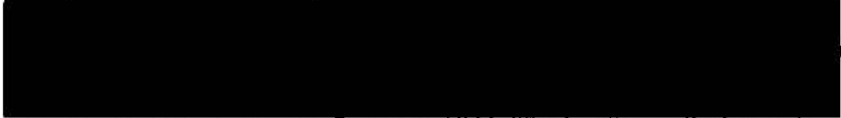
Baltimore County, MD

[Handwritten signatures]



APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

ENCUMBRANCES ARE BY
SUB-ORDER RELEASE



For DEPUTY DIRECTOR FOR FINANCE DATE *1/11*

Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between MOTOROLA, INC., ("Motorola"), and BALTIMORE COUNTY, MARYLAND ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products in connection with public safety communication system. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the business use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto only one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will use customary practices to maintain, during the term of this Agreement and for a period of two years thereafter, reasonably accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect

Licensee's premises, books and records, upon thirty (30) days prior written notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of Maryland. The Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
Baltimore County Pricing Discount off Published List Price

Portables:	VHF	UHF	800MHz	Low Band
XTS 5000	26%	26%	26%	
XTS 2500	26%	26%	26%	
XTS 1500	26%	26%	26%	
MT1500	15%	15%	15%	
HT1250	25%	25%	20%	
HT750	25%	25%	20%	

Discount levels applies to all portables models I,II,III
 Models not listed are 15% discount

Mobiles:	VHF	UHF	800MHz	Low Band
CDM	25%	25%	-	25%
XTL5000	23%	23%	23%	
XTL2500	23%	23%	23%	
XTL1500	15%	15%	15%	

Discount levels applies to all portables models I,II,III
 Models not listed are 15% discount

MOTOTRBO Products: 5%

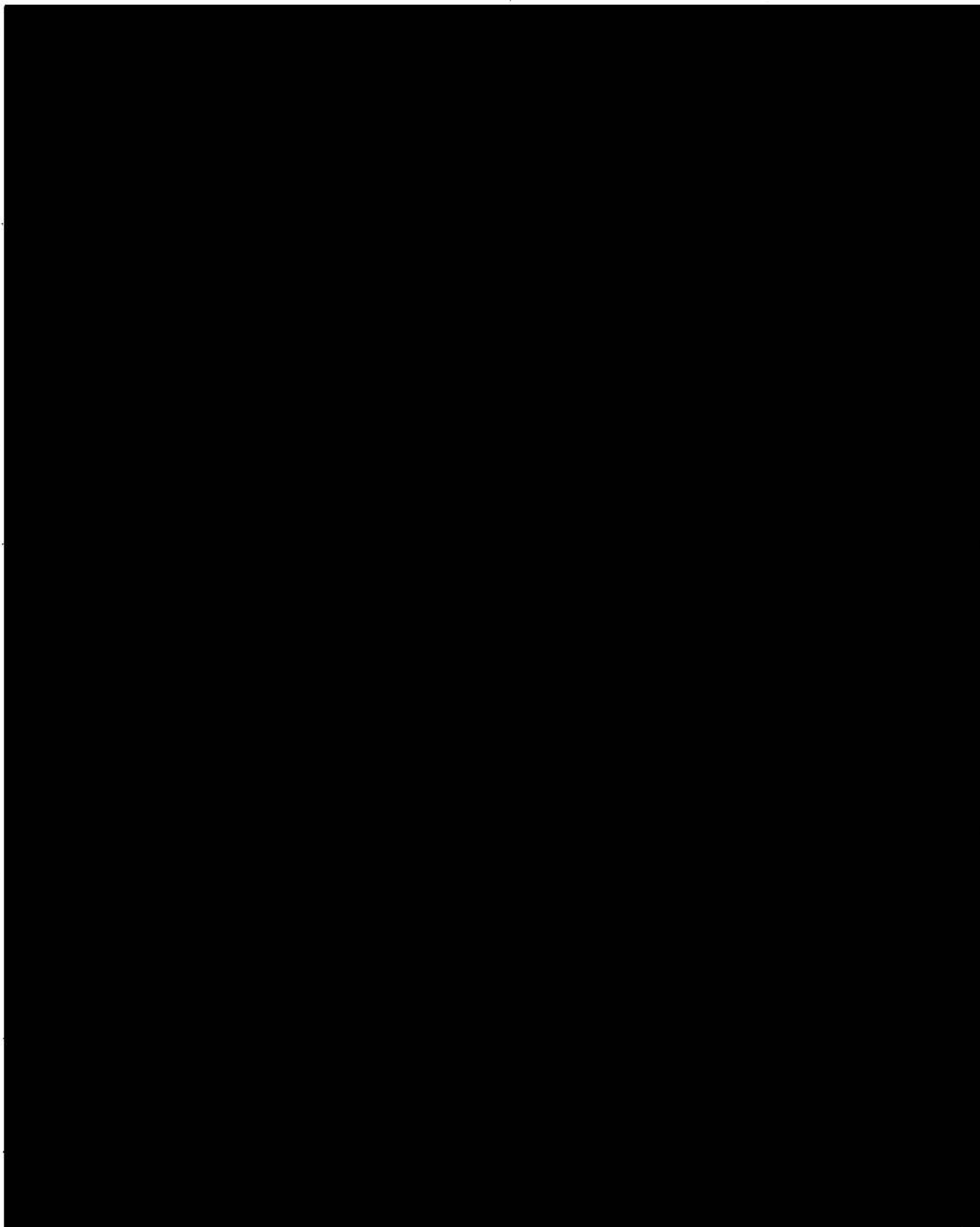
Stations/Consoles:	VHF	UHF	800MHz	900MHz	Low Band
Quantar	20%	20%	20%	-	
Astro Consolette	-	15%	15%	-	
Astro Tac	20%	20%	20%		
MTR2000	15%	15%	15%	15%	
GTR8000	20%				
MCC7500 Consoles	20%				

Mobile Data and Fixed Data:

MW810	20%
ML910	20%
Handheld Mobile Computing (excluding MC35 / MC50)	25%
MC35 / MC50	8%
VRM	10%
HPD Modems	10%
DP-2	10%
ALPR	10%
Fixed Data	8%
Broadband	15%
Point to Point	10%
Advanced Data Capture (Handheld Scanning & Imaging)	25%
WLAN	25%
RFID (fixed / mobile)	25%
Extended RFID Services (Handheld Mobile Computing, ADC, RFID and WLAN)	18%
Computer Aided Dispatch Applications	10%
Mobile Data Applications	10%

Parts and Accessories: 25% (some exceptions apply)

DELEGATION OF AUTHORITY
(DELEGATION EXCEEDING FIVE MILLION DOLLARS)



FILE COPY

[REDACTED]

The Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on May 31, 2008. This Delegation of Authority can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Division.

IN WITNESS WHEREOF, I have executed this Delegation of Authority as of this 31st day of May 2007.

[REDACTED]

Americas Group, Enterprise Mobility Solutions
Motorola, Inc.

ORIGINAL

**BALTIMORE COUNTY, MARYLAND
AMENDMENT NO. 1 TO MOTOROLA MASTER AGREEMENT 287 FOR
RADIO EQUIPMENT AND PARTS FOR THE 700/800 MHZ
COMMUNICATION SYSTEM**

28th THIS AMENDMENT NO. 1 TO AGREEMENT (this "Amendment"), is made this day of APRIL, 2013 by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic (the "County") and **Motorola Solutions, Inc.**, 7031 Columbia Gateway Drive, Columbia, Maryland 21046, (the "Contractor").

WHEREAS, the County and the Contractor entered into Master Agreement 287, awarded pursuant to those terms and conditions in the term agreement for radio equipment and parts for the 700/800 MHz Communication System, and any amendments and revisions thereto, and any purchase order(s) subsequently issued, with an effective date of April 28, 2008 (the "Agreement"), wherein the Contractor agreed to provide 700/800 MHz radio, equipment, parts, maintenance and support (the "Services") as more fully detailed in the Agreement, for the sum not to exceed Two Million Six Hundred and Six Thousand Six Hundred and Thirty Eight Dollars and Eighty Seven Cents (\$2,606,638.87) for the initial term; and

WHEREAS, the Agreement is in its final renewal term, which commenced on April 28, 2012, and expires April 27, 2013; and

WHEREAS, the County has determined that it is in the best interest of the County to extend the Agreement, which is attached hereto and incorporated herein as Attachment A, to avoid interruption of Services for an initial period commencing April 28, 2013 to September 1, 2013, with four subsequent one year renewals commencing on September 1 to August 31, of the applicable renewal years, for a sum not to exceed Twenty Four Million Eight Hundred Nineteen Thousand Eight Hundred Eighty Two Dollars and Eighty Seven Cents (\$24,819,882.87) during the entire term of the Agreement, including renewals; and;

WHEREAS, the County and the Contractor have determined that it is in the best interests of the County to add and/or maintain the following equipment and parts: GTR8000, APX, HPD, XTVA, DVRS, MCC Consoles, MIP Console, Desksets, and KVL product lines to the Agreement, at those purchase price discount off published list prices and subscriber equipment flat rate depot service repair prices further detailed in Attachment B hereto and incorporated herein; and

WHEREAS, the parties desire to amend the said Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Paragraph 2.1 of the General Conditions of the Agreement, which states:

“The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for up to four (4) additional one year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each options year unless notice is given to the vendor/contractor that the contract is not renewed.”

shall be stricken in its entirety and the following shall be inserted in lieu thereof:

“This Agreement shall be effective when executed by the County for a period commencing on April 28, 2013, which shall continue through September 1, 2013 (the “Initial term”). Baltimore County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each options year unless notice is given to the vendor/contractor that the contract is not renewed.”

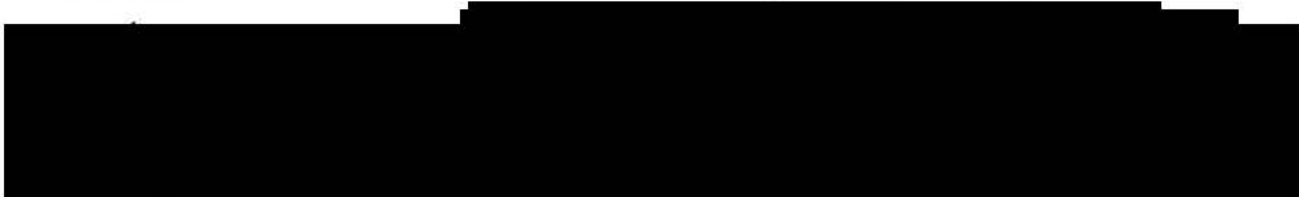
2. Exhibit B of the Agreement, titled “Baltimore County Pricing Discount off Published List Price” shall be stricken in its entirety and shall be replaced with Exhibit B titled, “Pricing”.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

WITNESS:

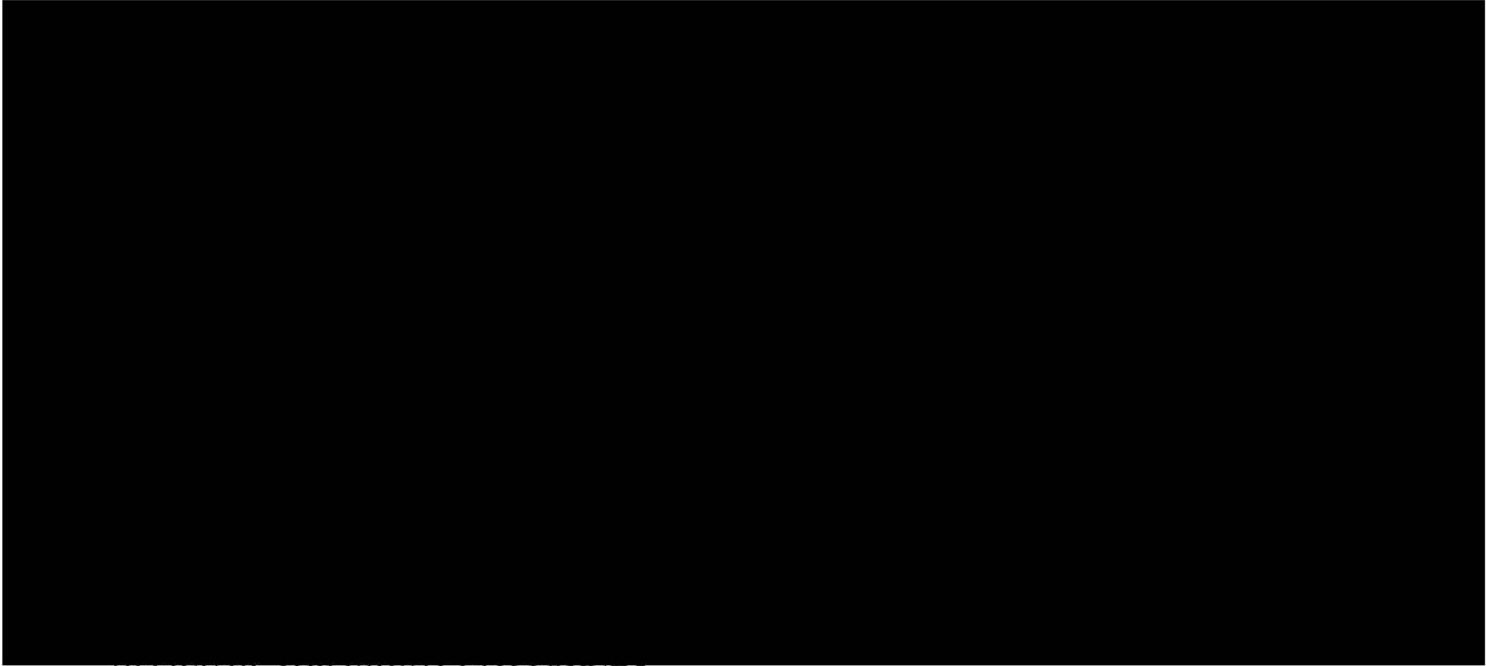
Motorola Solutions, Inc.



Signatures Continued On Next Page

WITNESS:

BALTIMORE COUNTY, MARYLAND



*Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

ORIGINAL

**BALTIMORE COUNTY, MARYLAND
AMENDMENT NO. 2 TO MOTOROLA MASTER AGREEMENT 287 FOR RADIO
EQUIPMENT AND PARTS FOR THE 700/800 MHZ COMMUNICATION SYSTEM**

THIS AMENDMENT NO. 2 TO MOTOROLA MASTER AGREEMENT 287 FOR RADIO EQUIPMENT AND PARTS FOR THE 700/800 MHZ COMMUNICATION SYSTEM (this "Amendment 2"), is made this 17th day of July, 2017 by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic (the "County") and **MOTOROLA SOLUTIONS, INC.**, 809 Pinnacle Drive, Suite G, Linthicum Heights, Maryland 21090-2535, (the "Contractor").

WHEREAS, the County and the Contractor entered into Master Agreement 287, awarded pursuant to those terms and conditions in the term agreement for radio equipment and parts for the 700/800 MHz Communication System, and any amendments and revisions thereto, and any purchase order(s) subsequently issued, with an effective date of April 28, 2008 (the "Agreement"), wherein the Contractor agreed to provide 700/800 MHz radio, equipment, parts, maintenance and support (the "Services") as more fully detailed in the Agreement, for the sum not to exceed Two Million Six Hundred and Six Thousand Six Hundred and Thirty Eight Dollars and Eighty Seven Cents (\$2,606,638.87) for the initial term; and

WHEREAS, the County and the Contractor entered into Amendment No. 1 to Motorola Master Agreement 287 ("Amendment 1") which extended the contract term through August 31, 2017, and compensation cap to a sum not to exceed Twenty Four Million Eight Hundred Nineteen Thousand Eight Hundred Eighty Two Dollars and Eighty Seven Cents (\$24,819,882.87); and

WHEREAS, the County has determined that it is in the best interest of the County to extend the Agreement, which is incorporated herein by reference and made a part hereof, to avoid interruption of Services for an initial extension period commencing September 1, 2017 to August 31, 2018, with four subsequent one year extensions commencing on September 1 to August 31, of the applicable extension years, for a revised not to exceed compensation cap of Twenty Eight Million Seven Hundred Seventy Three Thousand Forty Six Dollars and Seventy Two Cents (\$28,773,046.72) during the entire term of the Agreement, including subsequent extensions; and;

WHEREAS, the County and the Contractor have determined that it is in the best interest of the County to add and/or maintain the following equipment and parts: GTR8000, APX, HPD, XTVA, MOTOTRBO, DVRS, MCC Consoles, MIP Console, Desksets, LTE, 4.9/2.4 GHz and KVL product lines, at those purchase price discount off published list prices and subscriber equipment flat rate depot service repair prices further detailed in Exhibit B hereto and incorporated herein; and

WHEREAS, the parties desire to amend the said Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged,

the parties hereto agree to amend the Agreement as follows:

1. Paragraph 2.1 of the General Conditions of the Agreement, shall be stricken in its entirety and the following shall be inserted in lieu thereof:

“This Agreement shall be effective when executed by the County for a period commencing on April 28, 2013, which shall continue through September 1, 2013 (the “Initial term”). Pursuant to Amendment No. 1, the County has renewed this contract for up to four (4) additional one-year renewal options under the same terms and conditions, commencing on September 1, 2013 and expiring August 31, 2017. Pursuant to this Amendment No. 2, the County shall extend this Agreement, for an initial extension period commencing on September 1, 2017 continuing through August 31, 2018. The County reserves the right to extend this contract for up to four (4) additional one-year extension options under the same terms and conditions. The County will automatically extend this contract on each options year unless notice is given to the Contractor that the contract is not renewed.”

2. Attachment B - Pricing, Exhibit B - Pricing of Amendment 1, titled “Table 1: Purchase Price Discount off Published List Price” shall be stricken in its entirety and shall be replaced with Exhibit B titled, “Baltimore County Pricing Discount off Published List Price - Amendment No. 2”.

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

Signatures On Next Page

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

WITNESS:

MOTOROLA SOLUTIONS INC



Exhibit B
Baltimore County Pricing
Discount off Published List Price – Amendment No. 2

Portables:	
All APX	28%
MT1500	15%
XTVA	15%
MOTOTRBO	5%
Discount levels applies to all portables models	
Models not listed are 15% discount	
Mobiles:	
All APX	28%
DVRS	15%
MOTOTRBO	5%
Discount levels applies to all mobile models	
Models not listed are 15% discount	
Stations/Consoles:	
APX Consolette	20%
ASTROTac	20%
MTR3000	15%
System Controllers and Prime Site Equipment	20%
Fault and Network Management	15%
GTR8000/GCP/GCM	20%
MLC8000/GCM8000 Comparators	20%
MCC7500 Series Consoles	20%
MCC7100 Series Consoles	20%
MCC5000 Series Consoles	15%
MIP5000 Series Console	15%
Desksets	15%
Logging Systems	8%
MOTOBIDGE	15%
All other console models not listed are 8% discount	
Mobile Data and Fixed Data:	
HPD Modems	10%
In car computing devices (laptops, tablets, etc), In Car Video, Body Worn Video	10%

Automatic License Plate Recognition (ALPR)	10%
Fixed Data	8%
Point to Point	10%
Advanced Data Capture (Handheld Scanning & Imaging)	25%
TRAK GPS	8%
LTE Infrastructure	10%
LTE End User Devices (LEX product line, VML product line, etc)	7%
4.9/2.4 GHz	8%
All data not listed are 8% discount	
Applications:	
E911 Solutions, ECW, Intrado, Airbus, etc	8%
Premier One (CAD, RMS, CSR, Mobile, Jail)	5%
Non Premier One Products (PMDC, etc)	8%
Real Time Video Intelligence, Optimized Video Security, Cameras, Intelligence Led Public Safety, Scene Doc, Public Engines	5%
Command Central Software Portfolio, e.g. Vault, Aware, Analytics, Inform	10%
Fire Station Alerting	8%
Wave	10%
Genesis Solutions	8%
School Safety Solution	10%
All applications not listed are 5% discount	
Miscellaneous:	
Bi-Directional Amplifiers (BDA)	5%
Drop Ship Equipment including antenna, line, cabinets, racks, switches, routers, microwave, Zebra WLAN, mobile computers, etc	8%
KVL/KMF	15%
Parts/Accessories/Minitor Pagers	23% <small>(some exceptions)</small>
Subscriber Flashes, APX Radio Management	20%
Motorola Professional Services (including Project Management and Engineering Labor)	5%
Software as a Service SaaS, Labor Services	5%
This Pricing Exhibit may be subject to special promotions and trade-in offerings.	
Any applicable promotions will identify the promotion timelines and whether the promotion is in addition to the exhibit discount pricing.	

MA-287 5 YR ESTIMATE

MA-287 Subscriber Equipment and Maintenance Contract Extension

	Equipment	Parts	Depot Service	Line Total
Initial				
Extension	\$ 4,405,125.56	\$ 95,494.04	\$ 15,659.47	\$ 4,516,279.07
1	\$ 4,537,279.32	\$ 98,358.86	\$ 16,129.26	\$ 4,651,767.44
2	\$ 4,673,397.70	\$ 101,309.63	\$ 16,613.13	\$ 4,791,320.46
3	\$ 4,813,599.64	\$ 104,348.92	\$ 17,111.53	\$ 4,935,060.08
4	\$ 4,958,007.62	\$ 107,479.38	\$ 17,624.87	\$ 5,083,111.88
Contract Totals	\$ 23,387,409.85	\$ 506,990.83	\$ 83,138.26	\$ 23,977,538.93
			Cap Contingency:	\$4,795,507.79
			Contract Cap	\$28,773,046.72

(April 7, 2017)

Purchasing and Disbursements

Office of Budget and Finance

400 Washington Avenue • Room 148 • TOWSON, MARYLAND 21204
(410) 887-3272

Date: 05/26/2017

To: Purchasing

From: [REDACTED] Office of Information Technology

Subject: 902 (f) Justification (Purchasing Manual – Section 13)

Re: MA 287 Motorola 800 MHz Radio Equipment, Parts and Maintenance
Amend current Agreement to extend the term and increase the spending cap to \$28,773,046.72

Section I – To Be Completed by Agency

Check One: Service Commodity

Master Agreement: Yes No If yes, number of years 7 years

Section II – To Be Completed by Agency

1. Identify the features or functions that are proprietary to the requested product(s) or service. For services, identify the unique qualifications of the company providing the service?
Baltimore County owns, manages and maintains the 800 MHz trunked public safety radio communications system including all handheld radio units and relevant hardware. This system provides both voice and dispatch related data communications from the County's 911 Call Center to dispatch Law Enforcement, Fire and Rescue services. Motorola provides support and maintenance of hardware and software of the P25 Radio system.
2. Explain the need for the product(s) or service and why is it in the best interest for the County to purchase from the vendor. For product(s), provide the brand and model of existing equipment that are aligned with the request. For services, provide any existing or prior service contracts.
It is in the best interest of the County to continue to purchase radio equipment and maintenance from Motorola because the County has significant investments in Motorola portable radios, dispatch consoles, base stations used throughout the County for Public Safety. It is fiscally responsible to continue using, maintaining and purchasing Motorola equipment to maintain compatibility with current equipment. Motorola has been integral in the progression and preservation of the radio system. They are familiar with the County's technical needs and have consistently proven to be a reliable partner in maintaining the radio hardware and communication system which is vital to the County's Public Safety employees and the safety of County constituents. The primary product lines of hardware and software associated with this request are the GTR base stations, APX portable and mobile radios, MCC7500 radio dispatch consoles, ASTRO 25 system controllers and adjunct equipment and software used throughout the entire radio system.
3. What would happen if the product(s) or service were unavailable or unattainable? Provide a statement to describe the impact to the agency productivity or the public in general.

If the P 25 Radio System is not effectively maintained, public safety will be compromised. Failure of the radio system has the potential to endanger not only Public Safety employees but the constituents of Baltimore County as well.


4. How has it been determined that the price is fair and reasonable? Provide any price comparison analysis. For example, past history costs or cost to another agency/department in or out of Baltimore County.

Cost is consistent with past history.




To Be Completed by Purchasing

Under \$5k:


Chief of Purchasing

Over \$5k:


Executive Director of Budget and Finance

Red Tag: Yes No



ORIGINAL

**BALTIMORE COUNTY, MARYLAND
AMENDMENT NO. 3 TO MOTOROLA MASTER AGREEMENT 287
FOR RADIO EQUIPMENT AND PARTS FOR THE 700/800 MHZ
COMMUNICATION SYSTEM**

THIS AMENDMENT NO. 3 TO MOTOROLA MASTER AGREEMENT 287 FOR RADIO EQUIPMENT AND PARTS FOR THE 700/800 MHZ COMMUNICATION SYSTEM ("Amendment 3"), is made this 1st day of February, 2019 by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic (the "County") and **MOTOROLA SOLUTIONS, INC.**, 809 Pinnacle Drive, Suite G, Linthicum Heights, Maryland 21090-2535 (the "Contractor").

WHEREAS, the County and the Contractor entered into Master Agreement 287, effective on April 28, 2008, and any amendments and revisions thereto, and any purchase order(s) subsequently issued (collectively, the "Agreement"), wherein the Contractor agreed to provide 700/800 MHz radio, equipment, parts, maintenance and support (the "Services") for the sum not to exceed Two Million, Six Hundred Six Thousand, Six Hundred Thirty Eight Dollars and Eighty Seven Cents (\$2,606,638.87) for the initial term; and

WHEREAS, the County and the Contractor entered into Amendment No. 1 to Motorola Master Agreement 287 ("Amendment 1") which extended the contract term through August 31, 2017, and increased the compensation cap to a sum not to exceed Twenty Four Million, Eight Hundred Nineteen Thousand, Eight Hundred Eighty Two Dollars and Eighty Seven Cents (\$24,819,882.87); and

WHEREAS, the County and the Contractor entered into Amendment No. 2 to Motorola Master Agreement 287 ("Amendment 2") which extended the contract term through August 31, 2018, added four subsequent one-year term extensions, and increased the compensation cap to a sum not to exceed Twenty Eight Million, Seven Hundred Seventy Three Thousand, Forty Six Dollars and Seventy Two Cents (\$28,773,046.72) during the entire term of the Agreement, including subsequent extensions; and;

WHEREAS, the County has determined that it is in the best interest of the County to add certain equipment to facilitate the P25 Upgrade Project under Master Agreement 287, as amended, and to increase the compensation cap; and;

WHEREAS, the parties desire to amend the said Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. The compensation cap is hereby increased from Twenty Eight Million, Seven Hundred Seventy Three Thousand, Forty Six Dollars and Seventy Two Cents (\$28,773,046.72) to Forty Five Million One Hundred Fifteen Thousand Four Hundred Fifty Five Dollar and No Cents (\$45,115,455).

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

WITNESS:

MOTOROLA SOLUTIONS, INC.

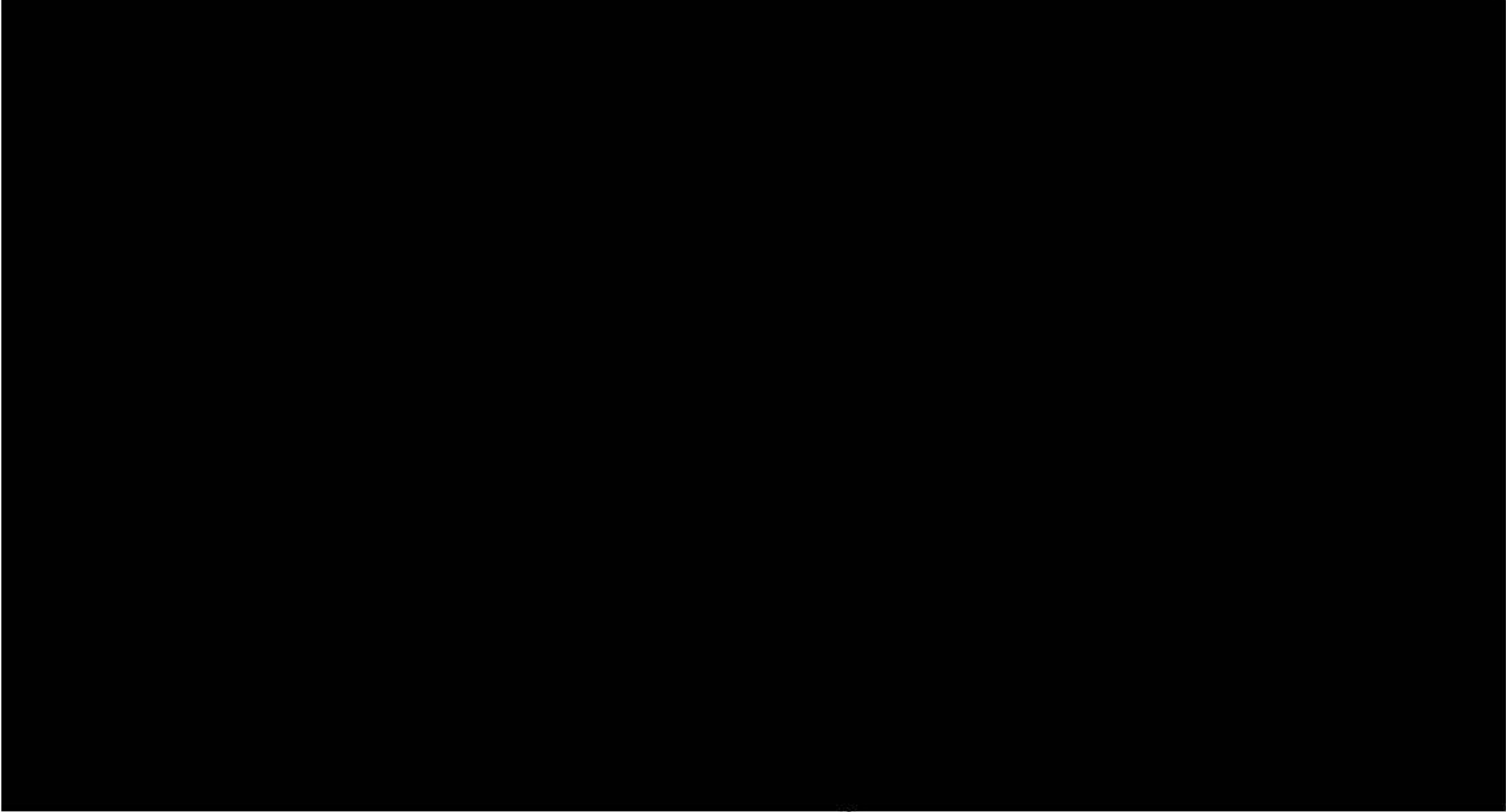
Executed at _____ on _____ 2008



*Signatures
Continued
On Next
Page*

WITNESS:

BALTIMORE COUNTY, MARYLAND



ORIGINAL

**BALTIMORE COUNTY, MARYLAND
AMENDMENT NO. 4 TO MOTOROLA MASTER AGREEMENT 287 FOR RADIO
EQUIPMENT AND PARTS FOR THE 700/800 MHZ COMMUNICATION SYSTEM**

THIS AMENDMENT NO. 4 TO MOTOROLA MASTER AGREEMENT 287 FOR RADIO EQUIPMENT AND PARTS FOR THE 700/800 MHZ COMMUNICATION SYSTEM (this "Amendment 4"), is made this 16 day of June, 2022 by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic (the "County") and **MOTOROLA SOLUTIONS, INC.**, 809 Pinnacle Drive, Suite G, Linthicum Heights, Maryland 21090-2535, (the "Contractor").

WHEREAS, the County and the Contractor entered into Master Agreement 287, awarded pursuant to those terms and conditions in the Term Agreement For Radio Equipment And Parts For The 700/800 MHz Communication System, and any amendments and revisions thereto, and any purchase order(s) subsequently issued, with an effective date of April 28, 2008 (the "Original Agreement"), wherein the Contractor agreed to provide 700/800 MHz radio, equipment, parts, maintenance and support (the "Services") as more fully detailed in the Agreement, for the sum not to exceed Two Million Six Hundred and Six Thousand Six Hundred and Thirty Eight Dollars and Eighty Seven Cents (\$2,606,638.87) for the initial term; and

WHEREAS, the County and the Contractor entered into Amendment No. 1 to Motorola Master Agreement 287 ("Amendment 1") which extended the contract term through August 31, 2017, and increased the compensation cap to a sum not to exceed Twenty Four Million Eight Hundred Nineteen Thousand Eight Hundred Eighty Two Dollars and Eighty Seven Cents (\$24,819,882.87); and

WHEREAS, the County and the Contractor entered into Amendment No. 2 to Motorola Master Agreement 287 ("Amendment 2") which extended the term, with renewals, through August 31, 2022 and increased the not to exceed compensation cap to Twenty Eight Million Seven Hundred Seventy Three Thousand Forty Six Dollars and Seventy Two Cents (\$28,773,046.72) during the entire term of the Agreement, including subsequent extensions; and

WHEREAS, the County and the Contractor entered into Amendment No. 3 to Motorola Master Agreement 287 ("Amendment 3") which increased the not to exceed compensation cap to Forty Five Million One Hundred Fifteen Thousand Four Hundred Fifty Five Dollars and No Cents (\$45,115,455.00) during the entire term of the Agreement, including subsequent extensions; and

WHEREAS, the County has determined that it is in the best interest of the County to amend the said Agreement to add ten (10) additional one-year renewal terms to allow for continued purchases of upgrades and supporting equipment for 800 MHz equipment, software and maintenance for GTR8000, APX, HPD, XTVA, MOTOTRBO, DVRS, MCC Consoles, MIP Console, Desksets, LTE, 4.9/2.4 GHz and KVL products; software maintenance/support of the PremierOne Solution Set, including the mandated Record Management System; and additional products, maintenance and support of those products in the interest of public safety; and

WHEREAS, the County has determined that the not exceed compensation cap shall be eliminated; and

WHEREAS, the parties desire to amend the said Original Agreement as amended by Amendment 1, Amendment 2, and Amendment 3 (collectively, the "Agreement") in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. The above recitals are hereby incorporated.
2. Paragraph 2.1 of the General Conditions of the Agreement, shall be stricken in its entirety and the following shall be inserted in lieu thereof:

"The Agreement shall be effective when executed by the County for a period commencing on April 28, 2013, and shall continue through September 1, 2013 (the "Initial Term"). This Agreement has been amended for additional renewal terms by Amendments No. 1 through 3. The County reserves the right to renew the Agreement for up to ten (10) additional one-year periods commencing September 1, 2022 (each a "Renewal Term"). The County will automatically renew the Agreement on each Renewal Term (except the last) unless notice is given to the Contractor that the Agreement is not renewed."

3. The compensation cap is hereby eliminated. In no event shall compensation paid to the Contractor exceed the sum of the County Council approved appropriation during the entire term of the Agreement including renewals thereof.
4. All other terms, conditions and provisions of the Agreement remain in full force and effect.

Signatures On Next Page

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

WITNESS:

[Redacted signature]

MOTOROLA SOLUTIONS, INC.

[Redacted signature]

By:

MSSSI Territory Vice President
Mid-Atlantic Territory

WITNESS:

[Redacted signature]

BALTIMORE COUNTY, MARYLAND

[Redacted signature]

By:

Administrative Officer

REVIEWED AND APPROVED:

[Redacted signature]

[Redacted signature]
Office of Information Technology

MASTER AGREEMENT ONLY

Encumbrances are by Delivery /Purchase Order

[Redacted signature]

6/14/22

OFFICE OF BUDGET AND FINANCE

APPROVED FOR FORM AND LEGAL SUFFICIENCY:*

(Subject to Execution by a Duly Authorized County Administrative Official, and the County Council, if indicated)

[Redacted signature]

OFFICE OF THE COUNTY ATTORNEY *abd* 6-14-22

*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

PURCHASING

[Redacted signature]

Baltimore County Government
Office of Information Technology



400 Washington Avenue
Towson, MD 21204

(410) 887-2441
Fax (410) 821-8024

MEMORANDUM

TO: [REDACTED] Chief
Purchasing Services

FROM: [REDACTED] Director *APS*
Office of Information Technology

RE: *902f* ~~Sole Source~~ Justification for Motorola Subscribers

DATE: January 8, 2008

I am requesting that the attached pricing proposal and award of contract for Motorola Radio Equipment and a contract be established for future purchases of subscriber equipment be considered sole source.

The Motorola equipment contract will be limited to equipment that is operated on our 800 MHz trunking systems and the 800 MHz data system. Motorola radio equipment for the Data Tac data system is proprietary in nature and not available from any other source. The subscriber equipment listed is the only equipment currently tested and approved by Baltimore County Electronic Services. This equipment meets our technical standards and specifications.

From the maintenance and support perspective our technicians are trained, we possess the programming and alignment software and hardware and an extensive parts and accessories inventory, allowing us to provide the continued service and support of this equipment. The product has been proven to meet the operational requirements by the Public Safety customers on the current Public Safety Communications System and are capable of supporting the planned migration to a P25 compliant system. These devices are also backwards compatible for interoperability on our neighboring jurisdictions, which are also Motorola 800 MHz systems.

In addition to our normal operation and maintenance of this equipment, the voice subscriber equipment must be equipped with the Motorola "rebanding firmware" to complete a seamless transition for 800 MHz Reconfiguration as defined the FCC and support the migration to the planned P25 compliant system. The radios manufactured by Motorola are uniquely capable of having both expanded control channel scan lists and expanded control channels scan lists and expanded failsoft channel scan lists for the rebanding mandate. Radios manufactured by other vendors are either a) incompatible in the final configuration or b) would be completely or partially off the air during the transition configurations of the County's systems, or both.

[REDACTED]
Office of Budget & Finance /

Exhibit 9



BALTIMORE COUNTY GOVERNMENT
OFFICE OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: December 10, 2012

To: [REDACTED]
Chief Procurement Officer

From: [REDACTED] Director,
Office of Information Technology

A handwritten signature in blue ink, appearing to be "ALS", written over the "From:" field.

Re: 902(f) Request – Motorola Solutions

OIT is requesting an extension of Master Agreement 287 with Motorola Solutions—for an additional five year term—for the purchase of various 700/800 MHz equipment, as well as the repair parts and depot maintenance of such subscriber equipment.

Baltimore County has maintained a relationship with Motorola Solutions to help facilitate the installation and maintain all aspects of the equipment used on the County's radio communications system. Our continued relationship with Motorola has been paramount in sustaining a cohesive and reliable radio system in the interest of Public Safety, as well as for other County agencies. Motorola provides the software and the associated hardware necessary to support our P25 radio system, and consequently, are much more intimate with the configuration and proprietary requirements of that system. The Master Agreement (287) that we currently have in place expires April 27, 2013; therefore, it is imperative that we extend our current contract until at least, April 27, 2018.

Based on the information provided above, the Office of Information Technology requests approval to purchase these services under the provisions of Section 902(f) of the Baltimore County Charter (as amended).

If you have any questions pertaining to this request, please contact [REDACTED]

APPROVED:

[REDACTED]

Office of Budget and Finance

*BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2008*

*Issued: June 26, 2008
Work Session: July 1, 2008
Legislative Day No. 12: July 7, 2008*

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



OFFICE OF THE COUNTY AUDITOR

Exhibit 11

BALTIMORE COUNTY COUNCIL

July 7, 2008

NOTES TO THE AGENDA

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TENTATIVE #4

**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2008, LEGISLATIVE DAY NO. 12
JULY 7, 2008 6:00 P.M.**

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

**A. MOMENT OF SILENT MEDITATION
PLEDGE OF ALLEGIANCE TO THE FLAG**

B. APPROVAL OF JOURNAL - June 2, 2008

C. ENROLLMENT OF BILLS - 29-08, 30-08, 31-08, 32-08, 33-08 & 60-08

D. INTRODUCTION OF BILLS

Bill 66-08 - Mr. Gardina - Basic Services Maps

Bill 67-08 - Mr. Bartenfelder - Zoning Regulations - Back River Neck Area

Bill 68-08 - Mr. Kamenetz(By Req.) - Purchasing Act - Signatures and the Purchasing Manual

Bill 69-08 - Mr. Kamenetz(By Req.) - Parking Fines

Bill 70-08 - Mr. Kamenetz(By Req.) - Parking Enforcement

Bill 71-08 - Mr. Kamenetz(By Req.) - CEB - Animal Control Grant

Bill 72-08 - Mr. Kamenetz(By Req.) - CEB - Therapeutic Treatment Services Program

Bill 73-08 - Mr. Kamenetz(By Req.) - CEB - Ryan White Part A Outreach Program

Bill 74-08 - Mr. Kamenetz(By Req.) - CEB - HIV Counseling, Testing and Referral

Bill 75-08 - Mr. Kamenetz(By Req.) - Revenue Authority - Multi-space parking meters

E. CALL OF BILLS FOR FINAL READING AND VOTE

Bill 61-08 - Mr. Kamenetz(By Req.) - CEB - HSGP UASI - Equipment Upgrades and maintenance costs

Bill 62-08 - Mr. Kamenetz(By Req.) - CEB - HSGP UASI - Hazardous Materials Training

Bill 63-08 - Mr. Kamenetz(By Req.) - CEB - Incident Management and Related Training

Bill 64-08 - Mr. Kamenetz(By Req.) - Capital Budget - Towson Commons, LLC (The ViPS, Inc. Project)

Bill 65-08 - Members Gardina, Oliver, Bartenfelder & McIntire - Zoning Regulations - Radio Operator Antennas

F. APPROVAL OF FISCAL MATTERS/CONTRACT

1. Contract - Ferrell Madden Lewis - Charette Facilitation Services - Back River Neck & Turner Station Areas

2. Contract - RCC Consultants, Inc. - Consulting Services - Public Safety Digital Communications System

3. Contract - The Electric Motor Repair Co. - Dept. of Corrections - Kitchen Equipment

4. Contracts - (2) - On-call Lead Abatement Services

5. Contract - LMC Landscaping, Inc. - Streetscapes 1 - Various Locations

6. Contract - LMC Landscaping, Inc. - Streetscape - Various Locations

7. Contract - Jacob Miller - Highway Streetscape Purposes

8. Contract - Thomas, Richard & Ronald Schott - Stormwater Management Pond Rights of Way

9. Contract of Sale - Rodney Webster Burns, Jr. & Ohma Lee Burns - Agricultural Land Preservation

10. Contract of Sale - Edward N. & Sharon Lee Michel - Widening of Lyons Mill Road

11. Contract - Kennedy Porter Associates, Inc. - Wetland Mitigation

12. Contract - Schwatka's Farm Service - Grass Mowing - Landfills

13. Contracts - (3) - Temporary Inspectors for Public Works Construction Projects

14. Contract - Titan Construction, LLC - Cleaning and repair of large boilers

15. Contract - Petroleum Services, Inc. - Fuel tank services for county owned/operated buildings

16. Addendum to Contract - Whitman, Requardt & Associates - Chapel Hill Elementary Water Tank

17. Contract - Rubeling & Associates, Inc. - Renovations of Courts Building Elevators

18. Addendum #2 to Contract - Environmental Quality Resources, Inc. - 2nd term of five-year contract

19. Addendum to Contract - Sanders Designs, P.A. - Lengthen Renewal Term

20. Addendum to Contract - Johnson, Mirmiran & Thompson, Inc. - Dogwood Road Bridge & Bridge Insp. Program

21. BAT #09-02C - Department of Public Works - Herbert Run Interceptor Sewer Phase II Project

22. BAT #09-01C - Department of Public Works - Rehabilitation of Patterson Avenue

23. Contract - Caplan Brothers, Inc. - Glass and Glazing Services

24. Contract - Rubeling & Associates, Inc. - On-call Space Planning and Design Services

G. MISCELLANEOUS BUSINESS

1. Correspondence - (a) (3) - Non-Competitive Awards (May 2, 2008)
 - (b) (3) - Non-Competitive Awards (May 12, 2008)
 - (c) (1) - Non-Competitive Awards (June 10, 2008)
 - (d) (1) - Non-Competitive Awards (June 12, 2008)
2. Res. 47-08 - Mr. Moxley - Approval of PUD - J. Kirby Development, LLC - Patapsco Ridge
3. Nominations - (6) - Mr. Kamenetz(By Req.) - Baltimore County Property Tax Assessment Appeal Board
4. Appointment - Mr. Kamenetz(By Req.) - Acting Health Officer - Dr. Gregory W. Branch
5. Res. 50-08 - Mr. Kamenetz - Property Tax Exemption - DAV - Nathaniel Lee
6. Reappointment - Mr. Bartenfelder - Board of Appeals - Robert Witt
7. Reappointment - Mr. Oliver - Board of Appeals - Wendell Grier
8. Appointment - Mr. Kamenetz(By Req.) - Animal Hearing Board - Katherine R. Jeschke
9. Res. 51-08 - Mr. Kamenetz(By Req.) - Support of grant provided by State for ViPS, Inc. - Towson Commons

BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2008, LEGISLATIVE DAY NO. 12
JULY 7, 2008 6:00 P.M.

Page

CALL OF BILLS FOR FINAL READING AND VOTE

MICHAEL ROBINSON, DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

- 1 Bill 61-08 - Mr. Kamenetz(By Req.) - CEB - HSGP UASI - Equipment Upgrades and maintenance costs
1 Bill 62-08 - Mr. Kamenetz(By Req.) - CEB - HSGP UASI - Hazardous Materials Training
5 Bill 63-08 - Mr. Kamenetz(By Req.) - CEB - Incident Management and Related Training

DAVID IANNUCCI, DIRECTOR, ECONOMIC DEVELOPMENT

- 8 Bill 64-08 - Mr. Kamenetz(By Req.) - Capital Budget - Towson Commons, LLC (The ViPS, Inc. Project)

COUNCIL

- 12 Bill 65-08 - Members Gardina, Oliver, Bartenfelder & McIntire - Zoning Regulations - Radio Operator Antennas

APPROVAL OF FISCAL MATTERS/CONTRACT

PAT KELLER, DIRECTOR, OFFICE OF PLANNING

- 13 1. Contract - Ferrell Madden Lewis - Charrette Facilitation Services - Back River Neck & Turner Station Areas

ROB STRADLING, DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY

- 18 2. Contract - RCC Consultants, Inc. - Consulting Services - Public Safety Digital Communications System

JAMES O'NEILL, DIRECTOR, DEPARTMENT OF CORRECTIONS

- 22 3. Contract - The Electric Motor Repair Co. - Dept. of Corrections - Kitchen Equipment

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

- 25 4. Contracts - (2) - On-call Lead Abatement Services
27 24. Contract - Rubeling & Associates, Inc. - On-call Space Planning and Design Services

BOB BARRETT, DIRECTOR, DEPARTMENT OF RECREATION AND PARKS

- 29 5. Contract - LMC Landscaping, Inc. - Streetscapes 1 - Various Locations
29 6. Contract - LMC Landscaping, Inc. - Streetscape - Various Locations

SHIRLEY MURPHY, CHIEF, BUREAU OF LAND ACQUISITION

- 32 7. Contract - Jacob Miller - Highway Streetscape Purposes
35 8. Contract - Thomas, Richard & Ronald Schott - Stormwater Management Pond Rights of Way
39 9. Contract of Sale - Rodney Webster Burns, Jr. & Ohma Lee Burns - Agricultural Land Preservation
42 10. Contract of Sale - Edward N. & Sharon Lee Michel - Widening of Lyons Mill Road

BILL KORPMAN, DEPUTY DIRECTOR, DEPARTMENT OF PUBLIC WORKS

- 45 11. Contract - Kennedy Porter Associates, Inc. - Wetland Mitigation
49 12. Contract - Schwatka's Farm Service - Grass Mowing - Landfills
51 13. Contracts - (3) - Temporary Inspectors for Public Works Construction Projects
56 14. Contract - Titan Construction, LLC - Cleaning and repair of large boilers
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61 16. Addendum to Contract - Whitman, Requardt & Associates - Chapel Hill Elementary Water Tank
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66 19. Addendum to Contract - Sanders Designs, P.A. -Lengthen Renewal Term
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71 21. BAT #09-02C - Department of Public Works - Herbert Run Interceptor Sewer Phase II Project
76 22. BAT #09-01C - Department of Public Works - Rehabilitation of Patterson Avenue
79 23. Contract - Caplan Brothers, Inc. - Glass and Glazing Services

JONAS A. JACOBSON, DIRECTOR, DEPRM

- 82 18. Addendum #2 to Contract - Environmental Quality Resources, Inc. - 2nd term of five-year contract

MISCELLANEOUS BUSINESS

COUNCIL

- 87 1. Correspondence - (a) (3) - Non-Competitive Awards (May 2, 2008)
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- 8. Appointment - Mr. Kamenetz(By Req.) - Animal Hearing Board - Katherine R. Jeschke

DAVID IANNUCCI, DIRECTOR, ECONOMIC DEVELOPMENT

- 8 9. Res. 51-08 - Mr. Kamenetz(By Req.) - Support of grant provided by State for ViPS, Inc. - Towson Commons

Bills 61-08 and 62-08 (Supplemental Appropriations)

Council District(s) All

Mr. Kamenetz (By Req.)

Office of Homeland Security and Emergency Management

**Equipment Upgrades and Maintenance Costs
Hazardous Materials Training**

The Administration is requesting two supplemental appropriations of Federal funds totaling \$98,198 to the Homeland Security Grant Program – Urban Area Security Initiative (UASI). The funds will be used primarily to provide training for first responders and equipment upgrades and maintenance for the County’s Mobile Command Post. See Exhibits A and B.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Appropriation
County	--	--	--
State	--	--	--
Federal	\$ 98,198 ⁽¹⁾	\$ 949,000	\$ 1,047,198
Other	--	--	--
Total	<u>\$ 98,198</u>	<u>\$ 949,000</u>	<u>\$ 1,047,198</u>

⁽¹⁾ U.S. Department of Homeland Security funds passed through Maryland Emergency Management Agency (MEMA).

Analysis

The Office advised that it will utilize \$31,725 to fund vehicle maintenance and equipment upgrades for its Mobile Command Post, which is equipped with satellite phone and internet systems, an electronic weather station, computers, and printers, to ensure its full operational readiness.

The Office further advised that it will utilize approximately \$46,000 to fund additional hazardous materials training for first responders, and approximately \$20,000 to conduct a training exercise for implementing a Volunteer Mobilization Center (VMC). (A VMC is a center that is spontaneously deployed in response to a large emergency to interview, register, and assign duties to specific unaffiliated volunteers.)

The Fire Department advised that since FY 1999, the County has received approximately \$27.1 million in State and Federal funds (excluding these appropriations) for terrorism prevention and response equipment and infrastructure, including \$2.9 million of equipment purchased on behalf of other jurisdictions in the region.

The award period for both grants is July 1, 2007 to March 31, 2010. With the affirmative votes of five members of the County Council, Bills 61-08 and 62-08 will take effect July 20, 2008.

EXECUTIVE SUMMARY
005-016-1632

Federal Fiscal Year 2007 Urban Area Security Initiative (UASI)

The Maryland Emergency Management Agency (MEMA), through the Department of Homeland Security has awarded Baltimore County \$31,725 to help fund equipment upgrades and maintenance costs for the County's Mobile Command Post.

There is no matching fund requirement for this grant.

EXECUTIVE SUMMARY

Grant 005-016-1632

Federal Fiscal Year 2007 Urban Area Security Initiative (UASI)

The Maryland Emergency Management Agency (MEMA), through the Department of Homeland Security has awarded Baltimore County \$66,473 for additional hazardous materials training for first responders and funding to enhance the County's capability to manage spontaneous volunteers during or after an emergency situation.

There is no matching fund requirement for this grant.

Prepared by: Office of Homeland Security and
Emergency Management

Bill 63-08 (Supplemental Appropriation)

Council District(s) All

Mr. Kamenetz (By Req.)

Office of Homeland Security and Emergency Management

Incident Management and Related Training

The Administration is requesting a supplemental appropriation of Federal funds totaling \$68,477 for incident management training (IMT) and related activities for Baltimore County's first responders. See Exhibit A.

Fiscal Summary

<u>Funding Source</u>	<u>Supplemental Appropriation</u>	<u>Current Appropriation</u>	<u>Total Appropriation</u>
County	--	--	--
State	--	--	--
Federal	\$ 68,477 ⁽¹⁾	--	\$ 68,477
Other	--	--	--
Total	\$ 68,477	--	\$ 68,477

⁽¹⁾ U.S. Department of Homeland Security funds passed through the Maryland Emergency Management Agency (MEMA).

Analysis

The Maryland Emergency Management Agency (MEMA) awarded \$68,477 of Federal fiscal year 2006 U.S. Department of Homeland Security funding to the County. As a condition of the award, MEMA has approved the use of \$31,477 to reimburse the County for previously expended incident training and related travel costs. The remaining \$37,000 will be used for future additional incident management training in FY 2009. The Department further advised that

training expenses incurred previously were paid out of the Department's General Fund Operations Program (1604) and that a related reimbursement to the General Fund will be made.

The Department advised that the Urban Area Security Initiative (UASI) – IMT grant is awarded through the State and the Baltimore Urban Area Work Group, which determine the award amount for each jurisdiction. The Department further advised that this supplemental appropriation represents the County's first UASI – IMT grant. The Fire Department advised that since FY 1999, the County has received approximately \$27.1 million in other State and Federal funds (excluding these appropriations) for terrorism prevention and response equipment and infrastructure, including \$2.9 million of equipment purchased on behalf of other jurisdictions in the region.

The grant period is September 1, 2006 through September 30, 2008. With the affirmative vote of five members of the County Council, Bill 63-08 will take effect July 20, 2008.

EXECUTIVE SUMMARY
Grant 005-016-1634

Federal Fiscal Year 2006 Incident Management and Related Training

The Maryland Emergency Management Agency (MEMA), through the Department of Homeland Security has awarded Baltimore County \$68,476.57 for incident management and related training efforts.

There is no matching fund required for this grant.

Prepared by: Office of Homeland Security and
Emergency Management

Bill 64-08 (Supplemental Appropriation)
MB-9 (Res. 51-08)

Council District(s) 5

Mr. Kamenetz (By Req.)

Department of Economic Development

Towson Commons, LLC (The ViPS, Inc. Project)

The Administration is requesting a supplemental appropriation (Bill 64-08) of State funds totaling \$450,000 to the Towson Commons, LLC/Towson Commons Building Program (The ViPS Project). The \$450,000 of State funds, together with \$250,000 from the County's Economic Development Revolving Financing Fund, will be used to provide a \$700,000 conditional loan/grant to Towson Commons, LLC to assist in the retention and expansion of ViPS, Inc. in the Towson Commons building. As a companion matter (Resolution 51-08), the Administration is requesting the Council's support of the State grant and the \$700,000 loan/grant to Towson Commons, LLC. See Exhibit A.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Conditional Loan/Grant
County	--	\$ 250,000 ⁽¹⁾	\$ 250,000
State	\$ 450,000 ⁽²⁾	--	450,000
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 450,000</u>	<u>\$ 250,000</u>	<u>\$ 700,000</u> ⁽³⁾

⁽¹⁾ Economic Development Revolving Financing Fund.

⁽²⁾ Maryland Department of Business and Economic Development funds.

⁽³⁾ Amount designated by Resolution 51-08.

Analysis

ViPS, Inc., provides large health care organizations, health care payers, and government agencies with software for the management of care, claims, risk, and anti-fraud activities. ViPS currently occupies 45% of the Towson Commons building, which is in the Towson Revitalization District. Due to the continuing expansion of the company, ViPS began to explore opportunities to either relocate to another location in Maryland or expand in the Towson Commons building. To encourage the company to stay in Towson, the County will provide a \$700,000 conditional loan/grant to Towson Commons, LLC (including \$250,000 in County funds from the Economic Development Revolving Financing Fund and the \$450,000 in State funds appropriated by Bill 64-08). The objective of this loan/grant is to retain the existing 447 ViPS jobs in Towson and obtain a commitment from the company to create a minimum of 25 new jobs. Towson Commons, LLC (owner of the Towson Commons building) will contribute \$900,000 toward the estimated \$1.6 million cost of improvements to 115,000 sq. ft. of space for ViPS, including 105,000 sq. ft. of office space that ViPS currently occupies and an additional 10,000 sq. ft. that it will be leasing upon completion of the expansion.

The Department advised that the \$700,000 of financial assistance provided to ViPS will initially be in the form of a loan. The loan will be converted to a grant if Towson Commons, LLC and ViPS meet certain requirements. Specifically, a minimum of \$1.6 million must be spent on improvements to the ViPS office space. Additionally, ViPS will be required to report job numbers to the County annually for seven years (the term of the ViPS lease), and if ViPS creates fewer than 25 new jobs by December 31, 2009, the grant will be reduced proportionately with repayment due from the grantee for the amount of reduction.

The Department advised that the improvements have begun and are expected to be complete by Spring 2009. The Department further advised that ViPS intends to remain in Towson despite the anticipated sale of the company from HLTH Corporation to General Dynamics Information Technology, Inc.

Resolution 51-08 (MB-9) expresses the County's support of the \$450,000 State grant pursuant to the authority of the Maryland Economic Development Assistance Fund, Article 83A, Section 5-1405 of the Annotated Code of Maryland as amended. The resolution further states the County's intent to provide a \$700,000 conditional loan to Towson Commons, LLC after receiving

the State funds. This resolution was withdrawn from the May 22, 2008 agenda and is being resubmitted as a companion matter to Bill 64-08.

With the affirmative vote of five members of the County Council, Bill 64-08 will take effect July 20, 2008.

Borrower: ~~WDC~~ Towson Commons, LLC.

Amount: \$700,000

Approval: The conditional loan is subject to the approval by the County's Loan Review Committee and the County Council. The loan will also be subject to the County's receipt of a \$450,000 conditional loan from the State of Maryland.

Use of Loan Proceeds: Proceeds of the loan can be used for leasehold improvements, furniture and fixtures that is directly associated with the space that is being leased to ViPS, Inc. in the Towson Commons Building.

Term: The lesser of seven (7) years or the initial term of the lease.

Disbursement: The loan would be disbursed by one monthly draw. Each draw will be at least \$150,000 and may not exceed 90% of the incurred eligible costs.

Interest Rate: Five percent (5%) fixed per annum.

Repayment: All principal and interest will be deferred until December 31, 2009. Should ViPS not meet certain job requirements, repayment would be adjusted as follows: ViPS will employ a minimum of 447 full-time employees at the Towson location for the entire term of the loan. ViPS will employ at least 472 full-time employees at the Towson location by December 31, 2009.

After December 31, 2009, if the total number of ViPS jobs at the Towson location is less than 472, but 447 or higher, ~~WDC~~ Towson Commons, LLC. will be required to make a loan payment equal to \$14,000 for each job that is below 472. As long as employment does not fall below 447 the remaining portion of the conditional loan will convert to a grant at the end of the term of the loan.

If at any time ViPS employment at the Towson location falls below 447 the conditional loan will not convert to a grant and will be repayable monthly over the remaining term of the loan. ViPS will be required to submit annual employment reports to the County as of December 31st of each year.

Collateral: Baltimore County will take a second lien position on One West Pennsylvania Avenue, Towson, Maryland. The total debt on the property including the County's loan cannot exceed 80% of the appraised value of the property.

Prepared by:
Dept. of Economic Development

Bill 65-08Council District(s) All

Councilmen Gardina, Oliver, Bartenfelder & McIntire

Radio Operator Antennas

Radio operator antennas are regulated by the County Zoning Regulations. Generally, they are considered an accessory structure or use and are permitted by right in any zone if the antenna and the related equipment meet certain requirements.

The antenna must be operated by an amateur radio operator who is licensed by the Federal Communications Commission and whose domicile is on the lot where the antenna and the related equipment are placed. A supporting structure for an antenna may not be located within 20 feet of any property line. An antenna may not extend closer than the front building line to any street on which the lot fronts, and it may not be higher than the lesser of 100 feet or the horizontal distance to the nearest property line above grade level.

Bill 65-08 proposes to alter the latter two requirements so that an antenna that is made of wire no larger than the smallest diameter specified by the electrical code for that purpose is not subject to the front building line limitation. Additionally, the height limitation is amended so that the supporting structure and any attachments are included in the 100-foot limitation.

This bill shall take effect 45 days after its enactment.

FM-1 (Contract)

Council District(s) 6 & 7

Office of Planning

Charrette Facilitation Services – Back River Neck & Turner Station Areas

The Administration is requesting approval of a contract with Ferrell Madden Lewis, LLC to provide charrette facilitation services for the Lower Back River Neck and Turner Station communities. The contract commences upon Council approval and continues until completion of the charrette process and delivery of the resulting pattern books for both waterfront communities. Compensation may not exceed \$86,400 during any contract year. The contract does not specify a maximum compensation over the entire term. The Office estimates the work will be completed within one year. See Exhibits A, B, and C.

Fiscal Summary

Funding Source	Estimated Compensation	Notes
County	--	⁽¹⁾ U.S. Department of Commerce funds (\$46,425) passed through the Maryland Department of Natural Resources, and U.S. Department of Housing and Urban Development funds (\$39,975).
State	--	
Federal	\$ 86,400 ⁽¹⁾	⁽²⁾ Total estimated compensation over the entire term; the contract does not specify a maximum compensation.
Other	--	
Total	<u>\$ 86,400 ⁽²⁾</u>	

Analysis

The contractor will lead the Office’s Community Design Team in conducting two charrettes in the Lower Back River Neck and Turner Station waterfront communities to create guidelines for future development. Each charrette will result in a pattern book that is tailored to the character of the community’s existing environment. Additionally, the charrettes will provide a framework to guide the County in the development of a zoning code to either replace or overlay the existing zoning.

The Office has observed that the eastern Baltimore County waterfront areas are undergoing a physical transformation influenced by renewed interest, public investment, and a changing regional housing market. The Office advised that this transformation has increased economic development in these areas and, as a result, current zoning regulations, which were developed almost 30 years ago, are inadequate to address the development pressures facing these areas. The contractor will assist in the drafting of "form-based codes," which represent a new type of zoning regulations that focus primarily on the completed development and its interaction with surrounding buildings, and secondarily on land use. The Office advised that the contractor will utilize TND Planning Group of Baltimore as a sub-contractor to perform approximately one-third of the work on the project.

The contract commences upon Council approval and continues until completion of the charrette process and delivery of the related pattern books for both communities. The contractor will be compensated at an hourly rate of \$150 and will be reimbursed for direct expenses (i.e., travel, meals, and lodging). The contract provides that compensation may not exceed \$86,400 during any contract year. The contract does not specify a maximum compensation over the entire term. The Office estimates that contractual services will be completed in Autumn 2009 and that costs will total \$86,400. The County may terminate the agreement by providing 30 days prior written notice.

The Office advised that its staff began working on this project in Summer 2007 and that in-kind costs provided and to be provided by the Office (e.g., planners' and other staff time) through production of the pattern books for both communities is estimated to total \$203,000.

The contractor was the only respondent to the County's Request for Proposal (RFP) for these services. The County determined that the contractor's qualifications and experience were adequate to provide the services.

Executive Summary

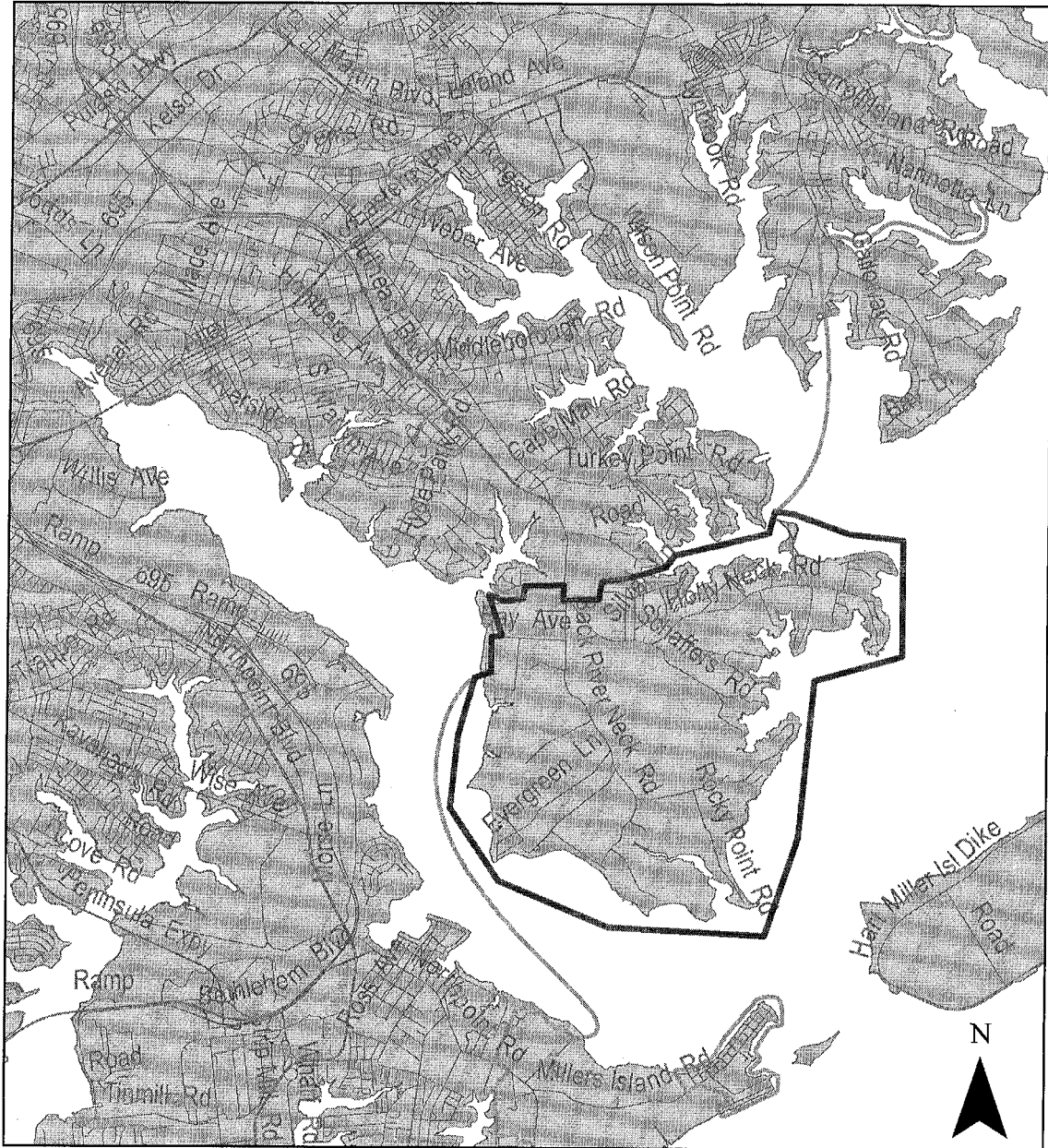
LOWER BACK RIVER NECK & TURNER STATION

PROJECT SCOPE: CHARRETTE AND PATTERN BOOK

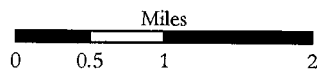
Baltimore County is commissioning the consultant team of Ferrell Madden Lewis to lead the Office of Planning's Community Design Team and the communities of Lower Back River Neck and Turner Station through two charrettes to create guidelines for future development. Each charrette will result in a pattern book that is tailored to the character of the community's built environment, as well as a framework to guide the County in the development of a zoning code to either replace or overlay the existing zoning.

Steering committees for both communities have been established and are currently holding monthly meetings. Efforts are underway to prepare for the charrette, which includes the organization of an intense outreach program to residents and interested parties. The charrette for Lower Back River Neck is preliminary scheduled for mid-September 2008 and the charrette for Turner Station is anticipated for early 2009.

Lower Back River Neck Charrette Study Area



Map Prepared by:
Amy Mantay
Baltimore County Office of Planning
401 Bosley Avenue
Towson, MD 21204
February 2008

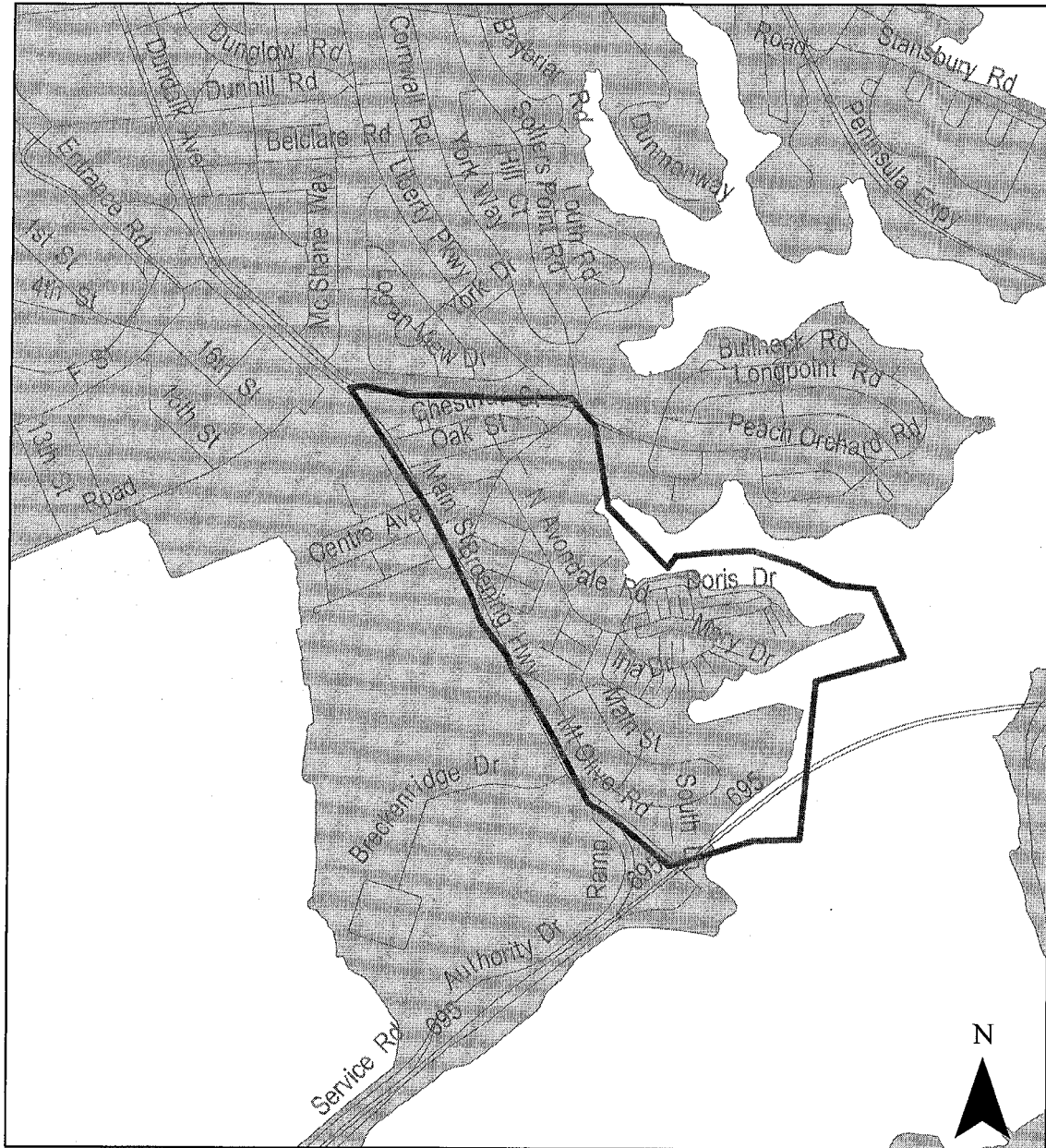


Legend

- URDL
- Charrette Study Area

Turner Station

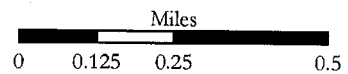
Charrette Study Area



Map Prepared by:
Amy Mantay
Baltimore County Office of Planning
401 Bosley Avenue
Towson, MD 21204
February 2008

Legend

— Charrette Study Area



FM-2 (Contract)

Council District(s) All

Office of Information Technology

Public Safety Digital Communications System

The Administration is requesting approval of a contract with RCC Consultants, Inc. to provide consulting services for implementing the new Public Safety Digital Communications System. The contract commences upon Council approval and continues for five years. Compensation may not exceed \$1,465,900 for the entire five-year term. See Exhibits A and B.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,465,900	⁽¹⁾ Capital Projects Fund
State	--	⁽²⁾ Maximum compensation for the entire five-year term.
Federal	--	
Other	--	
Total	<u>\$ 1,465,900</u> ⁽²⁾	

Analysis

The new Public Safety Digital Communications System will replace the current analog 800 MHz simulcast communication, which is obsolete. The County’s 800 MHz communication system provides police and fire dispatch services. The Office advised that approximately 4,100 public safety radios rely on the 800 MHz system. The estimated cost of the new system totals \$57,614,000, including radio replacements and upgrades as required.

RCC Consultants, Inc. will work with the County to develop strategic plans and assess needs for the application and implementation of new and emerging communication technologies. The contractor will help to establish goals and objectives, evaluate technology, complete a risk

analysis, and conduct staffing and management reviews. RCC Consultants, Inc. will also use surveys, interviews, and direct observations, including an analysis of system metrics, and will research standards to address the technology and operational requirements for all aspects of the communications system.

The contract commences upon Council approval and continues for five years. The County may terminate the agreement without cause by providing 30 days prior written notice. The contract provides that compensation may not exceed \$1,465,900 for the entire five-year term.

The contract was awarded on a non-competitive basis because RCC Consultants, Inc. provided consulting services for the existing communication system 20 years ago, and since then, has been working with the County on a variety of 800 MHz communications projects. Most recently, the consultant provided services for the Microwave Interface Upgrade project and the current Nextel Rebanding project; both projects impact the implementation of the new system. In addition, the Office pointed out that, due to the consultant's prior experience in installation of the existing system, its continuing knowledge of the County's systems, and its current work on the Nextel banding project, it has a unique understanding of the County's needs and requirements. The Office advised that another vendor would require an extensive learning curve to understand Baltimore County's infrastructure, requirements, and the effects of, and coordination with, the separate Nextel Rebanding effort; resulting in an increase in consulting costs and a significant delay in the implementation of the replacement communications system.

EXECUTIVE SUMMARY

This fiscal matter is a contract with RCC Consultants, Inc. to provide consulting services in support of implementing the new Public Safety Digital Communications System. Attachment A of the contract outlines the specific services and/or scope of work to be performed, along with the summary of the costs. The term is for five years—commencing upon Council approval. There are no renewal options, and the total compensation cannot exceed \$1,465,900. The agreement was awarded on a non-competitive (902f) basis per the attached feasibility request memo. The County may terminate the agreement with a written 30-day cancellation notice.

**Public Safety Digital Communications System
RCC Consultants, Inc.
Cost Summary**

Task	Description	Cost
1	Planning, Assessment, Requirements and Funding Support	\$ 138,060
2	System Engineering Design and Analysis	152,200
3	Spectrum and Regulatory Support	117,180
4	Site Development Support	143,640
5	RF Coverage and In-building Solutions	91,240
6	Procurement Process Support	104,400
7	Project Management Support	233,980
8	Measurement and Calibration Equipment	82,040
9	Additional Services	403,160 ⁽¹⁾
	Total	\$ 1,465,900

⁽¹⁾ Represents the cost of up to 2,832 hours of the Consultant's staff time at hourly rates ranging from \$135 to \$185, depending on the staff level provided, for additional services as the County deems appropriate.

Source: Attachment A of the Contract with RCC Consultants, Inc.

Prepared by Office of the County Auditor, June 25, 2008.

FM-3 (Contract)

Council District(s) All

Department of Corrections

Kitchen Equipment

The Administration is requesting approval of a contract with The Electric Motor Repair Company (EMR) to provide preventive maintenance and repair services for kitchen equipment at the Baltimore County Detention Center. The contract commences upon Council approval, continues through June 30, 2009, and will be automatically renewed for one additional year. Compensation may not exceed \$60,000 during the initial term and may not exceed \$120,000 over the entire approximate two-year term, including the renewal. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County	\$ 60,000	\$ 120,000	(1) Maximum compensation for initial approximate one-year term.
State	--	--	
Federal	--	--	(2) Maximum compensation for initial term and one 1-year renewal.
Other	--	--	
Total	<u>\$ 60,000</u> ⁽¹⁾	<u>\$ 120,000</u> ⁽²⁾	

Analysis

The contractor will provide all labor, materials, tools, equipment, and supervision for repairs to the Department's kitchen equipment. This equipment is vital to the daily operation of food services since the Department provides three meals per day with continuous use of all kitchen equipment. The contractor will also perform quarterly preventive maintenance inspections of the equipment.

The County will be charged for repairs at an hourly rate of \$76 for both regular time and overtime. Materials will be billed at a mark-up of 50% (overhead and profit). In addition, the contractor will provide quarterly preventive maintenance inspections at a rate of \$195 per inspection. EMR currently provides these services in accordance with a two-year contract that may not exceed \$120,000, which expires on June 30, 2008. The Department advised that the contractor has been paid \$54,318 for repairs and inspections under the current contract as of June 25, 2008.

The contract commences upon Council approval, continues through June 30, 2009, and will be automatically renewed for one additional year unless the County provides notice of non-renewal. The contract provides that in no event shall the compensation paid to the contractor exceed \$60,000 during the initial contract year and \$120,000 during the entire two-year term, including the renewal period. Prior to the renewal period, the unit prices may be increased 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. If the County exercises the renewal option provided in the contract, the maximum compensation over the two-year period would total \$120,000. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on low bid from two bids that were received.

**DEPARTMENT OF CORRECTIONS
EXECUTIVE SUMMARY
FOR
KITCHEN EQUIPMENT REPAIRS**

In general, the scope of this contract shall be to furnish all labor, materials, tools, equipment and supervision for repairs to the Department of Corrections kitchen equipment. Also, the vendor will provide quarterly preventive maintenance.

Repairs to the kitchen equipment is vital to the daily operation of the food services provided by the contracted vendor and the Department's Dietary staff. The Department prepares (3) meals per day with continuous use of all kitchen equipment.

The contract has been awarded to Electric Motor Repair Company. The term of the contract is for one year with a (1) one-year renewal option. Compensation will not exceed \$60,000.00 during any year of the contract.

FM-4 (Contracts)

Council District(s) All

Office of Budget and Finance

On-Call Lead Abatement Services

The Administration is requesting approval of two contracts to provide on-call lead abatement and repainting services at various County-owned and/or operated buildings. The two contractors are MARCOR Remediation, Inc. and Colt Insulation, Inc. The contracts commence upon Council approval, continue for one year, and will be automatically renewed for four additional one-year periods. Maximum compensation for all contractors may not exceed \$166,160 in any contract year and may not exceed \$830,800 over the entire five-year term, including renewals.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 166,160	\$ 830,800	⁽¹⁾ General Fund and/or Capital Projects Fund.
State	--	--	⁽²⁾ Maximum compensation for all contractors for initial one-year term.
Federal	--	--	⁽³⁾ Maximum compensation for all contractors for initial term and four 1-year renewals.
Other	--	--	
Total	<u>\$ 166,160</u> ⁽²⁾	<u>\$ 830,800</u> ⁽³⁾	

Analysis

The contractors will provide all labor, materials, tools, equipment, and supervision necessary to complete the lead abatement and repainting services at various County-owned and/or operated buildings, as needed.

The contracts commence upon Council approval, continue for one year, and will be automatically renewed for four additional one-year periods unless the County provides notice of non-renewal. Hourly labor rates vary by contractor, from \$14 to \$43 per hour, depending on the

type of service provided (lead abatement or repainting) and the worker's time status (regular or overtime). Materials costs include markups of 25% (MARCOR Remediation, Inc.) and 50%, (Colt Insulation, Inc.). Prior to the commencement of each renewal period, the County may entertain a request for 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 contracts provide that compensation for all contractors may not exceed \$166,160 in any contract year; however, the Colt Insulation, Inc. contract further provides that its compensation may not exceed its bid amount of \$110,388 in any contract year. Total compensation for all contractors may not exceed \$830,800 over the entire five-year term, including renewals. The County may terminate the agreements by providing 30 days prior written notice.

Funding for these contracts will not be encumbered at this time. Rather, contract costs will be charged as project tasks are assigned.

The contracts were awarded through a competitive procurement process based on the two lowest responsive and responsible bids from seven bids that were received.

On January 7, 2002, the Council approved two similar five-year contracts not to exceed a combined total of \$347,479 with Colt Insulation, Inc. (primary contractor) and Manolis Painting Company, Inc. (secondary contractor). The Office advised that one lead abatement project totaling \$9,700 has been required since the previous contracts expired (in January 2007); the services were competitively procured and completed by Colt Insulation, Inc.

FM-24 (Contract)

Council District(s) All

Office of Budget and Finance

On-Call Space Planning and Design Services

The Administration is requesting approval of a contract with Rubeling and Associates, Inc. to provide on-call space planning and design services for various County-owned and/or operated facilities. The contract commenced on April 8, 2008, continues through April 7, 2009, and will be automatically renewed for four additional one-year periods. Compensation may not exceed \$447,576 during the entire five-year term, including renewals.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County	(1) \$ 447,576	(1) General Fund and/or Capital Projects Fund (2) Maximum compensation for initial term and four 1-year renewals. The contract does not specify a maximum compensation for the initial term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 447,576</u> (2)	

Analysis

The contractor will provide space planning and design services for the configuration of office space in newly constructed buildings and the reconfiguration of office space in renovated office buildings to accommodate office expansions and relocations. Additional services to be provided by the contractor include detailed furniture layouts, financial feasibility or other special studies, furniture inventory, and other basic services.

The Department advised that the prior contracts for space planning and design services expired April 6, 2008. Due to the need to have a contract in place to cover needed services, the contract commenced April 8, 2008 and states that without Council approval the term of the

contract will terminate on July 7, 2008 and may not exceed \$25,000. The contract further states that if the Council approves the contract, the term will extend through April 7, 2009, and will be automatically renewed for four additional one-year periods unless the County provides notice of nonrenewal. The contract provides that total compensation may not exceed \$447,576 during the entire term of the agreement, including renewals. The County may terminate the agreement by providing 30 days prior written notice.

Services will be provided at the contractor's quoted hourly rates of \$65 for space planning and \$70 for design. Prior to the commencement of each renewal period, the County may entertain a request for 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 contract was awarded through a competitive procurement process based on best qualifications and price from 13 bids that were received.

FM-5 (Contract)
 FM-6 (" ")

Council District(s) 1, 2, 4, 5, 6, 7

Department of Recreation and Parks

Streetscapes – Various Locations

The Administration is requesting approval of two contracts with LMC Landscaping, Inc. to provide grounds maintenance services for 12 County streetscape locations. The contracts commence upon Council approval, continue for two years, and will be automatically renewed for three additional one-year periods. Combined compensation for the two contracts may not exceed \$51,378 for the initial term and may not exceed \$138,487 for the entire five-year term, including renewals.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County	\$ 51,378	\$ 138,487	⁽¹⁾ Maximum compensation for initial two-year term. ⁽²⁾ Maximum compensation for initial term and three 1-year renewals.
State	--	--	
Federal	--	--	
Other	--	--	
Total	<u>\$ 51,378⁽¹⁾</u>	<u>\$ 138,487⁽²⁾</u>	

Analysis

The contractor will provide approximately 24 grass cuttings per year of all turf areas during the mowing season (beginning the first full week of April and ending the third week of November) and provide one mulching of all tree and shrub beds prior to April 30 of each year, in addition to edging, weed control, raking, and litter removal as needed. Fertilizer for the various types of vegetation will be applied at specific times of the year.

The first contract (FM-5) includes streetscapes at the following four Towson locations:

- The Dulaney Valley Road median strip;
- Pioneer Park;
- York Road from Towsontown Blvd to Burke Avenue; and
- Allegheny, Pennsylvania, and Chesapeake Avenues from Washington Avenue to York Road and the 400 block of Washington Avenue.

The second contract (FM-6) includes streetscapes at the following eight locations:

- Sulphur Spring Road at East Drive;
- Frederick Road from Bloomsbury Avenue to Sanford Avenue;
- Loch Raven Blvd. at Taylor Avenue;
- Liberty Road from Resource Drive to Courtleigh Drive;
- Reisterstown Road from McHenry Avenue to Old Court Road;
- Eastern Avenue from Mace Avenue to Taylor Avenue;
- Belair Road at Maple Avenue and Chesley Avenue; and
- Harford Road at Lavender Avenue and at Taylor Avenue.

The Department advised that in addition to these 12 locations, the County contracts to maintain streetscapes at 21 other locations.

The contracts commence upon Council approval, continue for two years, and will be automatically renewed for three additional one-year periods unless the County provides notice of non-renewal. Prior to the commencement of each contract year, the County may entertain a request for 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 first contract (FM-5) provides that in no event shall the compensation paid to the contractor exceed \$24,876 during the initial two-year term and \$67,050 during the entire term of the agreement, including renewals. The second contract (FM-6) provides that in no event shall the compensation paid to the contractor exceed \$26,503 during the initial two-year term and \$71,437 during the entire term of the agreement, including renewals. The County may terminate either agreement by providing 30 days prior written notice.

Both contracts were awarded through a competitive procurement process based on the lowest bid from four bids that were received for each contract.

Eleven of the 12 streetscape locations included in these two contracts (all except the new Washington, Allegheny, Pennsylvania, and Chesapeake Avenues location) were previously covered by contracts with H. F. Huber & Son, Inc. and Trugreen Landcare, LLC, which expired on April 21, 2008. The Department advised that since April 21, 2008 these 11 streetscapes have been maintained by LMC Landscaping through two purchase orders totaling \$3,133.

On June 21, 2004, the Council approved a five-year contract with LMC Landscaping, Inc. to provide mowing and grounds maintenance services at 11 other streetscape locations throughout Baltimore County. Maximum compensation payable to LMC Landscaping, Inc. for the entire five-year period of the June 2004 contract totals \$252,826. The Department advised that as of June 19, 2008, \$183,368 has been paid to LMC Landscaping, Inc. under the June 2004 contract.

FM-7 (Contract)

Council District(s) 1

Bureau of Land Acquisition

Highway Streetscape Purposes

The Administration is requesting approval to acquire property consisting of approximately 0.2 acre for \$73,250 from Jacob Miller to be used for highway and streetscape purposes. The property, which is zoned BR (Business Roadside), is located on the west side of Hammonds Ferry Road near Second Avenue in Lansdowne. See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County	\$ 73,250 ⁽¹⁾	⁽¹⁾ Capital Projects Fund
State	--	
Federal	--	
Other	--	
Total	<u>\$ 73,250</u>	

Analysis

Page Appraisal Company, Inc., Consultant Appraiser, completed an appraisal of the property, recommending a value of \$73,250. After review and analysis, Robert W. Kline, Review Appraiser, concurred with the appraisal and recommended \$73,250 as just compensation for the acquisition. The Bureau advised that the property owners accepted the County's offer.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000. The Bureau advised that 36 property acquisitions are needed for this project; this property is the only one to require Council approval.

Total project costs are expected to range from \$2,800,000 to \$3,000,000, including \$2,250,000 for construction. Expenditures and encumbrances as of May 28, 2008 total \$2,975, excluding this contract of sale. The Bureau advised that construction was advertised in May 2008, will begin in October 2008, and is expected to be completed by November 2009.

EXECUTIVE SUMMARY

Exhibit A
FM-7

PROGRAM TITLE: Hammonds Ferry Road Streetscape

PROJECT NO.: 218-0100-0553

FISCAL MATTER: Contract of Sale

PROPERTY OWNER: Jacob Miller

PROPERTY INTEREST TO BE ACQUIRED Highway Right of Way Area totaling 0.168 acre (7,307 sq. ft.) +/-

LOCATION: West side of Hammonds Ferry Road near Second Avenue
Lansdowne, Maryland 21227

CONSIDERATION \$73,250.00

PURPOSE OF PROJECT: Acquisition of 0.168 acre (7,307 sq. ft.) +/-, to be used for highway and streetscape purposes.

LIMITS OF PROJECT: Hammonds Ferry Road between Hollins Ferry Road and Lansdowne Boulevard

Prepared by: Bureau of Land Acquisition

FM-8 (Contract)

Council District(s) 5

Bureau of Land Acquisition

Stormwater Management Pond Rights-of-Way

The Administration is requesting approval to acquire approximately 2.8 acres for the Joppa Road Improvements at Cowenton project in exchange for \$247,990 of property improvements (a stormwater management pond and a roadway entrance) to be constructed by the County. The property will be acquired from Thomas J. Schott, Richard D. Schott, and Ronald J. Schott (property owners) and Perry Hall Family Worship Center (contract purchaser). The property improvements to be constructed by the County will enable the contract purchaser to proceed with its development plans, thereby facilitating the pending sale by the owners. The property is located at 5111 E. Joppa Road in Perry Hall and is zoned DR 3.5 H (Density Residential – 3.5 dwelling units/acre, Honeygo Area). The County’s acquisition includes a highway right-of-way and easements (e.g., drainage and utility, temporary slope, stormwater management) related to the road improvements. See Exhibit A.

Fiscal Summary

Funding Source	Cost of Improvements Exchanged	Notes
County	\$ 247,990	⁽¹⁾ Estimated cost to construct a stormwater management pond and a new entrance into the property in lieu of providing monetary consideration.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 247,990</u> ⁽¹⁾	

Analysis

The Schott property consists of approximately 10.1 acres improved with two dwellings and two outbuildings. Of this total acreage, approximately 9.4 acres is under contract to be sold to

Perry Hall Family Worship Center, which plans to build a worship center on the site. The proposed County acquisition is located on this 9.4-acre parcel.

The County's negotiations for this acquisition started in 2004 and proceeded to condemnation when the owners and the County could not agree on a purchase price. In 2006, the owners entered into an agreement to sell 9.4 acres of the property to Perry Hall Family Worship Center. The pending sale to Perry Hall Family Worship Center changed the negotiations with the County for the County's intended acquisition, and condemnation was not necessary.

To facilitate both the sale of the Schott property to Perry Hall Family Worship Center and the County's intended acquisition, certain changes to the location of a County stormwater management area have been negotiated to allow Perry Hall Family Worship Center to develop the site as planned. The County is proposing to relocate the stormwater management area and, in lieu of a cash purchase, the County is proposing to construct a roadway entrance (e.g., driveway apron) to the property and enlarge the stormwater management pond to satisfy the development requirement for stormwater management.

The cost of the improvements to benefit the development of the property total an estimated \$247,990. The appraised value of the property to be acquired by the County totals \$310,975. This appraised value is based on a December 27, 2006 appraisal by Stephen Muller of Muller-Casella Associates that appraised the entire 10.1 acres at \$3.63 per sq. ft. for purposes of the County's intended acquisition prior to the change in configuration.

The property to be acquired by the County includes a highway right-of-way area (0.926 acre), a SWM reservation area (0.867 acre); drainage and utility easements (0.56 acre); an access easement for the SWM reservation area (0.271 acre); a temporary slope easement (0.145 acre); and a temporary construction easement (0.021 acre).

The County will maintain the SWM pond in perpetuity yet will have no liability to maintain any modifications to the pond or entranceway resulting from any deviations from the planned development.

This project, which is estimated to cost \$5,017,786, provides for road improvements along Joppa Road from Cowenton Avenue to Chapel Hill Elementary School. The Bureau advised that expenditures and encumbrances as of June 18, 2008 totaled \$4,205,413 excluding this

contract. The Bureau also advised that construction was advertised in February 2007, began in November 2007, and is estimated to be completed by April 2009. The Bureau noted that a total of 19 properties are to be acquired for this project, 18 of which require Council approval. To date, the Council has approved 17 of the acquisitions.

The Bureau advised that this project represents one phase of a multi-phase project that will upgrade and complete unimproved segments of roadway that exist between housing developments on Joppa Road, from Belair to Philadelphia Roads, in the Honeygo area of Baltimore County, in order to support development.

EXECUTIVE SUMMARY

Exhibit A
FM-8

PROGRAM TITLE: Joppa Road Improvements at Cowenton

PROJECT NO.: 205-0014-0001

FISCAL MATTER: Contract of Sale

PROPERTY OWNER: Thomas J. Schott, Richard D. Schott and Ronald J. Schott
Contract Purchaser: Perry Hall Family Worship Center

PROPERTY INTEREST TO BE ACQUIRED:

Highway Right of Way containing 40,331 sq. ft. (0.926 acre); Storm Water Management Reservation area containing 37,782 sq. ft. (0.867 acre), more or less

Drainage and Utility Easement areas containing 24,378 sq. ft. (0.560 acre), more or less

Access Easement for Storm Water Management Reservation area containing 11,794 sq. ft. (0.271 acre), more or less

Temporary Slope Easement area containing 6,306 sq. ft. (0.145 acre), more or less

Temporary Construction area containing 929 sq. ft. (0.021 acre), more or less

PROPERTY INTEREST TO BE CONVEYED:

Drainage easement across the Storm Water Management Reservation area to accommodate storm water runoff from 7.899 acres of the Schott property

CONSIDERATION OF THE EXCHANGE:

Baltimore County, Maryland will construct the stormwater management pond to accommodate the storm water runoff of the Schott property in exchange for acquiring the above listed property interests for no consideration.

LOCATION: 5111 East Joppa Road, Perry Hall, Maryland 21128

APPRAISED VALUE: \$310,975.00

IMPROVEMENTS AFFECTED BY ACQUISITION: None

PURPOSE OF PROJECT: Improvement of Joppa Road at Cowenton

LIMITS OF PROJECT: Joppa Road, Cowenton Avenue to Chapel Hill Elementary School

Prepared by: Bureau of Land Acquisition

FM-9 (Contract)

Council District(s) 3

Bureau of Land Acquisition

Agricultural Land Preservation

The Administration is requesting approval to acquire an agricultural preservation easement on approximately 86.3 acres of land for \$415,948 under the County’s Agricultural Land Preservation Program. The property, located at 21501 West Liberty Road in Parkton, is owned by Rodney Webster Burns, Jr. and Ohma Lee Burns and is zoned RC-2 (Resource Conservation-Agricultural Protection) for farming and open space purposes. See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County	\$ 415,948	(1) Capital Projects Fund – FY 2007 Agricultural Land Preservation Program
State	--	
Federal	--	
Other	--	
Total	<u>\$ 415,948</u>	

Analysis

The property’s current zoning (RC-2) allows for a maximum of two lots, including the existing residence of the property owners, and provides for special exceptions (e.g., antique shop, animal boarding, church, farm market). The proposed deed of conservation easement does not allow for subdivision of the property for residential or commercial purposes; however, upon written application to the County, a request for the exclusion of up to two 1- to 2-acre lots for the purpose of constructing a dwelling/dwellings for the sellers’ child(ren) may be made, subject to specific limitations. If so subdivided, the conveyor or child(ren) must sign an affidavit that he/she/they will reside in the dwelling(s) for a minimum of one year.

The Department of Environmental Protection and Resource Management (DEPRM) calculated a value of \$4,820 per acre for the easement using the formula set forth by Section 24-3-106 of the Baltimore County Code. The formula, recommended by the Baltimore County Land Preservation Advisory Board and adopted by DEPRM, considers factors relating to the quality of the land and its importance relative to preservation efforts (i.e., size, soil productivity, contribution to agricultural industry, soil and water conservation practices, development pressure, and location) and willingness of property owners to discount easement prices.

The property consists of approximately 86 acres of farmland, including 13 structures (one primary residence, one tenant residence, four barns, four sheds, two silos, and one trailer). The easement restricts the conversion of the property to non-agricultural uses, unless such a use is consistent with maintaining the natural productivity of the land for future agricultural uses. The subdivision covenant is a personal covenant only and does not run with the land (i.e., if the conveyer were to sell the property, the new owner would not have a similar right to subdivide the property).

This acquisition increases the amount of preserved acreage from 53,502 to 53,588 throughout the County. DEPRM advised that the County's land preservation goal is 80,000 acres and that it expects to purchase 12 additional agricultural development rights easements with FY 2007 County Agricultural Land Preservation Program funds.

The Baltimore County Code, Article 24, Land Preservation, authorizes both a State agricultural preservation program and a separate County program, which is not dependent on the State program. The purpose of the State and County agricultural preservation programs is to protect agricultural land and woodland for agricultural production, to control urban expansion, which is consuming the agricultural land and woodland, and to provide open space for the residents of the State and County. Under the County's Agricultural Preservation Program, the County may purchase development rights easements on property within the County, in accordance with Section 24-03-101 of the Baltimore County Code.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000.

EXECUTIVE SUMMARY

PROGRAM TITLE: Agriculture Preservation

PROJECT NO.: 217-0001-2007

FISCAL MATTER: Contract of Sale

SELLER: Rodney Webster Burns, Jr. and Ohma Lee Burns

PROPERTY INTEREST TO BE ACQUIRED: Perpetual Easement across 86.301 acres, more or less

LOCATION: 21501 West Liberty Road, Baltimore

PURCHASE PRICE: \$415,947.51

IMPROVEMENTS AFFECTED BY ACQUISITION: None

PURPOSE OF PROJECT: Protection of farmland through the County Agricultural Land Preservation Program.

LIMITS OF PROJECT: N/A

Prepared by: Bureau of Land Acquisition

FM-10 (Contract)

Council District(s) 4

Bureau of Land Acquisition

Widening of Lyons Mill Road

The Administration is requesting approval to acquire property consisting of approximately 0.1 acre for \$38,100 from Edward N. and Sharon Lee Michel for the widening of Lyons Mill Road. The property, which is zoned DR 3.5 (Density Residential – 3.5 dwelling units/acre), is located at 9816 Lyons Mill Road, and will be used for a highway widening area (0.085 acre), temporary construction and adjustment area (0.021 acre), and revertible slope easements (0.012 acre). See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County	\$ 38,100	(1) Capital Projects Fund
State	--	
Federal	--	
Other	--	
Total	\$ 38,100	

Analysis

Stephen H. Muller, Consultant Appraiser, completed an appraisal of the property, recommending a value of \$38,100. After review and analysis, William A. Miner, Review Appraiser, concurred with the appraisal for the property and recommended the amount as just compensation for the acquisition. The Bureau advised that the property owners accepted the County's offer.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000. The Bureau advised that 22 properties are needed for this

project, 14 of which require Council approval. As of June 23, 2008, three property acquisitions were approved by the Council.

Estimated project costs total \$3,650,000, including \$1,600,000 for construction. Expenditures and encumbrances as of May 28, 2008 total \$1,957,840, excluding this contract of sale. The Bureau expects to advertise for construction in July 2008, begin construction in October 2008, and complete the project in May 2009.

EXECUTIVE SUMMARY

PROGRAM TITLE: Owings Mills Boulevard South/Lyons Mill Road

PROJECT NO.: 205-0303-0012

FISCAL MATTER: Contract of Sale

PROPERTY OWNER: Edward N. Michel and Sharon Lee Michel

PROPERTY INTEREST TO
BE ACQUIRED 0.085 acre (3,705 sq. ft.) +/-
Highway Widening Area of which 0.019 acre
(834 sq. ft.), +/- lies in existing paving

0.012 acre (510 sq. ft.) +/-
Revertible Slope Easement Area

0.021 acre (930 sq. ft.) +/-
Temporary Construction and Adjustment Area

LOCATION: 9816 Lyons Mill Road
Owings Mills, Md. 21117

CONSIDERATION \$38,100.00

PURPOSE OF PROJECT: The widening of Lyons Mill Road

LIMITS OF PROJECT: Owings Mills Boulevard to Marriottsville Road

Prepared by: Bureau of Land Acquisition

FM-11 (Contract Amendment)

Council District(s) 4

Department of Public Works

Wetland Mitigation

The Administration is requesting approval of an amendment to a contract with Kennedy Porter & Associates, Inc. to provide additional engineering services for the Dolfield Boulevard over Red Run Boulevard Bridge (Bridge No. 486) project. The amendment increases maximum compensation over the entire term of the contract, which continues until services are completed, by \$69,748, from \$537,647 to \$607,395. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 69,748	\$ 537,647	\$ 607,395
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 69,748</u>	<u>\$ 537,647</u>	<u>\$ 607,395 ⁽²⁾</u>

(1) Capital Projects Fund.

(2) Amended maximum compensation for entire term of the contract, which continues until services are completed.

Analysis

The Department advised that Bridge No. 486 over Red Run Boulevard will connect the south side to the proposed north side of Dolfield Boulevard. The \$69,748 increase will provide compensation for additional engineering work needed due to several factors, including design changes at the north project limits to coordinate and tie into the adjacent developer's project,

right-of-way plat changes related to this work (Phase II) and final wetland mitigation plans (Phase III) for the project. The \$69,748 increase includes \$46,525 for the additional Phase II services and \$23,223 for the Phase III services.

On August 6, 2001, the Council approved the original contract totaling \$275,487 with Kennedy Porter & Associates, Inc to provide engineering services for constructing Bridge No. 486 – Dolfield Boulevard. The contract was subsequently amended four times to increase the maximum compensation as follows:

Amendment #	Date Amended	Increase to Compensation	Amended Maximum Compensation	Reason
1	09/02/03	\$ 58,396	\$ 333,883	Larger bridge planned.
2	07/25/05	\$ 85,417	\$ 419,300	Coordinate with developer.
3	03/06/07	\$ 56,270	\$ 475,570	Revise utilities, permits, highway coordination.
4	12/04/07	\$ 62,077	\$ 537,647	Revise utilities, permits, highway coordination.

Originally, the contract was for six years, including two 1-year renewal periods. On March 6, 2007, the third addendum revised the contract term to remain in effect until the contractor completed all required engineering services. The contractor was selected through the Professional Services Selection Committee (PSSC) based on qualifications and experience.

Estimated project costs for Bridge No. 486 – Dolfield Boulevard over Red Run Boulevard – total \$8.3 million. The Department advised that \$563,409 has been expended as of June 17, 2008. The Department further advised that construction bids were opened on June 12, 2008. Construction is expected to begin in September 2008 and be completed in September 2010. The project will provide an additional access road for the residents of the New Town community in Owings Mills and relieve congestion on Owings Mills Boulevard and Lakeside Drive.

EXECUTIVE SUMMARY SHEET

DOLFIELD BOULEVARD BRIDGE NO. 486 OVER RED RUN
J.O. No. 7-1-1
Councilmatic District 4

The Project Scope

The project consists of the design of a proposed new bridge over Red Run for the proposed Dolfield Boulevard. The bridge is currently 420 feet in length with a width of 65 feet. The north approach roadway is being designed and constructed by the developer Kentmar, which is presently under construction..

The replacement of this bridge will be accomplished in one construction phase for \$9,000,000 in fiscal years 2008 through 2010.

The Consulting Agreement

The Consultant, Kennedy Porter & Associates Inc. , was selected by the Professional Services Selection Committee on December 18, 2000 to provide engineering services in connection with design of this bridge, an extension of Dolfield Boulevard.

Original Agreement

Approved by County Council on August 6, 2001.

Scope: This is a total budget agreement for engineering services for construction of this new bridge, which shall include the preliminary engineering, the final engineering and the post award services. The final engineering drawings shall be as per the scheme recommended in the study report and accepted by the County.

Professional Fee	\$162,657.71 (Upset Limit)
Other Direct Costs	<u>\$112,829.73 (Upset Limit)</u>
Total	\$275,487.44 (Upset Limit)

First Addendum

Approved by County Council on September 2, 2003.

Scope: To provide additional services for larger bridge.

Professional Fee	\$ 30,430.36 (Upset Limit)
Other Direct Costs	\$ 27,965.39 (Upset Limit)
Previous Total	<u>\$275,487.44 (Upset Limit)</u>
Total	\$333,883.19 (Upset Limit)

For approval by Administrative Officer.
County Council
Bridge No. 486 – Dolfield Blvd.

Second Addendum

Approved by County Council on July 25, 2005.

Scope: To provide additional services to coordinate with developer, Kentmar.

Professional Fee	\$ 67,721.77 (Upset Limit)
Other Direct Costs	\$ 17,694.69 (Upset Limit)
Previous Total	<u>\$333,883.19 (Upset Limit)</u>
Total	\$419,299.65 (Upset Limit)

Third Addendum

Approved by County Council on March 6, 2007.

Scope: To provide additional services to revise utilities, permits and highway coordination.

Professional Fee	\$ 51,358.58 (Upset Limit)
Other Direct Costs	\$ 4,911.58 (Upset Limit)
Previous Total	<u>\$419,299.65 (Upset Limit)</u>
Total	\$475,569.81 (Upset Limit)

Fourth Addendum

Approved by County Council on December 4, 2007.

Scope: To provide additional services to revise utilities, permits and highway coordination.

Professional Fee	\$ 58,283.33 (Upset Limit)
Other Direct Costs	\$ 3,794.00 (Upset Limit)
Previous Total	<u>\$475,569.81 (Upset Limit)</u>
Total	\$537,647.14 (Upset Limit)

This Addendum

Scope: To provide additional services to coordinate with developer, revise utilities, permits and highway coordination.

Professional Fee	\$ 37,640.15 (Upset Limit)
Other Direct Costs	\$ 32,107.89 (Upset Limit)
Previous Total	<u>\$537,647.14 (Upset Limit)</u>
Total	\$607,395.18 (Upset Limit)

Prepared by: Department of Public Works

FM-12 (Contract)

Council District(s) All

Department of Public Works

Grass Mowing – Landfills

The Administration is requesting approval of a contract with Schwatka’s Farm Service to provide mowing services for County landfills. The contract commences upon Council approval, continues for one year, and will be automatically renewed for four additional one-year periods. Estimated compensation totals \$35,350 for the first year of the contract and may not exceed \$234,397 for the entire five-year term, including renewals.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County	\$ 35,350	\$ 234,397	⁽¹⁾ Estimated compensation for initial one-year term. The contract does not specify a maximum compensation amount for the initial term.
State	--	--	
Federal	--	--	⁽²⁾ Maximum compensation for entire five-year term, including renewals.
Other	--	--	
Total	<u>\$ 35,350</u> ⁽¹⁾	<u>\$ 234,397</u> ⁽²⁾	

Analysis

The contract includes mowing services for the Hernwood, Parkton, Texas and Eastern Sanitary landfills. In addition, the contract’s maximum compensation for the entire five-year term includes a contingency to allow for increasing the scope of services (i.e., the number of mowing locations and area) by up to 20%.

The estimated cost of mowing services for the initial term totals \$35,350 as follows:

Landfill	Cost per Mowing	Estimated Number of Cuttings	Estimated Total for Initial Year
Texas	\$ 513	6	\$ 3,080
Parkton	829	6	4,972
Hernwood	2,068	6	12,411
Eastern	2,481	6	14,887
	<u>\$ 5,891</u>		<u>\$ 35,350</u>

The Department advised that County workers are currently mowing the grass at the Parkton and the Eastern Sanitary landfills. The Department plans to use the contractor as a back-up resource for mowing these two landfills.

In addition, the Department advised that the contractor provided mowing services on an as-needed basis for the Texas and Hernwood landfills so far this mowing season (starting in April 2008). The Department estimates that the mowing services for April through June 2008 will total \$3,024.

The contract commences upon Council approval, continues for one year, and will be automatically renewed for four additional one-year periods unless the County provides notice of non-renewal. Prior to the commencement of each contract year, the County may entertain a request for escalation 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 request, or up to a maximum 5% increase on the current pricing, whichever is lower. Compensation may not exceed \$234,397 during the entire term of the agreement, including renewals. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on the lowest responsible bid from six bids that were received.

FM-13 (Contracts)

Council District(s) All

Department of Public Works

Temporary Inspectors for Public Works Construction Projects

The Administration is requesting approval of three contracts to provide on-call inspection services for various County construction projects. The three contractors are Tidewater, Inc., Development Facilitators, Inc., and EA Engineering, Science and Technology, Inc. The contracts commence upon Council approval, continue for one year, and will be automatically renewed for four additional one-year periods. Compensation for all contractors may not exceed \$3,173,925 in any contract year and may not exceed \$15,869,625 during the entire five-year term, including renewals. See Exhibits A, B, and C.

Fiscal Summary

<u>Source</u>	<u>Initial Term</u>	<u>Including Renewals</u>	<u>Notes</u>
County	\$ 3,173,925	\$15,869,625	⁽¹⁾ Maximum compensation for all contractors for the initial one-year term.
State	--	--	
Federal	--	--	⁽²⁾ Maximum compensation for all contractors for initial term and four 1-year renewals.
Other	--	--	
Total	<u>\$ 3,173,925</u> ⁽¹⁾	<u>\$15,869,625</u> ⁽²⁾	

Analysis

The contractors will provide construction inspection services on a temporary basis for various public works projects which include, but are not limited to, certain infrastructure (bridges, culverts, buildings, water reservoirs, and sewage pumping stations, etc.), roadways, excavations of channels and trenches, and installations of water, storm, and sanitary pipe. The contractors will supplement services provided by County employees when necessary to meet additional workload demands. Tidewater, Inc. (the lowest bidder) will serve as the primary contractor,

and Development Facilitators, Inc. (the second-lowest bidder), and EA Engineering, Science and Technology, Inc. (the third-lowest bidder) will serve as the secondary and tertiary contractors, respectively, to provide services in the event that the primary contractor is unable to do so at the time of the request.

Hourly contract rates range from \$26.21 to \$36.13, depending on the contractor and the time status as follows:

Contractor	Regular Rate	Overtime Rate
Tidewater, Inc.	\$ 26.21	\$ 29.00
Development Facilitators, Inc.	\$ 28.80	\$ 36.00
Earth, Engineering & Science, Inc.	\$ 36.13	\$ 36.13

The contracts commence upon Council approval, continue for one year, and will be automatically renewed for four additional one-year periods. Prior to each renewal period, unit prices may be increased 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 of 5% increase on the current pricing, whichever is lower. The contracts provide that the total compensation for all contractors combined may not exceed \$3,173,925 in any contract year or \$15,869,625 over the entire five-year term, including renewals. In addition, the Tidewater contract further restricts its compensation to \$2,386,525 per year or \$11,932,625 over the entire five-year term, including renewals, and the Department Facilities contract further restricts its compensation to \$2,694,875 per year or \$13,474,375 over the five-year term, including renewals. These individual restrictions on compensation are based on the bid amounts submitted by the respective contractors. The County may terminate these agreements by providing 30 days prior written notice.

The contracts were awarded through a formal bid process based on low bid from three responsive, responsible bidders.

On April 7, 2003 the Council approved three 5-year contracts with Development Facilitators, Inc. (primary contractor) and Tidewater, Inc. and Earth Engineering and Science, Inc. (secondary contractors) for similar services. The Department advised that as of June 17, 2008, \$6,243,525 was paid to Development Facilitators, Inc and \$27,361 was paid to Tidewater, Inc. under the contracts.

EXECUTIVE SUMMARY
Formal Bid # 206500
Tidewater, Inc.
Inspection Services, Public Works Construction

Baltimore County wishes to retain firms to supply inspection personnel on an on-call basis. These personnel should meet the same qualifications as County Public Works Inspector Ones and work under direct County supervision. Tidewater, Inc. was chosen as the primary contractor. In no event shall the combined sum of compensation paid to all contractors (Development Facilities, Inc. and EA Engineering, Science and Technology, Inc.) exceed the sum of Three Million One Hundred Seventy-three Thousand Nine Hundred Twenty-five Dollars and No Cents (\$ 3,173,925.00) in any contract year, nor shall the compensation paid to this contractor exceed Two Million Three Hundred Eighty-six Thousand Five Hundred Twenty-five Dollars and No Cents (\$2,386,525.00) in any contract year. This agreement shall continue through one (1) year for the Initial Term and may be renewed for an additional four (4) one-year renewal options.

Prepared by: Department of Public Works

EXECUTIVE SUMMARY

Formal Bid # 206500

**Development Facilitators, Inc. – Secondary Contractor
Inspection Services, Public Works Construction**

Baltimore County wishes to retain firms to supply inspection personnel on an on-call basis. These personnel should meet the same qualifications as County Public Works Inspector Ones and work under direct County supervision. Development Facilitators, Inc. was chosen as the secondary contractor. In no event shall the combined sum of compensation paid to all contractors (Tidewater, Inc. and EA Engineering, Science and Technology, Inc.) exceed the sum of Three Million One Hundred Seventy-three Thousand Nine Hundred Twenty-five Dollars and No Cents (\$ 3,173,925.00) in any contract year, nor shall the compensation paid to this Contractor exceed the bid amount of Two Million Six Hundred Ninety-four Thousand Eight Hundred Seventy-five Dollars and No Cents (\$ 2,694,875.00) in any contract year. This agreement shall continue through one (1) year for the Initial Term and may be renewed for an additional four (4) one-year renewal options.

Prepared by: Department of Public Works

EXECUTIVE SUMMARY

Formal Bid # 206500

**EA Engineering, Science and Technology, Inc. – Tertiary Contractor
Inspection Services, Public Works Construction**

Baltimore County wishes to retain firms to supply inspection personnel on an on-call basis. These personnel should meet the same qualifications as County Public Works Inspector Ones and work under direct County supervision. EA Engineering, Science and Technology, Inc. was chosen as the tertiary contractor. In no event shall the combined sum of compensation paid to all contractors (Development Facilities, Inc. and Tidewater, Inc.) exceed the sum of Three Million One Hundred Seventy-three Thousand Nine Hundred Twenty-five Dollars and No Cents (\$ 3,173,925.00) in any contract year. This agreement shall continue through one (1) year for the Initial Term and may be renewed for an additional four (4) one-year renewal options.

Prepared by: Department of Public Works

FM-14 (Contract)

Council District(s) All

Department of Public Works

Cleaning and Repair of Large Boilers

The Administration is requesting approval of a contract with Titan Construction, LLC to provide boiler cleaning and repair services. The contract commences upon Council approval, continues for one year, and will be automatically renewed for nine additional one-year periods. Compensation may not exceed \$1,046,506 during the entire ten-year term, including renewals.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County	\$ 1,046,506	⁽¹⁾ Maximum compensation for initial term and nine 1-year renewals. The contract does not specify a maximum compensation for the initial term.
State	--	
Federal	--	
Other	--	
Total	\$ 1,046,506 ⁽¹⁾	

Analysis

The contractor will provide cleaning and repair services for 30 large boilers in 14 County-owned and/or operated facilities. In addition, the contract's maximum compensation includes a contingency to allow for increasing the scope of services (i.e., the number of boilers) by 20% during the entire term, including renewals.

The contract commences upon Council approval, continues for one year, and will be automatically renewed for nine additional one-year periods unless the County provides notice of non-renewal. The annual cost of cleaning services at each of the 14 sites totals \$2,500 for a total annual cost of \$35,000. Hourly rates for skilled technical labor for repairs to a boiler are

\$90 for regular time and \$135 for overtime. Materials costs include a markup of 20%. Prior to the commencement of each renewal period, the County may entertain a request for escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPU-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 provides that compensation may not exceed \$1,046,506 during the entire term of the agreement, including renewals. The County may terminate the agreement by providing 30 days prior written notice.

All work must be performed, completed, and accepted by September 30th of each year. Due to the critical nature of this requirement, liquidated damages resulting from failure to meet the completion date will be charged against the vendor at a rate of \$100 per calendar day per building not completed in accordance with the schedule.

The contract was awarded through a competitive procurement process based on the lowest bid from two bids that were received.

FM-15 (Contract)

Council District(s) All

Department of Public Works

Fuel Tank Services for County-Owned/Operated Buildings

The Administration is requesting approval of a contract with Petroleum Services, Inc. to provide on-call fuel tank services (installation, replacement, repair, maintenance, soil disposal) for tanks containing heating oil, diesel fuel, or gasoline at various Baltimore County-owned and/or operated buildings. The contract commences upon Council approval, continues for one year, and will be automatically renewed for four additional one-year periods. Total compensation may not exceed \$926,483 over the entire five-year term, including renewals. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County	\$ 926,483	⁽¹⁾ Maximum compensation for entire five-year term, including four 1-year renewals. The contract does not specify a maximum compensation for the initial term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 926,483</u> ⁽¹⁾	

Fiscal Analysis

The contractor will provide all labor, materials, tools, equipment, and supervision to perform fuel tank services for County-owned and/or operated buildings. Services include installing new tanks, fuel lines, and concrete pads; removing and disposing of fuel-contaminated soil; and repairing and restoring concrete surfaces, turf, and grounds damaged during fuel tank servicing.

The contract commences upon Council approval, continues for one year, and will be automatically renewed for four additional one-year periods unless the County provides notice of non-renewal. Hourly rates for labor range from \$22 to \$72, depending on the worker's skill level

and time status (regular or overtime). Hourly rates for the contractor's equipment rental fees range from \$37.50 to \$65, depending on the type of equipment rented. Replacement tank costs range from \$375 to \$9,725, depending on the size of the tank. Additionally, the cost of materials includes a 17% mark-up. Prior to the commencement of each renewal period, the County may entertain a request for 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 contract provides that compensation may not exceed \$926,483 during the entire term of the agreement, including renewals. The County may terminate the agreement by providing 30 days prior written notice.

Funding will not be encumbered at this time. Rather, contract costs will be charged to specific General Fund programs or capital projects as jobs are assigned.

The Department advised that Petroleum Services, Inc. has been providing fuel tank services since November 2000. The most recent contract with Petroleum Services, Inc. (not to exceed \$397,693 for a term of one year with four 1-year renewals and approved by Council on September 17, 2002) expired on September 16, 2007. The Department advised that one fuel tank service project totaling \$4,895 has been required since the previous contract expired (in September 2007); the services were competitively procured and completed by Petroleum Services, Inc.

The contract was awarded through a competitive procurement process based on the lowest bid from six bids that were received.

Executive Summary Form

Petroleum Services, Inc.

Bid No. 206551

Council Meeting Date: July 7, 2008

This contract is to establish Petroleum Services, Inc. as the contractor who shall be furnishing all labor, materials, tools, equipment, and supervision for fuel tank services for tanks storing heating oil, diesel fuel, or gasoline in all Baltimore County owned and/or operated buildings. The contractor will be "on-call" to the Department of Public Works- Bureau of Building and Equipment Services for a period of one year from the date of contract's execution. Major expenditures for services rendered by this contractor will be paid by various capital and/or operation accounts.

Price of contract is \$926,482.60 total compensation paid including renewals for the entire term of this agreement.

Est: mlw

FM-16 (Contract Amendment)

Council District(s) 5

Department of Public Works

Chapel Hill Elementary Water Tank

The Administration is requesting approval of an amendment to a contract with Whitman, Requardt and Associates, LLP for a retroactive extension of the contract's term to allow the consultant to continue to provide services through completion of a water tank project. The project involves construction of a two-million-gallon elevated water storage tank at the Chapel Hill Elementary School site. The amendment does not increase the maximum compensation. See Exhibit A.

Fiscal Summary

This amendment has no fiscal impact to the County since there is no change to the maximum compensation of \$537,601.

Analysis

On June 3, 2002, the Council approved the original contract with Whitman, Requardt and Associates, LLP for provision of engineering services for the Chapel Hill Tank project, which is intended to provide two million gallons of water storage in an elevated tank in order to maintain steady water pressure and fire protection in the Honeygo area.

The original contract commenced on June 3, 2002 and expired on June 4, 2008. The Department advised that it instructed the consultant to refrain from providing services until after the Council has approved the contract extension.

The contract provides that compensation is limited to the consultant's cost plus profit, which is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Maximum compensation totals \$537,601 for all phases of design and construction. The Department advised that as of June 18, 2008, contract expenditures and encumbrances totaled \$536,161.

Estimated project costs total \$5.6 million, including \$4.9 million for construction; as of June 16, 2008, project expenditures totaled \$3.1 million and encumbrances totaled \$2.3 million.

The Department advised that while the project is 65% complete and proceeding without delay, the design period took longer than expected due to site constraints, coordination with the developer of an adjoining site, coordination with the construction of Linkgerst Road (assuring access to construction site), and Baltimore City and interagency review. The addendum will extend the contract expiration until construction is complete. The Department advised that the project is currently in its final construction phase; remaining work consists of painting the water storage tank, piping, vault work, construction of the disinfection building, final grading, and paving. The Department further advised that this extension will ensure engineering service continuity and completion of the project by Spring 2009.

The contractor was selected in 1998 through the Professional Services Selection Committee (PSSC) process based on qualifications, experience, and prior work to provide preliminary design services for this project. The County continued with the same contractor for this contract to provide services for the remaining project phases.

Executive Summary

CHAPEL HILL TANK
JO 203-0009-0016

The Project

The project is necessary to provide pressure equalization, added fire protection, and a sodium hypochlorite booster station in the Honeygo Growth Area. The elevated tank itself will provide 2-million gallons of water storage.

The Consultant Agreement

The consultant, Whitman Requardt & Associates, LLP, was selected by the Professional Services Selection Committee on February 25, 1998.

Original Agreement: Approved by County Council on November 16, 1998
Scope: Prepare preliminary design report.

Professional Fee:	\$56,947
Other Direct Costs:	<u>2,600</u>
Total:	\$59,547

Total Budget Agreement: Approved by County Council on April 15, 2002

Scope:

Task I:	Complete preliminary design based on Preliminary Design Report:	\$249,688
Task II:	Final Design:	267,827
Task III:	Construction Phase Services:	<u>120,086</u>
	Total Upset Limit:	\$537,601

Addendum #1 to Total Budget Agreement: For Approval
Purpose: Time Extension (no change in scope or fees)

ECA:BFK:MJM:bjk

5/21/08

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Prepared by: Department of Public Works

FM-17 (Contract Amendment)

Council District(s) All

Department of Public Works

Renovations of Courts Building Elevators

The Administration is requesting approval of an amendment to a contract with Rubeling and Associates, Inc. to extend the term of the contract indefinitely from October 2, 2008 to completion of architectural design services related to six assigned projects, including elevator renovations at the Courts building. The Department estimates that it will require the contractor's services until Spring 2010. The amendment does not increase the maximum compensation for the contract.

Fiscal Summary

This amendment has no fiscal impact to the County since there is no change to the maximum compensation of \$3,150,000.

Analysis

The amendment extends the contract term until the contractor completes architectural design services related to the following six projects: the Perry Hall Mansion interior stabilization study, Department of Economic Development work, elevator renovations at the New Courts Building, Jefferson Building renovations, Randallstown Community Center renovations, and the Pikesville Library/Senior Center addition. The Department advised that the design work is now completed for the first two projects. The Department estimates that it will require the contractor's services for the remaining four projects until the Spring of 2010.

On October 1, 2001, the Council approved the original four-year contract, including renewals, not to exceed \$1 million. On June 21, 2004, the Council approved the first amendment to the contract to increase the maximum compensation by \$1 million, from \$1 million to \$2 million and

add three additional one-year renewal periods. On February 21, 2006, the Council approved a second amendment to the contract to increase the maximum compensation by \$1,150,000, from \$2 million to \$3,150,000. The proposed third amendment extends the term of the contract, which will expire on October 2, 2008, to continue indefinitely until the engineer completes design services on six remaining projects (approximately Spring 2010) or until the County terminates the contract.

The contractor was selected by the Professional Services Selection Committee (PSSC) on December 18, 2000 based on experience and qualifications from among 21 submittals.

FM-19 (Contract Amendment)

Council District(s) All

Department of Public Works

Lengthen Renewal Term

The Administration is requesting approval of an amendment to a contract with Sanders Designs, P.A. to provide additional on-call architectural services for various capital projects throughout Baltimore County. The amendment adds two automatic one-year renewal periods to the current four-year term, which commenced October 3, 2006, and increases maximum compensation over the entire six-year term, including the additional renewal periods, by \$2 million, from \$2 million to \$4 million. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 2,000,000	\$ 2,000,000	\$ 4,000,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 2,000,000</u> ⁽²⁾	<u>\$ 2,000,000</u>	<u>\$4,000,000</u> ⁽³⁾

⁽¹⁾ Capital Projects Fund.

⁽²⁾ Increase in maximum compensation over the entire six-year term, including the two additional one-year renewal periods.

⁽³⁾ Total amended maximum compensation for entire six-year term, including four 1-year renewals.

Analysis

On October 3, 2006, the Council approved the original contract with Sanders Designs, P.A. to perform preliminary design, site survey, geotech reports, cost estimates, schematic design, design development, construction document, bid, and construction administrative phase services as needed. The original contract was awarded for an initial term of two years with two

automatic one-year renewal periods (through October 2, 2010). Maximum compensation totals \$2,000,000 for the entire four-year term. The Department advised that expenditures and encumbrances to date for this contract total \$1,461,339.

This contract amendment adds two automatic one-year renewal periods, extending the term to October 2, 2012 unless the County provides notice of non-renewal. Further, the amendment increases the maximum compensation over the entire six-year term from \$2 million to \$4 million. Funding will not be encumbered at this time. Rather, contract costs will be charged to specific projects as they are assigned.

In addition, the amendment increases the maximum hourly wage rates for engineers and architects in conformance with County policy changes, which became effective on May 1, 2007. The amendment also revises the insurance provision of the contract by requiring that the contractor maintain professional liability/errors and omissions insurance coverage that specifically shall remain in effect for a period of at least three years from the termination of the contract and shall include full prior acts coverage.

The Department advised that under the current agreement the contractor has provided architectural services for renovations to the Dundalk Community Center, a study of the Loch Raven Community Center, a study of the Towson and Catonsville fire stations, and the new community center and library/senior center in Arbutus. The Department further advised that additional funding is needed for new anticipated tasks, such as future design phases for the aforementioned Arbutus facilities and design of a west-side homeless shelter.

The original contract was awarded through the Professional Services Selection Committee (PSSC) process based on experience and best qualifications. Currently, two other contractors (Gaudreau, Inc. and Rubeling Associates, Inc.) also provide on-call architectural services to the County.

Executive Summary Sheet
On-Call Architectural Services Agreement
Job Order - Established for Each Job

The Project Scope

Sanders Designs was selected by the Professional Services Selection Committee on April 7, 2006 to furnish professional architectural and engineering services to provide consultation, reports, feasibility studies, sketches, renderings, schematic design, design development, contract documents, cost estimates, construction administration, and other assistance on various projects on County Buildings. Funding for this on-call agreement needs to be increased for future tasks to be assigned. The total original funding of \$2,000,000.00 was not initially encumbered under a single job but will be established for each assigned task.

The Consultant

The Consultant, Sanders Designs, was selected by the Professional Services Selection Committee on April 7, 2006.

The Agreement

Scope:

Provide on-call architectural services for consultant reports, feasibility studies, sketches, renderings, schematic design, design development, construction documents, cost estimates, construction administration, and other assistance on various projects in County buildings on an as-required basis.

Original Agreement

TOTAL	\$2,000,000.00 upset limit
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This Addendum

Scope:

Provide on-call architectural services on an as-required basis.

This Addendum

Total Agreement

TOTAL	\$2,000,000.00	\$4,000,000.00
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Prepared by: Department of Public Works

FM-20 (Contract Amendment)

Council District(s) All

Department of Public Works

Dogwood Road Bridge and Bridge Inspection Program

The Administration is requesting approval of an amendment to a contract with Johnson, Mirmiran & Thompson, Inc. to extend the contract term indefinitely until completion of engineering services for assigned projects such as the Dogwood Road Bridge. The Department estimates it will require the contractor's services for an additional two to three years. The amendment does not increase the maximum compensation for the contract.

Fiscal Summary

This amendment has no fiscal impact to the County since there is no change to the contract's maximum compensation of \$1,000,000.

Analysis

On October 7, 2002, the Council approved the original six-year contract with Johnson, Mirmiran & Thompson, Inc. to provide various on-call structural engineering services, ranging from the design of emergency repairs to the complete structural design and preparation of contract bid documents for various structures (e.g., bridges, culverts, pumping stations, public buildings). The Department advised that these services were needed in order to keep the backlog of projects at manageable levels and to handle priority projects.

The contract states that compensation shall not exceed \$1,000,000 for the entire six-year term, which expires October 8, 2008. Contract expenditures and encumbrances as of June 24, 2008 total \$434,974.

This contract amendment extends the term of the contract indefinitely until the contractor completes engineering services for replacement of the Dogwood Road Bridge (Bridge No. 347) and until the contractor's services are no longer needed for other engineering workload, consisting of the County's bridge inspection program, Federal aid bridge replacement projects, and the rehabilitation and maintenance of various County structures. The Department advised that the contractor will be needed for the other engineering work until a vacancy is filled within the Department to sufficiently handle this workload.

The Department estimates that it will require the contractor's services for the Dogwood Road Bridge project for an additional two to three years. The Department advised that this project is currently in its engineering and design phase, with construction not anticipated until at least 2010. The Department further advised that as a result of its current manpower shortage, the contractor has been providing supplemental engineering staff to manage the bridge inspection program and Federal bridge replacement projects, and to assist in rehabilitating and maintaining County structures. The Department plans to rely on the contractor for these purposes until the hiring process is complete, which is expected to take an additional six to nine months.

The original contract was awarded through the Professional Services Selection Committee (PSSC) process based on best qualifications and experience. Currently, one other contractor, KCI Technologies, Inc., also provides on-call structural engineering services to the County. The Department advised that it is in the process of extending the contract with KCI Technologies, Inc. and selecting two additional on-call structural engineering contractors.

FM-21 (BAT 09-02C) (Appropriation Transfer)

Council District(s) 1

Department of Public Works

Herbert Run Interceptor Sewer Phase II Project

The Administration is requesting approval of a budget appropriation transfer totaling \$1,300,000 to fund higher-than-anticipated costs for the completion of the Herbert Run Interceptor Sewer Phase II project. The higher costs are due to a contractor's delay claim (\$800,000) against the County (caused by the County's delay in seeking the necessary rights-of-way for project construction); unbudgeted expenses related to obtaining rights-of-way on railroad properties running adjacent to the sewer line (\$365,854); and a contingency for additional unforeseen project costs (\$134,146). See Exhibits A and B.

Fiscal Summary

<u>From</u>	<u>Project</u>	<u>Current Appropriation</u>	<u>Transfer Amount</u>	<u>Adjusted Appropriation</u>
01.0077	Main Relining, Rehabilitation and Replacement	\$ 66,740,665	\$(1,300,000)	\$ 65,440,665
<u>To</u>				
01.0020	Patapsco Drainage Area Major Facilities	\$ 7,159,323	\$ 1,300,000	\$ 8,459,323

Analysis

Source of Funds

Funds are available from the Main Relining, Rehabilitation and Replacement project since not all appropriated funds have been assigned to specific projects. Funds under this project are used to fix various sewer lines throughout the County. Specifically, the Department advised that the remaining funds are sufficient for fiscal year 2009. This project will have approximately \$41.6 million available in unspent and unencumbered funds after this transfer.

Use of Funds

The Herbert Run Interceptor Sewer Phase II project (a specific project within the Patapsco Drainage Area Major Facilities capital project) is part of the remedial sewer improvements approved in the County's 2005 Consent Decree with the U.S. Department of Justice, the U.S. Environmental Protection Agency, and the Maryland Department of Environment. The project provides for the construction of a 42-inch sewer line along Herbert Run from Southwestern Boulevard to the Patapsco River to allow for the sanitary transfer of wastewater from Arbutus and Halethorpe. The Department advised that a significant portion of this project lies alongside railroad properties that require right-of-way clearance in order to complete construction. The Department further advised that project construction commenced in December 2007.

The Department advised that the additional \$1,300,000 is needed primarily due to costs stemming from a delay in initiating the required coordination with the affected railroads (Amtrak and CSX) – which led to a construction shutdown resulting in a contractor's delay claim – and the required construction changes resulting from the railroad agreements, once they were obtained, as follows:

- \$800,000 for contractor's delay claim (e.g., mobilization costs and labor, equipment, and material cost adjustments);
- \$141,415 for Amtrak flagging and track monitoring;
- \$59,200 for CSX flagging and track monitoring;
- \$165,239 for construction changes required by the railroads, including the lengthening of the tunnel by 15 feet, revisions to the steel sheeting that protects the excavated surfaces along the Amtrak tracks and a junction chamber, and the relocation of a utility pole; and
- \$134,146 for contingencies for additional unforeseen conditions.

The Department advised that the contractor's original delay claim was greater than \$1 million and was reduced to \$800,000 through negotiations. The Department further advised that in order to avoid similar contractor claims in the future, it has adopted new procedures to ensure that necessary right-of-way agreements are imminent, prior to allowing capital project construction to commence.

The current estimated project cost totals \$8.4 million. The Department expects that construction will be complete in October 2008. Since this completion date is beyond the June 2008 date specified by the Consent Decree, the Department has requested a compliance deadline

extension from the regulatory agencies. The per-day penalty for failure to achieve substantial compliance on a project ranges from \$1,000 to \$6,000 depending on the period of non-compliance. Based on a mid-October completion date, the estimated penalty would total \$387,000 if the June 2008 deadline is not extended.

EXECUTIVE SUMMARY

BUDGET APPROPRIATION TRANSFER PATAPSCO DRAINAGE AREA MAJOR FACILITIES PROJECT NO. 231-201-0020

The Herbert Run Interceptor Sewer Phase II, known as Job Order No. 231-201-0020-0036, consists of the construction of 5,624 feet of 42-inch sewer along Herbert Run, from Southwestern Boulevard to the Patapsco River. The interceptor construction is mandated with time constraints in the Consent Decree between Baltimore County and the US Department of Justice, US Environmental Protection Agency, and the State of Maryland. The 42-inch line will convey wastewater from the Arbutus and Halethorpe areas to the Patapsco Interceptor.

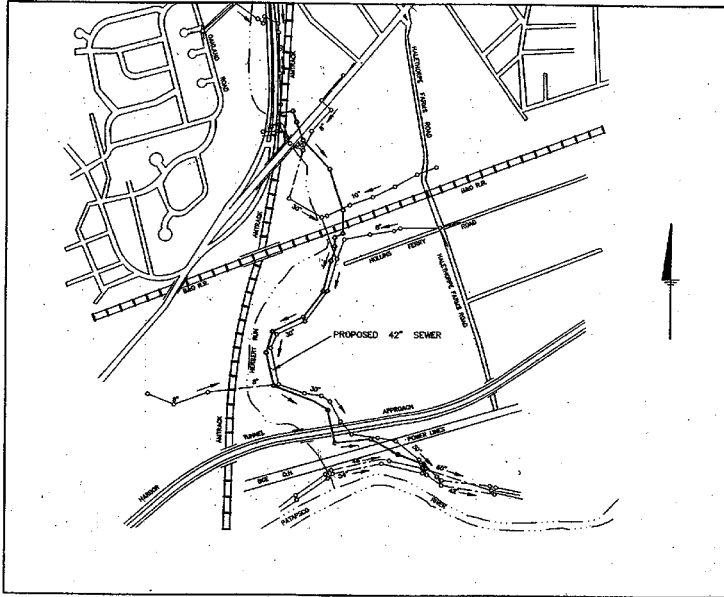
In order to complete the construction, additional funds are needed for contractor's claims due to shutdown time; the need for AMTRAK licensing fees, railroad flagman and track monitoring; the need for CSX railroad flagman and track monitoring; the need to lengthen the I-895 tunnel by 15 feet; sheeting revisions at both AMTRAK and junction chamber No. 1; a BGE pole relocation and additional funding for unforeseen contingencies.

In order to continue with the construction, it will be necessary to transfer \$1,300,000 in funds from Capital Project 231-201-0077 (Main Relining, Repair and Replacement) to Capital Project 231-201-0020 (Patapsco Drainage Area Major Facilities).

ECA:RCB:GAK:bjk
5/20/08

GENERAL CONSTRUCTION NOTES

1. THE COST OF CONNECTING TO EXISTING SEWER AND/OR MANHOLES INCLUDING THE CONSTRUCTION OF A NEW CHIMNEY OR INCREASED OF AN EXISTING CHIMNEY IS CONSIDERED INCIDENTAL AND WILL BE INCLUDED IN THE UNIT PRICE BID FOR EXISTING SEWER PIPE.
2. THE COST FOR CONSTRUCTING UNITS AND/OR OVER ANY EXISTING UTILITY AND STREET OPENING PRIOR TO CONSTRUCTION INCLUDING GAS, ELECTRIC, CABLE, STORM SEWER, WATER, AND OTHER SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EXISTING SEWER PIPE.
3. SEWER FLOW IN EXISTING SEWER IS TO BE MAINTAINED AS ALL TIMES DURING CONSTRUCTION. IT IS NOT THE WALL IS TO BE PROVIDED FOR SEWER TO BE DISCHARGED INTO THE OPENING OR INTO ANY STREAM. ALL COSTS TO MAINTAIN FLOW ARE TO BE INCLUDED IN THE UNIT PRICE BID FOR EXISTING SEWER PIPE.
4. TREES AND SHRUBS ARE TO BE PROTECTED FROM DAMAGE TO THE MAXIMUM EXTENT POSSIBLE. CONSTRUCTION TO REMOVE THE TRUNKS AND ABOVE OF ANY TREE OR SHRUB SHALL BE LIMITED TO THE LINE OF UTILITY. ANY EXISTING SHRUBS WITHIN THE LINE OF UTILITY SHALL BE MAINTAINED. ALL COSTS FOR REMOVAL OF TREES, SHRUBS, ETC. WILL BE INCLUDED IN THE UNIT PRICE BID FOR EXISTING AND CONSTRUCTION.
5. APPROPRIATE LOCATION OF EXISTING UTILITY AND OTHER. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY MEASUREMENTS TO PROTECT EXISTING UTILITIES AND SHALL MAINTAIN UNINTERRUPTED SERVICE. ANY DAMAGE INCURRED SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
6. UNDERGROUND UTILITIES (ELECTRIC, WATER, GAS, ETC.) SHALL BE MAINTAINED AS ALL TIMES DURING CONSTRUCTION. IT IS NOT THE WALL IS TO BE PROVIDED FOR SEWER TO BE DISCHARGED INTO THE OPENING OR INTO ANY STREAM. ALL COSTS TO MAINTAIN FLOW ARE TO BE INCLUDED IN THE UNIT PRICE BID FOR EXISTING SEWER PIPE.
7. FOR ROUND LIDS, SEE SPECIAL PROVISIONS.
8. FOR BURNING DETAILS, SEE BALTIMORE COUNTY FORWARD SPECIFICATIONS AND DETAILS (S-14, S-15, AND C-130).
9. ALL MEASUREMENTS, CONSTRUCTION, ELEVATIONS AND OTHER DATA ARE BASED ON THE BALTIMORE COUNTY SURVEY CONTROL SYSTEM AND DATA.
10. SEWER ALIGNMENT TO BE PROVIDED TO ORIGINAL CONDITIONS AND SEEDS AND MULCHES. THE LAND SURVEYOR FROM THE SEWER LINE IS INDICATED WITH THE POLICE DEPARTMENT PROVISIONS.
11. ALL MANHOLES TO BE 72" DIAMETER UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MANHOLE LIDS AND EQUIPMENT NECESSARY TO MAINTAIN THE UTILITY FROM BE OPEN TO THE PUBLIC.



HUB NO. 17147 ELEV. 34.344
 R.R. SPIKE IN MAC. ON
 E. SIDE OF S.W. ELEV.

LOCATION MAP
 SCALE: 1" = 50'

HUB NO. 17302 ELEV. 46.430
 R.R. SPIKE IN MAC. ON
 E. SIDE OF HALETHORPE
 FARMS RD.

HERBERT RUN INTERCEPTOR JOB ORDER 1-20-36

DATE	BY	REVISION	DESCRIPTION

	BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING & CONSTRUCTION	PROJECT NO. 98-1170 SHEET NO. 1 OF 4 DATE 10/15/98	CONTRACT NO. 06-04-S-0 JOB ORDER NO. 1-20-36 SHEET NO. 1 OF 4
	PROJECT MANAGER: [Signature] DESIGNER: [Signature] CHECKED: [Signature] DATE: 10/15/98	DATE OF ENGINEERING & CONSTRUCTION: 10/15/98 DEPARTMENT OF PUBLIC WORKS: [Signature] DATE: 10/15/98	SCALE: C-1/4" PLAN AS SHOWN PROJECT SHEET: 98-1170 TITLE SHEET

FM-22 (BAT 09-01C) (Appropriation Transfer)

Council District(s) 2 & 4

Department of Public Works

Rehabilitation of Patterson Avenue

The Administration is requesting approval of a budget appropriation transfer totaling \$550,000 to fund higher-than-anticipated construction costs including utility relocation for the rehabilitation of Patterson Avenue between Parsons Avenue and Liberty Road. See Exhibit A.

Fiscal Summary

<u>From</u>	<u>Project</u>	<u>Council District</u>	<u>Current Appropriation</u>	<u>Transfer Amount</u>	<u>Adjusted Appropriation</u>
05.0013	Greenspring Avenue and Woodvalley Drive	2	\$1,650,000	(\$550,000)	\$1,100,000
<u>To</u>					
05.0367	Patterson Avenue	4	\$1,800,000	\$550,000	\$2,350,000

Analysis

Source of Funds

Funds are available from the Greenspring Avenue and Woodvalley Drive project since all of the appropriated funds for the reconstruction of the intersection were not required. Specifically, the Department advised that due to community opposition to reconstruction, the project scope was reduced to include only the installation of flashing warning lights at the intersection. As a result, the estimated project costs decreased from \$1,650,000 to \$194,000, leaving \$1,456,000 available for other projects.

Use of Funds

The Patterson Avenue project addresses the deteriorated road conditions between Parsons Avenue and Liberty Road. As originally planned, the project scope included installation of an asphalt overlay and repairs to the road's curbs, gutters, sidewalks, and drainage system. The Department advised that the additional \$550,000 is required to proceed with construction of a more complex project than originally planned. Specifically, the project scope has been expanded in response to the community's request for additional parking along the roadway (requiring a road widening), driveway and step adjustments, traffic calming features, and retaining walls. The Department further advised that the community-requested enhancements increased the project's architectural and engineering fees by \$200,000, and inflationary pressures increased construction costs by \$400,000; these additional costs were slightly offset by a \$50,000 reduction in site costs due to the need to acquire fewer properties than originally anticipated. The current estimated project cost totals \$2.35 million. The Department expects construction to begin within one month of the appropriation transfer and to be completed, once initiated, within 180 working days.

EXECUTIVE SUMMARY SHEET

Budget Appropriation Transfer Request (B.A.T.)
Enhancement of Patterson Avenue
J.O. No. 205-0367-0001
Contract No. 07220RXO

The Project

The project consists of the rehabilitation of Patterson Avenue between Parsons Avenue and Liberty Road. The road will have new curbs, gutters, sidewalks, drainage system and asphalt overlay installed.

Low Bid	\$ 1,692,643.00
Contingency and inspection	<u>157,357.00</u>
Total Project Cost	\$ 1,850,000.00
Construction Funds Appropriated (Capital Item # 205.0367)	\$ 1,300,000.00
B.A.T.	<u>550,000.00</u>
Total including B.A.T.	\$ 1,850,000.00

The source of funds for the B.A.T. is Capital Project No. 205.0013 – Greenspring Avenue at Woodvalley Drive.

FM-23 (Contract)

Council District(s) All

Department of Public Works

Glass and Glazing Services

The Administration is requesting approval of a contract with Caplan Brothers, Inc. to provide on-call glass and glazing services at various County-owned and/or operated facilities. The contract commences upon Council approval, continues for one year, and will be automatically renewed for four additional one-year periods. Compensation may not exceed \$82,675 during the initial term and may not exceed \$413,375 during the entire five-year term, including renewals. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 82,675	\$ 413,375	⁽¹⁾ General Fund and/or Capital Projects Fund.
State	--	--	⁽²⁾ Maximum compensation for initial one-year term.
Federal	--	--	⁽³⁾ Maximum compensation for initial term and four 1-year renewals.
Other	--	--	
Total	<u>\$ 82,675</u> ⁽²⁾	<u>\$ 413,375</u> ⁽³⁾	

Analysis

The contractor will provide all labor, materials, tools, equipment, and supervision to perform glass and glazing services at various County-owned and/or operated facilities on an on-call basis. Specifically, the contractor will install and/or repair glass products, including windows, doors, panels, walls, mirrors, and furniture tops.

Hourly rates for labor range from \$60 to \$90 depending on the worker's time status (regular or overtime). The cost of materials includes a 75% markup. Prior to the commencement of each renewal period, the County may entertain a request for 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 contract commences upon Council approval, continues for one year, and will be automatically renewed for four additional one-year periods unless the County provides notice of non-renewal. Compensation may not exceed \$82,675 in any contract year and \$413,375 during the entire term of the contract, including renewals. The County may terminate this agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on negotiations with the sole bidder. The Office of Budget and Finance, Purchasing Bureau advised that negotiations resulted in a reduction in the hourly labor rates being charged to the County and other time charges to be paid by the County (i.e., glass fabrication and travel time). The Office further advised that these services were re-bid as a result of non-performance by the prior contractor, Designer Glass and Mirror Company, Inc., which was awarded a five-year contract in July 2004 not to exceed \$206,250 (approved by the County Council on July 6, 2004). The County terminated the contract with Designer Glass and Mirror Company, Inc. at the end of the second renewal term (on July 5, 2007). After July 5, 2007, glass and glazing services for each County location were procured individually rather than using an on-call contractor. The services were procured from Glass Contractors of Baltimore Inc. and Caplan Brothers, Inc., which provided services totaling \$33,033 and \$2,319, respectively, during this period (i.e., since July 2007).

Executive Summary Form

Caplan Brothers, Inc.

Bid No.206134

Council Meeting Date: July 7, 2008

This contract is to establish Caplan Brothers, Inc. as the contractor who shall provide labor and materials to perform glass and glazing services at various County owned and/or operated facilities within the boundaries of Baltimore County, on an as-needed, on-call basis. Contract price is \$ 82,675.00 maximum in any contract year. Four one-year renewals include automatic renewal at the end of the initial term and each renewal term (except the last) unless it provides written notice of non-renewal to the contractor prior to the end of the then current term.

Est: mlw

FM-18 (Contract Amendment)

Council District(s) All

Department of Environmental Protection and Resource Management

Second Term of Five-Year Contract

The Administration is requesting approval of an amendment to a contract with Environmental Quality Resources, LLC to provide additional on-call environmental restoration services. The amendment increases the maximum compensation by \$2,476,317, from \$2,523,683 to \$5,000,000. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
TBD ⁽¹⁾	\$ 2,476,317	\$ 2,523,683	\$ 5,000,000 ⁽²⁾

⁽¹⁾ Capital Funding sources to be determined (depending on the specific project assignment).

⁽²⁾ Maximum compensation for entire five-year term (through July 2, 2011).

Analysis

The contractor provides various environmental restoration services, including design, construction, landscape, survey, and repair services, throughout Baltimore County. Typical environmental restoration projects may include retrofit, conversion, or repair of an existing stormwater management pond, installation of water quality best-management practices, and waterway and stream restoration construction. The Department advised that additional compensation is necessary due to a higher-than-expected volume of work that also includes five stream restoration projects to be completed so as to be in compliance with the 2005 consent decree between the County, the U.S. Department of Justice, the U.S. Environmental Protection Agency, and the Maryland Department of Environment. Funding for the contract will not be encumbered at this time. Rather, contract costs will be charged to specific projects as they are assigned.

On July 3, 2006, the Council approved the original contract with Environmental Quality Resources, LLC for a five-year term including four 1-year renewals. The contract provided that in no event shall the compensation paid to the contractor exceed \$456,723 during the initial term and \$2,523,683 during the entire term, including renewals. The Department advised that as of June 19, 2008, the contractor has provided services totaling \$2,020,595 under the contract.

On October 29, 2007, the Administrative Officer approved the first amendment to this contract to add specific language related to the timely completion of consent decree projects.

The contract was awarded through a competitive procurement process. The Department advised that two proposals were received, but one proposal was disqualified because the firm did not meet the minimum qualifications as specified in the Invitation to Bid.

ENVIRONMENTAL RESTORATION SERVICES
ON-CALL CONTRACT NO 42875 – ADDENDUM NO. 2
ENVIRONMENTAL QUALITY RESOURCES INC.

EXECUTIVE SUMMARY

Approval is requested for Addendum No. 2 of Contract 42875 to increase the upset limits for the design/ build services contract with Environmental Quality Resources Inc.. This increase is necessary as the County and the contractor are in the 2nd term of a five-year contract and have expended more than half of the contract upset limit to date.

By Agreement dated July 3, 2006, the County agreed that the Contractor would furnish design/build environmental restoration services for stream and waterway restoration. The Contract was amended in October 2007 – Addendum No 1, to include “Consent Decree Projects” to the contract and the County standard language for the “Consent Decree Projects”.

Addendum No 2 would increase the upset limit on the contract to allow the contractor to continue to provide services in accordance with the Agreement and the Addendum No. 1, and allow the County to assign “Consent Decree Projects” to the contractor to expedite the construction of those projects.

Environmental Quality Resources was one of two bids received in response to the invitation to Bid No. 205779 on March 29, 2006. The basis of award is low bid for time and materials as detailed in the specification. The term of the Agreement is one initial term and four one-year renewals. The contract is in the first of the renewal periods.

In no event shall the total compensation paid to the contractor under the agreement and all addendums exceed the sum of Five Million Dollars during the entire term of the agreement including renewals.

MB-2 (Res. 47-08)

Council District(s) 1

Mr. Moxley

Approval of a Planned Unit Development (PUD) – Patapsco Ridge

This Resolution approves the review of a proposed planned unit development in the 1st Councilmanic District.

Bill 19-04 consolidated the review of all PUDs under the Planning Board. As a first step in the review process, an application for a PUD must be submitted to the Councilmember in whose district the PUD is proposed to be located. If the Council finds that the proposed site is eligible for review, the Council, by adoption of a resolution, may approve the continued review of the PUD.

An application was filed by J. Kirby Development, LLC for approval of an eight-acre site on Thistle Road to be known as Patapsco Ridge.

The PUD proposes the development of a high-quality, age-restricted (55 and older) residential condominium project.

Resolution 47-08 approves the site for review as a PUD and approves the proposed community benefit of providing affordable housing for seniors. The resolution will be forwarded to the Office of Planning and the Department of Permits and Development Management.

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

Misc 1(a)
7/7

TO: [REDACTED] DATE: May 2, 2008
Administrative Officer

FROM: [REDACTED] Director COUNCIL MEETING
Office of Budget & Finance *KAD* DATE: ~~June 2, 2008~~
7/7/08

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

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Contract

43299 Motorola, Inc. – Office of Information Technology, Electronic Services
800 MHz Radio Equipment / Support and Seamless Transition
As indicated in Robert R. Stradling's memo dated January 8, 2008, the Motorola radio equipment is the only equipment currently tested and approved by the County Electronic Services. The County possesses the training, programming, and alignment software and hardware and an extensive parts inventory for continued support of this equipment. In addition, the voice subscriber equipment must be equipped with Motorola rebanding firmware to complete a seamless transition for the FCC 800 MHz reconfiguration to the planned P25 compliant system.
Amount: \$2,606,638.87
Award Date: 05/01/08

43306 Physio-Control Inc – Baltimore County Fire Department
Electrodes, Cables and Supplies / Specific to LIFEPAC 12 Monitors and Chargers
This contract is for the purchase of Physio-Control electrodes, cables and supplies for the LIFEPAC 12 monitors and chargers. As indicated in Fire Chief John Hohman's memo dated, April 17, 2008, these supplies are required for use on our LIFEPAC 12 equipment. Physio-Control, Inc. is the only manufacturer of this equipment.
Amount: \$60,819.10
Award Date: 05/08/08

Revised 04/04/07

3031878 Messaging Architects – Office of Information Technology
GroupWise Guardian and Anti-Virus Software / License Renewal,
Upgrades and Technical Support

This purchase order provides for the license renewal of GroupWise Guardian and Anti-virus software for one (1) year. As indicated in Robert Stradling's memo dated March 12, 2008, OIT uses the GroupWise Guardian and Anti-virus software to protect the County's e-mail system from viruses and spam. The license renewal, which provides upgrades, patches and technical support, are proprietary to the Messaging Architects and only available through them.

Amount: \$32,400.00

Award Date: 05/01/08

c:



Revised 04/04/07

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

Misc 1(b)
7/7

TO: [REDACTED] Administrative Officer **DATE:** May 12, 2008

FROM: [REDACTED] Director **COUNCIL MEETING**
Office of Budget & Finance *ZAO* **DATE:** ~~June 2~~, 2008
7/7

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

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

- 43310 HD Supply Waterworks Ltd – Public Works, Bureau of Utilities
Neptune Meter, Fire Hydrant and Parts / Fire Hydrant Meters and Parts Stock
This contract is for Neptune fire hydrant meters and parts. Neptune meters and parts are available from HD Supply Waterworks who is the distributor for Maryland. As indicated in Edward C. Adams, Jr's. memo dated February 20, 2008, the Bureau of Utilities uses only Neptune meters. Bureau personnel are trained in the repair of these meters. It is anticipated that the expenditures may exceed \$10,000 each year of the 5 year contract.
Amount: Estimated 5-year expenditure - \$50,000.00
Award Date: 05/12/08
- 3032016 IBM Corporation – Office of Information Technology
AIX Software Subscription and Support / Updates and Support
This order is for the AIX software subscription and support line services from IBM Corporation. The software subscription provides software updates throughout the year for the AIX software and the support line provides problem resolution services. As indicated in Robert Stradling's memo dated April 16, 2008, the AIX software is proprietary to the IBM Corporation and the software subscription and support line services can only be provided by IBM.
Amount: \$86,330.88
Award Date: 05/09/08

Revised 04/04/07

3032196

Gwava Technologies, Inc. - Office of Information Technology
GWAVA Redline Software Product / Support GroupWise

This order is for the purchase and annual support, for one year, of the GWAVA Redline software product that will be used to monitor the mission critical GroupWise messaging system. The Guava Redline software will replace Intellireach, as Intellireach is no longer available.

As indicated in Robert Stradling's memo dated April 16, 2008, the Redline product integrates directly with GroupWise, with no additional modifications or customizations required. The Redline product and support is proprietary to GWAVA.

Amount: \$38,988.00

Award Date: 05/09/08

c:



Revised 04/04/07

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

Misc 1(C)
7/7

TO: [REDACTED] **DATE:** June 10, 2008
Administrative Officer

FROM: [REDACTED] Director *KAD* **COUNCIL MEETING**
Office of Budget & Finance **DATE:** July 7, 2008

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

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

3032430 Baltimore Gas and Electric - Department of Public Works, Construction Contract Relocation / Distribution facilities
This purchase order represents relocation of distribution facilities on 7900 Dundalk Avenue under Capital Improvement Contract 08067 – GXO. BGE owns the distribution facilities and is the only source for this relocation work.
Amount: \$39,261.00
Award Date: 06/09/08

c: [REDACTED]

Revised 04/04/07

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

Misc 1(d)
7/7

TO: [REDACTED] **DATE:** June 12, 2008
Administrative Officer

FROM: [REDACTED] Director *JAD* **COUNCIL MEETING**
Office of Budget & Finance **DATE:** July 7, 2008

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

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

43317 Branch Group Inc., Rexel – Public Works, Bureau of Utilities
SCADA Programming and HMI Software/Maintenance and Support
This order is for maintenance and support for the SCADA system used by the Bureau of Utilities for monitoring and recording pumping stations' operations 24/7.

As indicated in Edward Adams' memo, dated March 11, 2008, the Branch Group, Inc., Rexel is the sole distributor of the Allen Bradley programmable logic controller installed in the SCADA system that employs the Rockwell software. The hardware, software support, and maintenance can only be provided by the Branch Group, Inc., Rexel. Amount: \$27,825.60 (\$9275.20 per year; purchase is now starting a third year and will now exceed \$25,000.00 for the entire maintenance agreement)
Award Date: 06/12/08

C: [REDACTED]

Revised 04/04/07

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2013**

*Issued: June 20, 2013
Work Session: June 25, 2013
Legislative Day No. 12: July 1, 2013*

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



OFFICE OF THE COUNTY AUDITOR

Exhibit 12

BALTIMORE COUNTY COUNCIL

July 1, 2013

NOTES TO THE AGENDA

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**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2013, LEGISLATIVE DAY NO. 12
JULY 1, 2013 6:00 P.M.**

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

- A. MOMENT OF SILENT MEDITATION
PLEDGE OF ALLEGIANCE TO THE FLAG**
- B. APPROVAL OF JOURNAL** - Meeting of June 3, 2013
- C. ENROLLMENT OF BILLS** - 32-12, 33-12, 34-13, 35-13 & 36-13
- D. INTRODUCTION OF BILLS**
- E. CALL OF BILLS FOR FINAL READING AND VOTE**
Bill 37-13 - Mr. Quirk(By Req.) - Personnel Laws of Baltimore County
Bill 38-13 - Mr. Marks - Bicycle Parking in the C.T. District of Towson
Bill 39-13 - Councilmembers Quirk, Marks & Oliver - Public Swimming Pools and Bathing Beaches
- F. APPROVAL OF FISCAL MATTERS/CONTRACTS**
1. Contract - Community Solutions, Inc. - Multisystemic therapy for Baltimore County youth - Health & Human Services
 2. Contract - Skyline Network Engineering, LLC - Design, installation & maintenance - Remote video security systems - OIT
 3. Addendum#2 to Contract - Burdette, Koehler, Murphy & Assoc. - Increased compensation - OBF
 4. Contract - Justice Benefits International - Federal revenue maximization - State Criminal Alien Assistance Program (SCAAP) - Corrections
 5. Contract - Gbemistic Enterprises, Inc. - Personal care, in-home respite and chore services - Aging
 6. Contract - James Riffin - Acquisition of repetitively flooded property/clean-up - Real Estate Compliance
 7. Contract - PNC Bank, National Association - Corporate purchasing card services - OBF
- G. MISCELLANEOUS BUSINESS**
1. Correspondence - (a)(2) - Non-Competitive Awards (April 26, 2013)
(b)(5) - Non-Competitive Awards (May 7, 2013)
(c)(1) - Non-Competitive Awards (May 13, 2013)
 2. Res. 47-13 - Mr. Quirk(By Req.) - Accept a donation - ESP Recreation Council - Fort Howard Park
 3. Res. 48-13 - Mr. Quirk(By Req.) - Endorsement of Application-MD Dept. of Housing & Comm. Dev.-NPVCA
 4. Res. 49-13 - Mr. Quirk(By Req.) - Expansion of Residential Permit Parking Area -Perryvale Road & Jacinth Way
 5. Res. 50-13 - Mr. Marks - Designation of Sustainable Community - Towson Area
 6. Grant Recommendations - FY 2014 Arts & Sciences General Fund Grants
 7. Res. 51-13 - Mr. Marks - Baltimore County Pedestrian and Bicycle Advisory Committee - Bike Sharing Program
 8. Res. 52-13 - Mr. Marks - Property Tax Exemption - DAV - John J. Sommers
 9. Res. 53-13 - Mr. Oliver - Property Tax Exemption - DAV - Monique Kelly
 10. Res. 54-13 - Mr. Oliver - Property Tax Exemption - DAV - Willard L. Clayton

**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2013, LEGISLATIVE DAY NO. 12
JULY 1, 2013 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

GEORGE GAY, DIRECTOR, OFFICE OF HUMAN RESOURCES

1 Bill 37-13 - Mr. Quirk(By Req.) - Personnel Laws of Baltimore County

COUNCIL

3 Bill 38-13 - Mr. Marks - Bicycle Parking in the C.T. District of Towson

4 Bill 39-13 - Councilmembers Quirk, Marks & Oliver - Public Swimming Pools and Bathing Beaches

APPROVAL OF FISCAL MATTERS/CONTRACTS

STEPHANIE HOUSE, DEPARTMENT OF HEALTH AND HUMAN SERVICES

7 1. Contract - Community Solutions, Inc. - Multisystemic therapy for Baltimore County youth - Health & Human Services

ROBERT STRADLING, DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY

10 2. Contract - Skyline Network Engineering, LLC - Design, installation & maintenance - Remote video security systems - OIT

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

15 3. Addendum#2 to Contract - Burdette, Koehler, Murphy & Assoc. - Increased compensation - OBF

19 7. Contract - PNC Bank, National Association - Corporate purchasing card services - OBF

DEBORAH J. RICHARDSON, DEPARTMENT OF CORRECTIONS

23 4. Contract - Justice Benefits International - Federal revenue maximization - State Criminal Alien Assistance Program (SCAAP) - Corrections

LAURA D. RILEY, DEPARTMENT OF AGING

25 5. Contract - Gbemistic Enterprises, Inc. - Personal care, in-home respite and chore services - Aging

AMY GROSSI, REAL ESTATE COMPLIANCE

28 6. Contract - James Riffin - Acquisition of repetitively flooded property/clean-up - Real Estate Compliance

MISCELLANEOUS BUSINESS

COUNCIL

57 1. Correspondence - (a)(2) - Non-Competitive Awards (April 26, 2013)

59 (b)(5) - Non-Competitive Awards (May 7, 2013)

61 (c)(1) - Non-Competitive Awards (May 13, 2013)

30 5. Res. 50-13 - Mr. Marks - Designation of Sustainable Community - Towson Area

33 7. Res. 51-13 - Mr. Marks - Baltimore County Pedestrian and Bicycle Advisory Committee - Bike Sharing Program

8. Res. 52-13 - Mr. Marks - Property Tax Exemption - DAV - John J. Sommers

9. Res. 53-13 - Mr. Oliver - Property Tax Exemption - DAV - Monique Kelly

10. Res. 54-13 - Mr. Oliver - Property Tax Exemption - DAV - Willard L. Clayton

BARRY WILLIAMS, DIRECTOR, DEPARTMENT OF RECREATION AND PARKS

34 2. Res. 47-13 - Mr. Quirk(By Req.) - Accept a donation - ESP Recreation Council - Fort Howard Park

LIZ GLENN, DEPARTMENT OF PLANNING

35 3. Res. 48-13 - Mr. Quirk(By Req.) - Endorsement of Application-MD Dept. of Housing & Comm. Dev.-NPVCA

ED ADAMS, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

38 4. Res. 49-13 - Mr. Quirk(By Req.) - Expansion of Residential Permit Parking Area -Perryvale Road & Jacinth Way

FRONDA COHEN, OFFICE OF COMMUNICATIONS

43 6. Grant Recommendations - FY 2014 Arts & Sciences General Fund Grants

Bill 37-13

Council District(s) All

Mr. Quirk (By Req.)

Office of Human Resources

Personnel Laws of Baltimore County

Bill 37-13 proposes to amend the County Classification and Compensation Plans to establish 1 new and to revise 14 other position classifications.

The Personnel and Salary Advisory Board recommended these changes at its May 8, 2013 meeting. According to the Administration, the costs associated with the changes would be minimal.

The new job classification title is Geographic Information Systems Senior Analyst. According to the Administration, the Office of Information Technology has a need for a senior level analyst to function as a lead worker and to handle very complex programs. This job classification will be assigned to Pay Schedule I at a grade 32.

A change to the title of 12 job classifications is recommended. Five of these new titles reflect the establishment of the Property Management Division within the Office of Budget and Finance last year. Three title changes result from the passage of Senate Bill 450, which renamed the State Board of Environmental Sanitarians to be the State Board of Environmental Health Specialists. Four title changes more accurately reflect the functions of positions in the 911 Center (three) and the Department of Corrections (one).

The pay grade level of two classifications is increased: from grade 7M to 8M for the Deputy Director of Information Technology, and from grade 3M to 4M for the Chief of Purchasing Services. According to the Administration, the Office of Human Resources conducted salary

surveys for both of these titles and found that the salary for comparable job classifications in other jurisdictions is higher than Baltimore County's salary. Therefore, for retention purposes, the bill proposes to increase the pay grade level.

With the affirmative vote of five members of the County Council and signature by the Executive, Bill 37-13 will take effect on July 14, 2013.

Bill 38-13**Council District(s) 5**

Mr. Marks

Bicycle Parking in the C.T. District of Towson

Many jurisdictions across the country have now taken proactive steps to prepare and implement bicycle and pedestrian plans and policies to provide safe and harmonious travel by non-motorized means in cities and towns throughout the United States. A transportation system that includes walking and bicycling enhances health, reduces traffic congestion, promotes economic vitality, and can contribute to improving the quality of life in areas that support non-motorized transportation.

The availability of safe and convenient parking is as critical to bicyclists as it is for motorists, and yet it is frequently overlooked in the design and operation of shops, offices, schools, and other buildings in local cities and towns. Bill 38-13 attempts to integrate bicycle parking into the Towson core by requiring all new construction projects (excluding single-family detached residential) and remodeling projects of over 50% expansion to provide and install bicycle parking in the C.T. (Commercial, Town Center Core) District of Towson.

The minimum number of bicycle spaces to be provided shall be 3% of the total number of off-street parking spaces required by the Zoning Regulations for a particular use. In addition, bicycle parking shall generally be located on the same lot as the principal use, in a manner that prevents damage to bicycles by motor vehicles, in a convenient highly visible and well-lit area, in a manner that does not interfere with pedestrian traffic, and as close to the principal entrance of the building as practical. The bill also requires certain design features, such that the parking racks or facilities shall be permanent fixtures on the property, be consistent with the surroundings in color and design, and be incorporated into buildings or street furniture design.

Finally, the bill does not permit any waiver or variance to the requirements except upon a finding that the bicycle parking rack or other facility cannot be located on the same lot as the principal use; in that event, the parking rack or facility must be located on a property within at least 250 feet of the principal use lot or on publicly owned land by agreement with the property owner.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 38-13 will take effect on July 15, 2013.

Bill 39-13Council District(s) All

Councilmembers Quirk, Marks & Oliver

Public Swimming Pools and Bathing Beaches

Bill 39-13 requires the operator of a public swimming pool or public bathing beach to provide an Automatic External Defibrillator (AED) device on the premises, as well as lifeguards or other individuals on staff trained and certified in the operation and use of an AED.

The bill generally mirrors House Bill 364 (also known as Connor's Law), which was passed by the Maryland General Assembly this year. This state law requires each county or municipality that owns or operates a swimming pool to develop and implement an AED Program that requires that an AED is provided on-site and that an individual trained in the operation and use of the AED is present at each swimming pool. The state law is named for 5-year old Connor Freed, who drowned in June 2006 while at the Crofton Country Club in Anne Arundel County. According to news reports, this young boy died on his way to a hospital while in cardiac arrest. Also noteworthy is that drowning is the leading cause of death among children ages 1 to 4 according to the Center for Disease Control and Prevention, and it is the fifth leading cause of death for people of all ages.

Anne Arundel County passed its local version of "Connor's Law" last year, prior to the state passing House Bill 364. Montgomery and Harford Counties have since passed local legislation similar to Connor's Law.

Baltimore County has implemented a Public Access Defibrillation (PAD) program, known as the "Project Heartbeat" program, which has led to AED devices being installed in public schools and County buildings such as County offices and courthouses, along with training for designated persons for their use in the event of an emergency. Project Heartbeat also aims to place AED devices in public places and to encourage businesses and other organizations to have them on their premises and know how to use them.

Current law regarding health and safety requirements at public swimming pools and bathing beaches in the County Code requires the operator of a public swimming pool or public bathing

beach to provide appropriate facilities for the safety of bathers as required by the Director of Environmental Protection and Sustainability. Bill 39-13 adds the specific requirement of providing AED devices as well as lifeguards or other staff trained and certified in the operation and use of the AED device. Moreover, because the definition in the County Code of a “public swimming pool” and “public bathing beach” also includes any such swimming pool or bathing beach at a private club, Bill 39-13 will not only require AED devices and appropriate training on the devices at public facilities, but will require the devices and training at private swimming pools and private bathing beaches as well.

According to the Department of Recreation Parks, AED devices are already provided at County Parks and Centers, as listed on the attached Exhibit A.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 39-13 will take effect on July 15, 2013.

**AED
UNIT ASSIGNMENTS**

Area	Location	Address
Region 1	Banneker Community Center	27 Main Ave, Catonsville MD 21228
	Bloomsbury Community Center	106 Bloomsbury Ave, Catonsville MD 21228
	Woodlawn Community Center	2120 Gwynn Oak Ave, Woodlawn, MD 21207
	Arbutus Recreation Center	865 Sulphur Spring Rd, Balto MD 21227
	Halethorpe Community Center	1900 Northeast Ave, Halethorpe MD 21227
	Randallstown Community Center	3505 Resource Drive, Randallstown, MD 21133
Region 2	Jacksonville Recreation Center	3605 Sweet Air Rd Phoenix, MD 21131
	Reisterstown Regional Park	401 Mitchell Drive Reisterstown, MD 21136
	Meadowood Regional Park	10650 Falls Rd. Brooklandville, MD 21093
	Northwest Regional Park	4515 Deer Park Road Owings Mills, MD 21117
Region 3	Parkville Community Center	8601 Harford Road Baltimore, MD 21234
	Fullerton Community Center	7209 Belair Road, Baltimore, MD 21206
	Loch Raven Community Center	1801 Glen Keith Blvd., Parkville, MD 21234
	Fullerton Community Building	4400 Fullerton Ave Baltimore, MD 21236
	Mt. Vista Community Building/ Gunpowder Falls	11101 Raphel Road, Kingsville, MD 21087
	Northeast Regional Recreation Center	7501 Oakleigh Rd, Parkville, MD 21234
	Northeast Regional Recreation Center	7501 Oakleigh Rd, Parkville, MD 21234
	Honeygo Regional Center	9033 Honeygo Blvd., Perry Hall, MD 21128
Region 4	Bengies Chase Community Center	11601 Eastern Ave, Baltimore, MD 21220
	Inverness Community Center	8301 Lynch Road, Dundalk, MD 21222
	Back River Community Center	801 Back River Neck Road, Baltimore, MD 21221
	Sollers Point Multi-Purpose Center	323 Sollers Point Road Baltimore, MD 21222
	Stembridge Community Center	99 A Stemmers Run Road Baltimore, MD 21221

Area	Location	Address
Region 4	Victory Villa Community Center	404 Compass Road, Baltimore, MD 21220
(cont.)	Watersedge Community Center	7894 Dundalk Ave., Dundalk, MD 21222
	Dundalk Community Center	120 Trading Place Dundalk, MD 21222
	Southeast Regional Recreation Center	4021 North Point Blvd. Sparrows Pt, MD 21219
Nature Centers	Oregon Ridge Nature Center	13401 Beaver Dam Road, Cockeysville, MD 21030
	Cromwell Valley / Sherwood House	2002 Cromwell Bridge Rd, Baltimore, MD 21234
	Cromwell Valley / Willow Grove Center	2174 Cromwell Bridge Rd., Baltimore, MD 21234
	Marshy Point Nature Center	7201 Marshy Point Road, Chase MD 21220

AED to be scheduled for installation at
Sollers Point

FM-1 (Contract)

Council District(s) All

Department of Health and Human Services

Multisystemic Therapy for Baltimore County Youth

The Administration is requesting approval of a contract with Community Solutions, Inc. to provide counseling and case management services for youth ages 12 to 17 with delinquent behavior resulting in Department of Juvenile Services involvement. The contract commences on July 1, 2013, continues until August 31, 2013, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2014 and will automatically renew for five additional 1-year periods. Compensation for the initial term may not exceed \$633,400. Compensation for the renewal terms is limited to the amount appropriated for these services. Estimated compensation totals \$3,800,400 over the entire 6-year term, including the renewal periods.

Fiscal Summary

Funding Source	Initial Term	Total Compensation	Notes
County	--	--	⁽¹⁾ Maryland Department of Juvenile Services (DJS) funds passed through the Baltimore County Local Management Board (\$500,000) and Maryland Department of Health and Mental Hygiene funds (\$133,400). ⁽²⁾ Maximum compensation for the initial 1-year term. ⁽³⁾ Compensation for the renewal periods is limited to the amount appropriated. Estimated compensation over the entire 6-year term, including the renewal periods, assuming the FY 2014 cost for each renewal year.
State	\$ 633,400 ⁽¹⁾	\$ 3,800,400	
Federal	--	--	
Other	--	--	
Total	<u>\$ 633,400</u> ⁽²⁾	<u>\$ 3,800,400</u> ⁽³⁾	

Analysis

The contractor will provide Multisystemic Therapy (MST) services, which include an intensive home-based intervention for youth and their families that focuses on reducing anti-social

behavior by addressing the various systems that influence behavior and change how the youth function in their natural settings (i.e., home, school and neighborhood). The MST Program targets middle and high school youth (between 12 and 17 years of age) who may have committed an illegal act, resulting in Department of Juvenile Services involvement. The goals of the Program include improvement of family relations and prevention of out-of-home placements, recidivism, and disruptive school behavior. MST services (e.g., improving parenting practices, school/vocational performance) are provided for an average of 4 months (approximately 60 hours of direct contact) per youth/family. The Department advised that the average cost to serve a youth/family in the MST Program is \$10,216.

The Department of Juvenile Services and the Baltimore County Department of Social Services will refer youth to the MST Program. A project manager will determine eligibility and priority for service and will forward eligible referrals to the contractor as space permits. The Department anticipates that the Program will serve 60 youth and their families annually.

In accordance with the contract, the Department of Health's Bureau of Behavioral Health will maintain oversight of the program and may conduct file reviews of the program and call for meetings with the contractor to monitor program services and contract compliance, as deemed necessary.

The contract commences on July 1, 2013, continues until August 31, 2013, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2014 and will automatically renew for five additional 1-year periods, on the same terms and conditions, unless the County provides notice of non-renewal. Compensation for the initial term may not exceed \$633,400. Compensation for the renewal terms is limited to the amount appropriated. Estimated compensation totals \$3,800,400 over the entire 6-year term, including the renewal periods, assuming the FY 2014 cost for each renewal year. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on experience and qualifications from three proposals received.

On October 15, 2007, the Council approved a 5-year and 8½-month contract with Community Solutions Inc. for similar services. The Department estimates expenditures under this contract will total approximately \$3,133,400.

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....”

FM-2 (Contract)

Council District(s) All

Office of Information Technology

Design, Installation & Maintenance – Remote Video Security Systems

The Administration is requesting approval of a contract with Skyline Network Engineering, LLC to provide on-call design, installation, maintenance, and repair services for remote video and building security systems. The contract commenced March 1, 2013, will continue until July 31, 2013, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through February 22, 2014 and will automatically renew for one additional 1-year period, with an option to extend the initial term or the renewal term an additional 90 days. Compensation may not exceed \$1.8 million for the entire approximate 2-year and 3-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,800,000	⁽¹⁾ General Fund Operating Budget and Capital Projects Fund - Enhanced Productivity Thru Technology Project.
State	--	
Federal	--	⁽²⁾ Maximum compensation for the entire approximate 2-year and 3-month term, including the renewal and extension periods.
Other	--	
Total	\$ 1,800,000 ⁽²⁾	

Analysis

Skyline Network Engineering, LLC will provide on-call design, installation, maintenance, and repair services for remote video and building security systems. The Office advised that video and building security systems are in use at numerous locations throughout the County, including police precincts, the County Courts Building, the Historic Courthouse, the County Office Building, the Jefferson Building, the Agricultural Center, and several parks. The Office further

advised that the existing video security technology is on the verge of becoming obsolete; the contractor will upgrade the security systems to include features such as facial recognition capabilities. The contractor will also engineer, install, and maintain an enterprise media streaming environment, allowing the County to tap into BCPS' video security systems to enable the Police Department and BCPS to view security footage from local or remote locations. Hourly rates (both regular and overtime) for new systems and augmented system designs are \$60 per hour for engineering and \$64 per hour for installation; the hourly rate is \$74 for equipment maintenance and repair. The County will receive a 22% discount off the manufacturer's list price for hardware, software, and equipment purchased from the contractor.

The contract commenced March 1, 2013, will continue until July 31, 2013, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through February 22, 2014 and will automatically renew for one additional 1-year period, unless the County provides notice of non-renewal. The County may further extend the contract at the end of the initial term or the renewal term an additional 90 days on the same terms and conditions. Compensation may not exceed \$1.8 million for the entire approximate 2-year and 3-month term, including the renewal and extension periods.

Prior to the commencement of the renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – Washington-Baltimore, DC-MD-VA-WV – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded as a piggyback of an existing competitively bid Anne Arundel County contract awarded on February 23, 2010 based on qualifications and experience.

On September 2, 2008 the Council approved a 3½-year contract not to exceed \$3 million with this contractor for technical services to assist with maintaining and expanding the County's computer network. The contract was awarded as a piggyback to a competitively bid Carroll County contract. Carroll County extended its contract through February 28, 2013; the Office advised that Baltimore County extended its contract through the same date. The Office further advised that \$1,975,540 was expended under this contract, including expenditures for installations, augmentations, and repairs of the County's video security systems.

The Office advised that since March 1, 2013, no funds have been expended to the contractor and no expenses have been incurred for services related to video security systems.

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....”

Summary - This fiscal matter is a contract with Skyline Network Engineering, LLC for the installation, maintenance, and repair of the County's video security and building security network that will result in a new Master Agreement. The County's existing video and building security network is part of the County's overall high-speed network infrastructure, and was supported and maintained by Skyline Network Engineering under an existing contract with them that expired on February 28, 2013.

History – On October 11, 2006, Carroll County issued Request for Proposal (RFP) 49-F-1-06107 for Project Management and Network Operations Management Services. That RFP and its responses resulted in Carroll County entering into a services agreement with Skyline Network Engineering, LLC dated March 8, 2007. Under the cooperative purchasing guidelines, Baltimore County piggybacked that agreement effective September 2, 2008 through March 8, 2009 with three additional one-year renewals, and subsequently issued Master Agreement #1106. On January 8, 2012, Carroll County issued an extension to their contract effective March 1, 2012 through February 28, 2013. As a result Baltimore County extended its agreement to the same dates. The County has been using this contract to perform installations, augmentation, and repair of its video and building security network.

The pending expiration of the Carroll County contract, with no additional renewals available, effectively left Baltimore County with no contract vehicle to support the high-speed network infrastructure that includes the current, and any projected video and building security network hardware and equipment.

There are several new video security initiatives planned for this year and future years, including the initial phase of a long-term plan to improve school safety and security in Baltimore County. *(For additional detail, please see Attachment 1).*

The requirements of the video security portion of the school security initiative will require:

- Installation and configuration of 109 NVR's (Network Video Recorder) for BCPS CCTV phase 1
- Installation of 330 to 440 fixed and PTZ (Pan, Tilt, Zoom) IP (Internet Protocol) cameras at 109 elementary schools
- Installation of 109 network switches in elementary schools to support new CCTV system
- Installation of 218 monitors in 109 elementary school administrative offices
- Configuration of NVR and IP cameras to stream high definition video to recorders and lower mpeg4 video stream for central monitoring thru web portal(s)
- Maintenance of system and cameras renewed on annual basis

On December 4, 2009, Anne Arundel County issued RFP 09-106R with a specific Scope of Work for video security systems *(For additional detail, please see Attachment 2)*. That RFP and its responses resulted in Anne Arundel County entering into a services agreement with Skyline Network Engineering, LLC dated February 23, 2010. Under the cooperative purchase guidelines Baltimore County intends to piggyback the Anne Arundel County agreement, pending approval from the County Council.

The new agreement is on the Council agenda for July 1, 2013. In order to allow for emergency purchases between the expiration of the existing agreement and the execution of the new agreement, the initial term is retroactive to March 1, 2013 and will end July 31, 2013, unless the Council approves the agreement. During that time expenditures cannot exceed \$25,000 *(For additional detail, please see Attachment 3)*.

In the event the Council approves the new agreement the initial term will continue through February 22, 2014. The County has the option for an additional one-year renewal to February 22, 2015. Should the Council fail to approve the agreement no expenditures will occur after July 31, 2013.

Prepared by: Office of Information Technology

Purpose – The scope ^{of} this agreement will include design, labor and installation, construction, troubleshooting and repair of new and existing video and building security systems. The agreement also provides for approved hardware, software and equipment at a percentage off list cost. This will provide the County with a procurement vehicle that will address new security systems, augmentation of existing systems and ongoing repair and maintenance of all systems. Skyline Network Engineering is a known entity in the County and we have established and maintained an excellent working relationship, especially in the area of video and building security.

Baltimore County has a significant investment in its current video and building security systems. These systems are in use at numerous locations throughout the County. *(For additional detail, please see Attachment 4)* This technology is on the verge of becoming obsolete. New advances in IP Cameras and NVR recording technology can now produce clear, color images over a wired or wireless network. This type of video security system can include numerous features not available with Baltimore County Government's (BCG) existing systems, including video analytics, facial recognition, and full integration with access control systems.

The current and future needs of a unified enterprise video and building security system in BCG include:

- Upgrade of the County's analog DVR systems and cameras located in County office buildings, Courthouses and Public Safety facilities with the installation and configuration of NVR's and IP cameras
- Additional technology improvements to more fully integrate physical building security, access control and video security to create a unified security network within BCG
- Net new installs of NVR systems and IP cameras for new and renovated construction of County facilities
- Annual support and maintenance of all BCG video security systems including any hardware, software and cameras

Protecting the safety and security of County employees as well as the public is imperative. By creating a service and support agreement with Skyline Network Engineering LLC, the County can provide this protection as well as protect its investment in the existing video security and access control network. Additionally, as security needs arise in the County, either for new construction or repairs to existing systems, the proposed agreement will allow for an experienced and prompt response at any County facility. Finally, upgrading the aging systems to industry standard systems will result in more accurate imaging, which in turn will enhance public safety both inside and outside of County facilities. In today's environment of heightened security awareness, this is a critical consideration.

Fiscal Impact – The initial term prior to Council approval is limited to \$25,000 as detailed above. Upon Council approval, the remaining initial term and the subsequent one-year renewal have a combined, contract compensation cap of \$1,800,000. This amount is based on the estimated costs to upgrade and support the County's existing and proposed new video security network of \$500,000, and the estimated costs to engineer, install and support the County's share of video security for the school safety and security initiative of \$1,000,000. The not to exceed amount includes a contingency of \$300,000 which equates to 20% of the total anticipated spend amount.

Prepared by: Office of Information Technology

FM-3 (Contract Addendum)

Council District(s) All

Office of Budget and Finance

Increased Compensation

The Administration is requesting a second addendum to a contract with Burdette, Koehler, Murphy & Associates, Inc. to provide additional on-call mechanical, electrical, and plumbing engineering services for various County buildings on an as-needed basis. This addendum extends the contract through the date upon which the contractor will have completed the electrical services upgrade to the County Courts Building and increases the maximum compensation of the contract by \$250,000, from \$750,000 to \$1 million, over the entire term of the contract. The Office expects services to be completed by May 2016. See Exhibit A.

Fiscal Summary

Funding Source	Contract Addendum	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 250,000	\$ 750,000	\$ 1,000,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 250,000</u>	<u>\$ 750,000</u>	<u>\$ 1,000,000</u>

⁽¹⁾ Capital Projects Fund.

⁽²⁾ Maximum compensation for the entire term of the contract (estimated at 8 years and 8 months).

Analysis

The contractor provides on-call mechanical, electrical, and plumbing engineering services, including consultation, reports, feasibility studies, sketches, schematic design, design development, contract documents, cost estimates, construction administration, and other

assistance on various projects for County buildings. This addendum is necessary to provide additional engineering services (design, bid, and construction administration) related to the electrical upgrade project for the County Courts Building. The Office advised that the project involves two phases, including providing 14 air-conditioned information technology (IT) equipment closets with an air conditioning system that is independent of the building's central air conditioning system (Phase I); and upgrading the main electrical distribution equipment in the 14 equipment rooms (Phase II). The Office also advised that the construction of the relocated 911 Center in the County Courts Building and the design of replacement air conditioning chillers have resulted in the need to update the design of the electrical service for Phase II.

The proposed second addendum increases the maximum compensation of the contract by \$250,000, from \$750,000 to \$1 million, and extends the contract through the date upon which the contractor will have completed the electrical services upgrade to the County Courts Building. The Office expects services to be completed by May 2016. The addendum also incorporates the contractor's supplemental proposal for the additional work. All other terms and conditions remain unchanged.

Services will be performed at the engineer's cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits. The additional funding for this contract will not be encumbered at this time. Rather, contract costs will be charged to specific project tasks as they are assigned. The County may terminate the agreement by providing 30 days prior written notice.

On September 17, 2007, the Council approved the original contract totaling \$750,000 for 2 years with two 1-year renewals. On June 17, 2011, the Administrative Officer approved the first addendum, adding two more 1-year renewal periods, extending the term to September 16, 2013. The Office advised that as of June 5, 2013, expenditures and encumbrances for this contract totaled \$743,757.

The contractor was selected by the Professional Services Selection Committee (PSSC) on March 5, 2007 from 11 consultants based on experience and qualifications.

The Office advised that three other contractors are currently providing similar on-call mechanical, electrical, and plumbing engineering services for various County buildings as follows:

<u>Contractor</u>	<u>Council Approval Date</u>	<u>Contract Total</u>	<u>Expenditures/ Encumbrances as of June 2013</u>	<u>Balance</u>	<u>Contract Expiration Date</u>
Henry Adams, LLC	9/17/07	\$ 749,752	\$ 548,787	\$ 200,965	9/16/13 ⁽¹⁾
Kibart, Inc.	8/3/09	750,000	332,088	417,912	8/2/15 ⁽²⁾
Spears/Votta & Associates, Inc.	2/1/10	750,000	197,197	552,803	1/31/14 ⁽³⁾
Total		<u>\$ 2,249,752</u>	<u>\$ 1,078,072</u>	<u>\$1,171,680</u>	

- ⁽¹⁾ The Office advised that the Administrative Officer approved an addendum to the contract, effective May 4, 2011, to extend the term until September 16, 2013.
- ⁽²⁾ The Office advised that the Administrative Officer approved an addendum to the contract, effective June 7, 2013, to extend the term until August 2, 2015.
- ⁽³⁾ The Office advised that the Department of Public Works will request Council approval for an addendum increasing the maximum compensation and extending the term of the contract.

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 SHEET
On-Call Engineering Services Agreement
Job Order – Established for Each Job

THE PROJECT SCOPE

Burdette, Koehler, Murphy & Associates, Inc. was selected by the Professional Services Selection Committee on March 5, 2007 to furnish professional mechanical, electrical and plumbing engineering services to provide consultation reports, feasibility studies, sketches, schematic design, design development, contract documents, cost estimates, construction administration, and other assistance on various projects on County Buildings. Funding for this on-call agreement needs to be increased and the term extended for the completion of the Courts Building Electric Service Upgrade project. The total original funding of \$750,000.00 was not initially encumbered under a single job but will be established for each assigned task.

THE CONSULTANT

Burdette, Koehler, Murphy & Associates, Inc. was selected by the Professional Services Selection Committee on March 5, 2007.

THE AGREEMENT

SCOPE: Provide on-call mechanical, electrical and plumbing engineering services for consultant reports, feasibility studies, sketches, schematic design, design development, construction documents, cost estimates, construction administration, and other assistance on various projects in County Buildings on an as-required basis.

Original Agreement

TOTAL: \$750,000.00 upset limit

THIS ADDENDUM

SCOPE: Provide on-call mechanical, electrical and plumbing engineering services necessary to complete the design, bid and construction administration phases of the Courts Building Electric Service Upgrade project.

	<u>This Addendum</u>	<u>Total Agreement</u>
TOTAL	\$250,000.00	\$1,000,000.00

Prepared by: Department of Public Works

FM-7 (Contract)

Council District(s) All

Office of Budget and Finance

Corporate Purchasing Card Services

The Administration is requesting approval of a contract with PNC Bank, National Association to provide corporate purchasing card services ("P-cards") for the County. The contract commences when executed by the County, continues for five years, and will automatically renew for three additional 1-year periods. Compensation will be paid in accordance with a fee schedule (e.g., fees for late payments, customized P-card designs); however, the Office advised that it does not anticipate incurring any such fees. See Exhibit A.

Fiscal Summary

Costs will be incurred in accordance with a fee schedule (e.g., fees for late payments, customized P-card designs); however, the Office advised that it does not anticipate incurring any such fees. The County will receive a rebate from the contractor based upon the aggregate total dollar volume of P-card activity on a yearly basis; the rebate is estimated to total approximately \$133,000 in FY 2014, assuming the same FY 2013 level of spending.

Analysis

The contractor will provide corporate purchasing card services ("P-cards") for the County. P-cards enable designated County employees to purchase goods and services within single transaction limits of \$1,000; in addition, a small group of employees is authorized to make purchases of up to \$2,500 per transaction. Buyers within the Office's Purchasing Division are authorized to charge individual purchases of up to \$10,000, and there is a group of cardholders who are authorized to make travel arrangements (exclusive of hotel reservations), for which transaction limits vary.

In addition to issuing the P-cards and providing customer support, the contractor will create specific vendor ("ghost") accounts (i.e., single vendor accounts that can be used by multiple employees) to facilitate office supply purchases in conjunction with the County's office supply contracts; provide an internet-based system for card management (e.g., set up new accounts, modify existing accounts, request replacement cards) and for creating reports; provide itemized billing statements; conduct start-up training with written training materials; and manage the transition from the County's current P-card provider. The County's total P-card credit limit will be \$7.5 million. The Office advised that as of June 14, 2013, the County has approximately 900 active P-card accounts and approximately 250 "ghost" accounts; the Office expects the number of accounts to remain constant under the new contract. The Office advised that it expects to implement the new P-cards in August 2013, following the training of agency P-card coordinators in July 2013.

The contract commences when executed by the County, continues for five years, and will automatically renew for three additional 1-year periods, unless the County provides notice of non-renewal. The contractor will be paid in accordance with a fee schedule. The corporate account late fee is 1% of the outstanding balance at 30 days past the next statement cycle close date; the cash advance transaction fee is the greater of \$3 or 3% per advance; the foreign exchange fee is the exchange rate +1%; web services fees are billed at cost based on the number of development hours required; and customized card design fees are determined on an individual basis. The Office advised that it does not anticipate incurring any such fees and will continue its practice of making electronic payments to avoid late fees. The Office further advised that the County will not utilize cash advances, customized card designs, or customized web services and that the County rarely makes purchases from foreign vendors. The County may terminate the agreement by providing 120 days prior written notice.

The County will receive a rebate from the contractor based upon the aggregate total dollar volume of P-card activity on a yearly basis; the amount of the rebate (1.3% to 1.7% of the annual transaction amount) increases as P-card spending increases. The Office further advised that under the proposed contract, the County is projected to receive a higher annual rebate than the rebate offered by the current contractor (US Bank), which is based on the aggregate dollar volume of P-card activity as well as the length of time the County utilizes to remit monthly payments. The Office advised that the County expects to receive an FY 2013 rebate of \$56,500 from the current contractor based on an anticipated annual spend of \$8,861,455; using the same annual spend amount, the County would receive an annual rebate of \$132,922 (1.5% of the annual transaction amount) from the proposed contractor.

The Office advised that the contract was awarded through a competitive procurement process based on qualifications and experience from 6 proposals received.

The County has contracted with US Bank for corporate purchasing card services under two successive contracts (1997-2002; 2002-present), both of which were piggybacked on Howard County procurements. The Office advised that aside from remitting payments for P-card purchases, the County has not incurred any P-card costs since FY 2004.

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

Corporate Purchasing Card Services

Request for Proposal No. P-096

The scope of services under this contract is to allow designated individuals to purchase goods and services within established spending limits using a procurement card (P-card). The County previously contracted with USbank in 1997, which was a piggyback of a competitively bid contract issued by Howard County Government. The Office of Budget and Finance thought it would be in the best interests of the County to explore other options with the hope of improving our current program.

A Request for Proposal (RFP) was let through the competitive process, for which six responses were received. The bids were evaluated based on experience, the rebate offered, reports, and the provider's online program management tool. After the initial evaluation, a short list was established, which included: PNC Bank NA; JP Morgan Chase Bank, NA; SunTrust and Bank of America National Association, NA.

Oral discussions and interviews were conducted with the short-listed vendors. More in-depth demonstrations were provided of each bank's online program management tools and reports. After a careful review of the tools, reports and rebate, the committee agreed that PNC was the successful bidder. The County confirmed that the successful bidder could provide the required reports, which include (but are not limited to): Cardholder/Account reports, Transaction reports, 1099 Reports, and MBE/WBE reports to allow us to identify merchants that are classified, through Visa, as a minority- or woman-owned business. In addition, the successful bidder must have a robust tool to allow the Program Administrator to create and manage accounts, create reports with ease, and provide tools to reduce the program's dependency on paper. If the annual spend remained the same as the current program, the County's rebate will be nearly double.

The agreement was awarded as a result of the competitive procurement process (RFP) based on the best value to the County, as noted above. The Initial Term will begin when executed by the County and shall continue for five (5) years, at which time the County may exercise its option to renew. Baltimore County reserves the right to renew the Agreement for an additional three (3) one-year renewal terms. Baltimore County will receive a rebate based upon the aggregate total dollar volume of the Procurement Card Program activity on a yearly basis.

FM-4 (Contract)

Council District(s) All

Department of Corrections

Federal Revenue Maximization – State Criminal Alien Assistance Program

The Administration is requesting approval of a contract with Unificare Ltd. d/b/a Justice Benefits, Inc. (JBI) to assist the County in maximizing federal revenue to which the County is entitled for the incarceration of certain individuals with no reported or documented claim to U.S. citizenship. The contract commences upon Council approval, continues for 1 year, and will automatically renew for five additional 1-year periods. The contract does not specify a maximum compensation amount for the initial or the entire term. Estimated compensation totals \$20,000 for the initial 1-year term and \$120,000 over the entire 6-year term.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County	\$ 20,000	\$ 120,000
State	--	--
Federal	--	--
Other	--	--
Total	<u>\$ 20,000</u> ⁽¹⁾	<u>\$ 120,000</u> ⁽²⁾

⁽¹⁾ Estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation amount for the initial 1-year term.

⁽²⁾ Estimated compensation for the entire 6-year term. The contract does not specify a maximum compensation amount for the entire 6-year term.

Analysis

The County’s Department of Corrections participates in the State Criminal Alien Assistance Program (SCAAP), which provides federal funding to assist local governments with the costs to incarcerate certain undocumented aliens (i.e., those who have been convicted of a felony or

two misdemeanors and have been incarcerated for a minimum of four consecutive days). SCAAP payment amounts are determined using data about inmates, cost per inmate, and other facility information on a fiscal-year basis. The contractor, who specializes in federal revenue maximization for state and local government entities, will collect the inmate data, determine eligible inmates, cost per inmate, and complete other tasks as necessary to file claims for SCAAP funds on behalf of the County.

The contract commences upon Council approval, continues for 1 year, and will automatically renew for five additional 1-year periods unless the County provides notice of non-renewal. The contract does not specify a maximum compensation amount for the initial or the entire contract term. Estimated compensation totals \$20,000 for the initial 1-year term and \$120,000 over the entire 6-year term.

The contract is on a “no risk” contingency fee basis and the contractor is only paid after claims have been reimbursed to the County by the federal government. Specifically, the County will pay the contractor at the rate of 18% of all revenues received by the County that are generated by the contractor’s efforts. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process. The Department advised that JBI was the only contractor to respond to the bid.

On March 19, 2007, the Council approved a similar 6-year contract with JBI that expired on March 18, 2013. The Department advised that the County has not incurred any related costs since expiration of the contract. Prior to that period, JBI provided these services under an 8-month contract that was approved by the Council on June 19, 2006. The Department advised that since contracting with JBI in 2006, a total of \$594,359 in SCAAP funding revenue has been generated for the County, of which \$108,008 in commission has been paid to JBI (22% commission in FY 2006 and 18% thereafter).

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....”

FM-5 (Contract)

Council District(s) All

Department of Aging

Personal Care, In-Home Respite and Chore Services

The Administration is requesting approval of a contract with Gbemistic Enterprises, Inc. to provide home health care, in-home respite care, and chore services (e.g., cleaning, meal preparation, etc.) to frail, ill, or disabled elderly persons (65 years or older) with low- or moderate-income levels. The contract commences July 1, 2013, continues for 1 year, and may be renewed for four additional 1-year periods. On June 3, 2013, the Council approved 37 contracts for similar services which commence July 1, 2013. Compensation for all contractors is limited to the amount appropriated. Estimated compensation for all contractors providing these services totals \$876,064 for FY 2014 and \$4,380,320 for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Combined Total Compensation
County	--	--
State ⁽¹⁾	\$ 876,064	\$ 4,380,320
Federal	--	--
Other	--	--
Total	<u>\$ 876,064 ⁽²⁾</u>	<u>\$ 4,380,320 ⁽³⁾</u>

⁽¹⁾ Maryland Department of Aging funds.

⁽²⁾ Compensation for all contractors is limited in the aggregate to the amount appropriated, which totals \$876,064 for FY 2014.

⁽³⁾ Estimated compensation for all contractors over the entire 5-year term, including the renewal periods, assuming the FY 2014 estimated cost for each renewal year.

Analysis

Gbemistic Enterprises, Inc. will provide home health care, in-home respite care, and chore services to low- and moderate-income, homebound Baltimore County seniors (age 65+) to avoid nursing home placement. The Department advised that these seniors lack sufficient resources to acquire these services and are not eligible for Medical Assistance or other assistance programs. Case managers from the Departments of Aging, Health and/or Social Services will assess senior care needs, prepare a care plan, select vendors to provide services, and monitor the care received. Hourly rates for services range from \$18.00 to \$35.00, depending on the type of service and include travel costs and nursing supervision. The Department expects 175 to 200 clients to be served in FY 2014.

The contract commences July 1, 2013, continues for 1 year, and may be renewed for four additional 1-year periods on the same terms and conditions. On June 3, 2013, the Council approved 37 contracts for similar services, which commence July 1, 2013. Compensation for all contractors is limited to the amount appropriated, which totals \$876,064 for FY 2014. Estimated compensation for all contractors totals \$4,380,320 over the entire 5-year term, including the renewal periods, assuming the FY 2014 estimated cost for each renewal year. Either party may terminate the agreement by providing 30 days prior written notice. The contract is subject to the availability of state funds and to termination by the County in the event of a reduction in funding.

Contracts for these services were awarded on a non-competitive basis to all qualified contractors who responded to the Department's request for proposal.

On June 2, 2008, the Council approved 25 contracts for similar services. The Department advised that as of April 30, 2013, expenditures under these contracts totaled \$4,252,050.

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

CONTRACT FOR IN-HOME SERVICES FOR THE SENIOR CARE PROGRAM Fiscal Year 2014

List All Contracts in Bold in Alphabetical Order below:

Gbemistic Enterprises, Inc.

The Department of Aging is requesting approval of In-Home Services contracts for fiscal year 2014 within the Senior Care Program. These contracts provide personal care, in-home respite care and chore services to low and moderate income, homebound senior citizens (i.e., 65 years-of-age or older) to avoid nursing home placement. These citizens lack sufficient resources to acquire these services, and are not eligible for Medical Assistance or other assistance programs. Case managers from the Departments of Aging and Health and Human Services assess the senior clients' needs, prepare care plans, select vendors to provide services and monitor the care received.

The Department expects that 175 clients will be served in FY 2013. The estimated costs for all contracts are based on the estimated number of clients, anticipated services and contracted pay rates. Due to the inability to predetermine which contracts would exceed \$25,000, our department is submitting 1 provider of service for County Council approval on July 01, 2013.

This original contract is for one year with an option to renew for four (4) one-year renewal periods under the same terms and conditions and at the same rates, assuming State funds are still available. These contractors are home care providers licensed by the State of Maryland Department of Health and Mental Hygiene.

/krc 05/09/2013

FM-6 (Contract)

Council District(s) 3

Department of Permits, Approvals and Inspections

Acquisition of Repetitively Flooded Property/Clean-Up

The Administration is requesting approval of a contract totaling \$453,663 to acquire an approximate 2.0-acre repetitively-flooded property, to demolish its structures, and to remove impervious surface to mitigate future flooding. The property, located at 10919 York Road in Cockeysville, is owned by James Riffin, who has filed bankruptcy and included this property in the list of assets of the bankruptcy estate. The property is primarily zoned ML-IM (Manufacturing Light – Industrial Major) with a minimal rear area of the property zoned DR 3.5 (Density Residential – 3.5 dwelling units/acre).

Fiscal Summary

Funding Source	Purchase Price	Notes
County	--	⁽¹⁾ U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) funds passed through the Maryland Emergency Management Agency (MEMA).
State	--	
Federal ⁽¹⁾	\$ 453,663	
Other	--	
Total	<u>\$ 453,663</u>	

Analysis

On January 22, 2013, the Council approved Bill 77-12, a supplemental appropriation of federal funds totaling \$3,420,000, to reimburse the County for direct costs incurred for participation in the Cockeysville Property Acquisition and Demolition Project. This project involves the acquisition and demolition of five repetitively-flooded structures and one parking lot located along Beaver Run Lane and York Road in Cockeysville that have experienced severe flooding during recent storm events; the area has a long history of flooding from Beaver Dam Run. The

Department advised that six acquisitions are needed for this project, all of which require Council approval; this acquisition is the first.

Lipman Frizzell & Mitchell LLC completed an appraisal of the property on January 4, 2013, recommending a value of \$750,000; FEMA staff reviewed and concurred with this appraisal. A negotiated settlement amount of \$453,663 was reached.

The Department of Permits, Approvals and Inspections – Real Estate Compliance Division advised that this acquisition is governed by FEMA policy and grant requirements. The grant requires a 25% match for all project costs. This match is being met in this instance by adding the project costs (e.g., survey, demolition, and environmental requirements) to the appraised value and subtracting 25% of that total. The Department further advised that both the appraisal and the project costs were reviewed and approved by FEMA and MEMA.

The property to be acquired consists of approximately 2.0 acres located on the east side of York Road, north of Sherwood Road. The property is improved with a five-story former distilling warehouse, originally constructed as the Cockeyville Distilling Company. The appraiser's report indicated the upper four floors are considered to be unusable with a large portion of the northern wall collapsed. Beaver Dam Run traverses the property.

Estimated project costs total \$4,560,000, including the 25% matching requirement of total project costs. However, the Department advised that it is unlikely that the County will acquire all six properties, since at this point not all the property owners have expressed an interest in participating in the project, which is voluntary.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000.

MB-5 (Res. 50-13)

Council District(s) 5

Mr. Marks

Designation of Sustainable Community – Towson Area

Resolution 50-13 expresses the support of the County for the designation of the Towson area as a Sustainable Community.

The resolution endorses the Towson area’s designation as a Sustainable Community and adopts a Sustainable Community Plan. A copy of the resolution and its attachment (a map of the boundary of the proposed Towson Sustainable Community - Exhibit A) is to be submitted to the Secretary of the State Department of Housing and Community Development (DHCD) for consideration.

In 2010, the Maryland General Assembly adopted the Sustainable Communities Act (Chapter 487 – Title 6, Subtitle 2, Housing and Community Development Article). This state law is intended to phase out previously designated Community Legacy Areas and Designated Neighborhoods. These designations were established to provide funding through DHCD and other agencies. Baltimore County has utilized this funding source numerous times to help stabilize and revitalize different areas of the County.

Under the state law, new areas, called Sustainable Community Areas, are to be established through an application process with DHCD. Sustainable Community Areas are defined as places where public and private investments and partnerships achieve the following: development of a healthy local economy; protection and appreciation of historical and cultural resources; a mix of land uses; affordable and sustainable housing; employment options; and growth that protects the environment, encourages walkability and recreational opportunities, and creates access to transit.

DHCD’s next application deadline for Sustainable Community Designations is June 26, 2013. A resolution from the County is required as part of the application. The resolutions can be in process at the time of the application submittal.

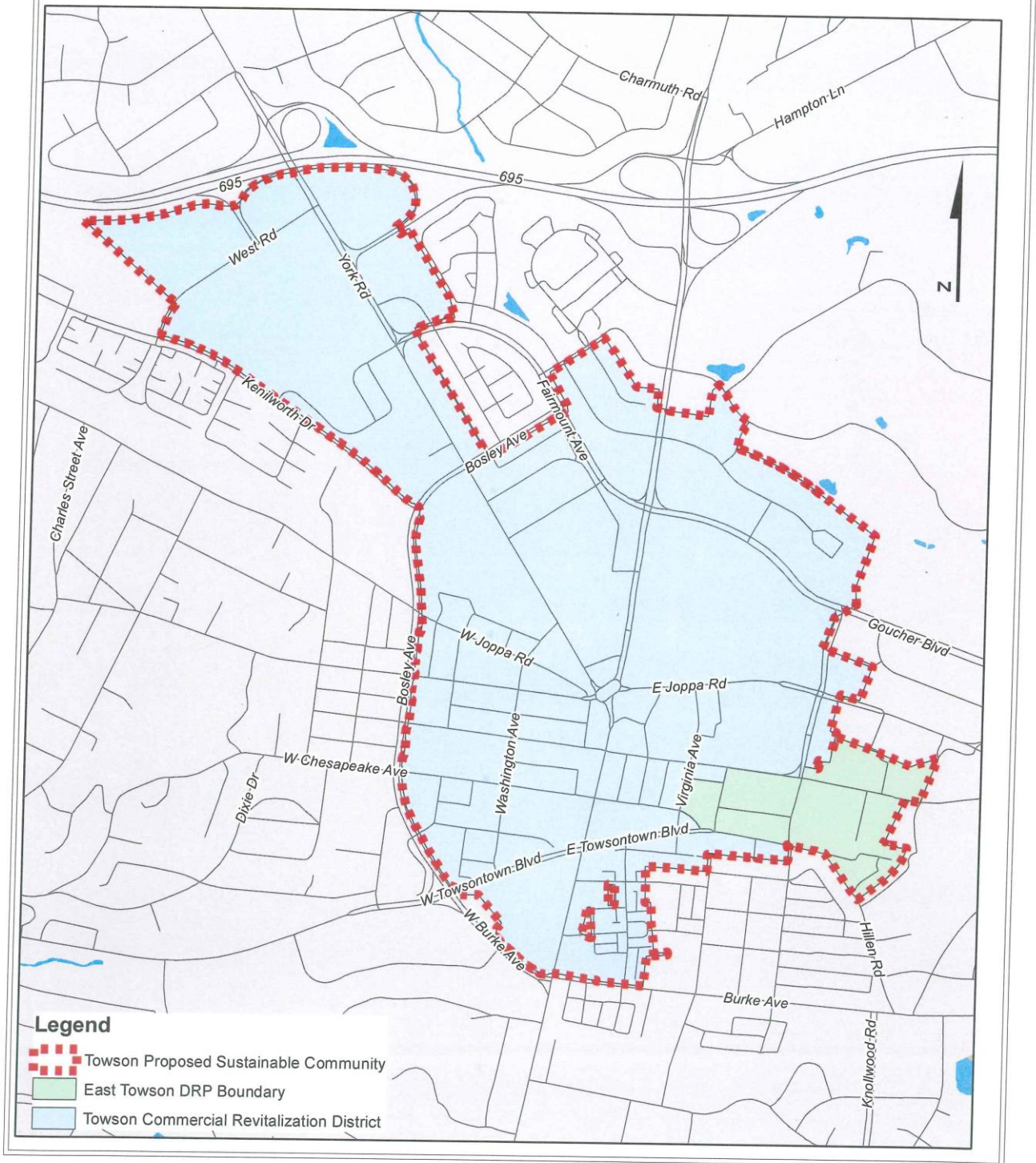
Receiving the designation of a Maryland Sustainable Community will allow the County to apply for funding from a variety of programs administered by the state. The designation will strengthen the County’s eligibility for certain funding programs. Generally, no formal match is required.

According to the Administration, the key funding programs that can be accessed through a Sustainable Community (SC) designation include:

Program	Match
Community Legacy Grant (flexible program to support revitalization)	Not required, but a match helps competitiveness.
Strategic Demolition and Smart Growth Impact Project	No match required. Supports predevelopment work. Leverages private or public investment via development.
MDOT Sidewalk Retrofit Program (applies to state roads)	No match required for SC area.
Maryland Bikeways Program	20-30%, variable match; if under \$100,000, then no match.
MDOT Community Safety and Enhancement Program (Streetscapes)	No formal match required. Local jurisdiction water & sewer infrastructure well maintained in project area.
Neighborhood Business Works	Loan program to provide gap financing.
DBED Job Creation Tax Credit	Up to \$1,500 credit per job created SC.

This resolution shall take effect from the date of its passage by the County Council.

Sustainable Communities - Towson Proposed Boundary



MB-7 (Res. 51-13)**Council District(s) All**

Mr. Marks

Bike Sharing Program

Resolution 51-13 requests the Baltimore County Pedestrian and Bicycle Advisory Committee to investigate the feasibility of establishing a bike sharing program in the County and to report its findings and recommendations to the Council by October 1, 2013.

The County Council created the Baltimore County Pedestrian and Bicycle Advisory Committee in 2011, and part of the Committee's responsibility is to develop and recommend sustainable transportation protocols for walking, bicycling, and transit use.

The resolution recites the fact that many communities have implemented bike sharing programs in order to provide free or affordable access to bicycles for short-distance trips in densely populated areas as an alternative to motorized public transport or private vehicles, thereby reducing traffic congestion, noise, and air pollution, and that a bike sharing program, whether privately operated, or in the form of a public-private partnership, can also provide greater convenience and affordability than bike ownership, overcome barriers to using a bike in urban areas, such as theft and storage, generate revenue for government and private companies, create new jobs, and introduce new audiences to bicycling.

MB-2 (Res. 47-13) Donation

Council District(s) 7

Mr. Quirk (By Req.)

Department of Recreation and Parks

Accept a Donation – Edgemere-Sparrows Point Recreation Council – Fort Howard Park

This resolution authorizes the County to accept the donation of private funds totaling \$5,805 from the Edgemere-Sparrows Point Recreation Council to be used for the purchase and installation of security gating at the Garrison and Dungeon buildings at Fort Howard Park. Specifically, the funds will be used to purchase and install four hinged-bar grille doors (three at the Garrison building and one at the Dungeon building) and five stationary-bar grille window guards (four at the Garrison building and one at the Dungeon building) to increase security for the two buildings. The Department advised that the project will be scheduled upon Council approval of the donation.

No additional costs are anticipated and no County matching funds are required to receive the donation authorized by this resolution. Funding for the project is appropriated in the Capital Budget.

Baltimore County Charter, Section 306, vests in the County Council the power to accept gifts.

This resolution shall take effect from the date of its enactment.

MB-3 (Res. 48-13)**Council District(s) 7**

Mr. Quirk (By Req.)

Department of Planning

Endorsement of Application – MD Dept. of Housing & Comm. Dev. – NPVCA

The Administration is requesting the endorsement of an application for the nonprofit North Point Village Civic Association, Inc. (NPVCA) to the Maryland Department of Housing and Community Development for the Community Investment Tax Credit Program. NPVCA will use the Program's tax credits as incentives for businesses to donate money, goods, or real property to support the costs associated with various initiatives in the North Point Village community. See Exhibit A.

Fiscal Summary

This resolution has no fiscal impact to the County since the Community Investment Tax Credit Program is a state program.

Analysis

NPVCA is a private nonprofit organization that promotes and protects the civic and community interests of the residents of the North Point Village community in Dundalk. NPVCA will request an allocation of \$20,000 in tax credits over 2 years and will use the tax credits to support the costs associated with four initiatives: insurance required to maintain youth programs run by NPVCA; a program for the elderly, which would offer daytime activities held within walking distance of the local recreation center; mulch for common areas, an additional dumpster day to help create a positive appearance for the area, and signs to increase safety; and assistance to low-income homeowners for minor home repairs. The Department advised that these projects could serve the 3,771 North Point Village residents and the 54,967 Dundalk residents.

The Maryland Department of Housing and Community Development established the Community Investment Tax Credit Program (CITC) to promote partnerships between businesses and nonprofit organizations by allocating \$1 million annually in state tax credits for businesses that support projects in priority funding areas. Eligible nonprofit organizations can be granted allocations of up to \$50,000 in tax credits to be awarded to businesses that make donations to support approved projects. Under the tax credit program, businesses that make contributions to nonprofits for approved projects receive state tax credits equal to 50% of the value of the contributions of cash, real property, or goods. These tax credits may be claimed in addition to the usual state and federal deductions for charitable contributions.

State law requires, as part of the application process, that local governing bodies endorse the applications submitted to the CITC Program.

On August 6, 2012 and October 17, 2011, the Council approved similar resolutions for NPVCA.

This resolution shall take effect on the date of its enactment.

North Point Village Civic Association, Inc.
Executive Summary

The Baltimore County Department of Planning requests approval of a local resolution to support the North Point Village Civic Association, Inc. ("NPVCA") application to the Maryland Department of Housing and Community Development for an allocation of tax credits under the Department's Community Investment Tax Credit program. The State of Maryland requires a local government resolution in support of the tax credits prior to final approval of the application. Nonprofit organizations utilize the tax credits as incentives for individuals and businesses to donate money, goods or real property to support operational and programmatic costs associated with specific, approved projects delivering services to communities across Maryland.

NPVCA is a non-profit civic association located in the North Point Village area of Dundalk. There are approximately 3,771 residents of North Point Village and 54,967 residents of Dundalk who could be served by NPVCA and benefit from the tax credits.

NPVCA is requesting tax credits of \$20,000 over two (2) years for operating funds to support programs for the youth, beautification of North Point Village, begin a program for the elderly, and for low-income homeowners to help with minor repairs to keep them in their homes.

More specifically, the funds would be used to provide:

- insurance required to maintain youth programs run by NPVCA;
- assistance in creating a positive appearance of the area by funding mulching of the common areas, an additional dumpster day, and signs (such as "No Soliciting") to increase safety.
- a program for the elderly which would offer daytime activities such as card playing, bingo, bus trips and possibly food and toiletries all within walking distance of a local recreation centers;
- assistance to low – income home owners for minor home repairs to help them stay in their homes.

No Baltimore County funds will be used for this project. The County's role is to support North Point Village Civic Association's application for the tax credits.

MB-4 (Res. 49-13)

Council District(s) 5

Mr. Quirk (By Req.)

Department of Public Works

**Expansion of Residential Permit Parking Area –
Perryvale Road and Jacinth Way**

Resolution 49-13 proposes to expand an existing residential permit parking area in the Perry Hall community in accordance with the procedures of Article 18, Title 2, Subtitle 4, of the Baltimore County Code (2003).

Attached is an explanation of the reasons for the changes to this permit parking area and a map of the area. See Exhibit A.

This resolution shall take effect from the date of its enactment.

**Report for Perryvale Rd and Jacinth Way
Residential Permit Parking Designation
(Expansion of Area "J")**

In response to Article 18, Title 2, Subtitle 4 of the Baltimore County Code, and the current condition of student parking along Perryvale Road and Jacinth Way, the residents of these roadways have submitted petitions to the Division of Traffic Engineering requesting that studies be conducted to determine the feasibility of establishing a Residential Permit Parking area. These petitions represent an area of 10 homes abutting Perryvale Road and Jacinth Way. The area under study is bounded on the south by Ebenezer Road and extends northward towards Vicky Road.

Of the 10 homes along these roadways within the petitioned area, 10 signed the petition with 8 requesting Residential Permit Parking, thereby indicating 80% approval. The law requires a minimum of 65%.

Parking studies were conducted on February 19, April 17, and May 6, 2013 along Perryvale Road and Jacinth Way, between the hours of 9:00 am and 10:00 am. These studies revealed a total of 28 legal parking spaces being available in the study area. An average of 21 of these spaces were utilized by parked vehicles at the times when the studies were conducted while the Perry Hall High School was in session. This reflects a utilization rate of 75%. This revealed that the area conforms to the requirement of at least 70% of the on-street parking spaces being utilized.

Of the average 21 spaces that were being utilized, an average of 15 of them belonged to non-residents. Therefore, approximately 71% of the vehicles were noted to be owned and operated by non-residents. Therefore, this clearly exceeds the requirements that at least 25% of all parked vehicles must be commuters.

Based on the high percentage of on-street parking spaces utilized in the area, there is a high demand for parking spaces and low availability of on-street parking to the residents of the neighborhood. While most of the homes have a parking pad/garage that will accommodate a minimum of two vehicles (one house has only one parking space), the existing parking condition tends to decrease the residential character of the neighborhood and can interfere with access into and out of the driveways.

The area residents have indicated through their petition and signatures thereon, that they are willing to pay the appropriate \$32.00 initial permit fee per vehicle for such a program and the \$12.00 annual renewal fee to retain the permit.

The Perry Hall High School is serviced by several bus routes providing transportation to and from the school. The vast majority of those who drive to school could take the buses free of charge. It is realized that some students who have before or after-school activities or work programs may not be able to avail themselves of the buses.

Report for Perryvale Rd and Jacinth Way
Residential Permit Parking Designation
(Expansion of Area "J")

The commuters utilizing these roadways do so for convenient access to Perry Hall High School, which is just south of the petitioned area and adjacent to Ebenezer Road. The high school does provide for a large number of student vehicles to be parked on its property with a total of approximately 188 parking spaces. On February 19th it was noted that there were 47 open spaces not being utilized while on April 17th it was noted that there were 76 open spaces. Given that it was noted there was an average of 15 non-resident vehicles parked within the study area, these vehicles could easily be accommodated on the school parking lot if they were not parked within the residential community.

Since on-street spaces are utilized early in the morning and remain so until early afternoon, it does make it extremely difficult for residents in the study area to have an on-street space in front of their home for guests or themselves if they arrive during the time when school is in session.

The numerical criteria specified in the County Code for implementing Residential Permit Parking are factors that must be met in order to qualify for this program, and these roadways do meet the numerical criteria. However, at the same time the Code requires the Dept. of Public Works to consider the following factors as well prior to the establishment of any Residential Permit Parking area.

- (a) The need for parking regulation to maintain the residential character of neighborhood – We agree that this is applicable to maintain the residential character.
- (b) The desire and the need of the area residents for residential permit parking and their willingness to bear the associated administrative fees – This has been indicated by the submitted petition.
- (c) The need for parking for business establishments and the general public for health or commercial purposes – While the initial legislation in 1979 for residential permit parking did not necessarily envision using this law to deal with parking around high schools, the intent of this section was to make recognition of the need for parking for those establishments which generate a parking problem into a residential community. In some cases such establishments may be legally operating older establishments that lack adequate off-street parking because of historical reasons and/or they were established prior to Baltimore County Zoning Regulations in 1955. In the case under review, the establishment is the Perry Hall High School and the need is for parking by those high school students who need to or choose to drive to school. In this case, the school does not need the parking, except for faculty and staff, in order to continue to operate since it will do so regardless of the presence of parking for any students. Therefore, the high school does not require the need of the on-street parking located off of its property. (However, note the next section.)

Report for Perryvale Road and Jacinth Way
Residential Permit Parking Designation
(Expansion of Area "J")

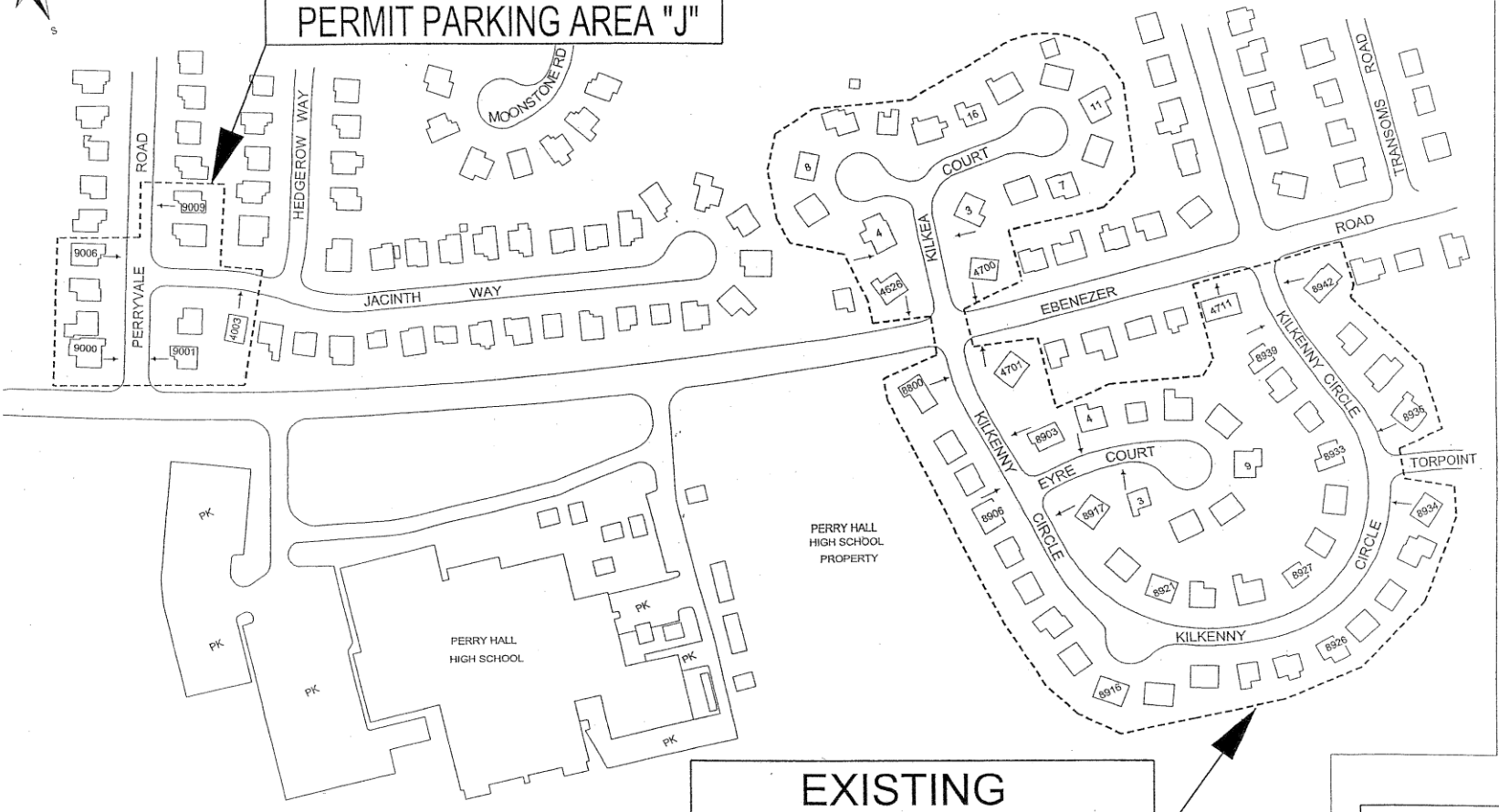
- (d) The proximity of public transportation – The school system provides transportation between home and the school for those students outside the walking boundary. The only students who may have an actual need to drive are those involved in before- and after-school activities and those involved in work-study programs.
- (e) The availability of off-street parking for commuters – Observations of both the study area and the high school parking lot indicate that the parking lot could easily accommodate the number of student vehicles that are parked in the adjacent residential community. There may be a variety of reasons why the students may be parked off of school property, but the school parking lot appears to clearly be able to accommodate any vehicles displaced by the requested expansion of Residential Permit Parking Area "J". During the Public Meeting, it was noted that it appears the high school may be charging students a \$40.00 annual permit to park on the school parking lot, so that decision by the Baltimore County Public School system may be a potential contributor to students looking for a free location in which to park.

The required Public Meeting was held with the community on the evening of April 22, 2013. Those within the study area, as well as those areas approximately two blocks beyond the existing and proposed Permit Parking area, were provided notice of the Public Meeting as well as notices being placed on all vehicles parked within the same geographic area. Discussion did take place at the Meeting of the possibility that the expansion of the Permit Parking area could result in the displacement of the current student vehicles further north on Perryvale Rd and further east on Jacinth Way. Petitions were provided to a few different residents after the meeting to allow for additional households to be considered for incorporation into a larger expanded Permit Parking Area than that for which the County was currently being petitioned. After allowing for an additional week over that provided for at the Public Meeting, the County did not receive any additional petitions for consideration of expanding the Permit Parking Area beyond that currently being proposed.

Therefore, in conclusion, the Division of Traffic Engineering finds that the required criteria are met for the expansion of Residential Permit Parking Area "J". The County has received no further requests from the adjacent community for expanding this area beyond that current petitioned to Baltimore County. Therefore, we recommend to the County Council that they expand the current Area "J" in accordance with the Resolution and its attached plat.



PROPOSED ADDITION TO
RESIDENTIAL
PERMIT PARKING AREA "J"



EXISTING
RESIDENTIAL
PERMIT PARKING AREA "J"

BALTIMORE CO
DIVISION OF TRAFFIC ENG
RESIDENTIAL PARKING /
PERRY HALL H. S. AREA

MB-6 (Grants)

Council District(s) All

Mr. Quirk (By Req.)

Office of Communications

FY 2014 Arts & Sciences General Fund Grants

The Administration is requesting approval of operating grants totaling \$2,742,300 to cultural and artistic nonprofit organizations as approved by the Council during the FY 2014 budget process. See Exhibit A for a listing of the organizations and the respective grant awards.

Fiscal Summary

Funding Source	Amount	Notes
County ⁽¹⁾	\$ 2,742,300	⁽¹⁾ FY 2014 General Fund Operating Budget.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 2,742,300</u>	

Analysis

The Office advised that for FY 2014, the Commission on Arts and Sciences worked within the guidelines established by the County Executive to assure that all grantees provided value to Baltimore County citizens. The Commission evaluated all grant applicants based on artistic merit; service to the community; multicultural outreach; soundness of business practice; and level of service to Baltimore County residents, including partnerships with County-based organizations, creativity of outreach programs to the County, geographic diversity within the County, number of programs/activities that take place in the County, and extent and effectiveness of outreach to youth and artists/performers in the County. See Exhibit B for grant funding justifications for each organization.

Monetary assistance for arts and sciences organizations in excess of \$5,000 is subject to approval by the County Council in accordance with Baltimore County Code, Section 10-1-108. Monetary assistance of \$5,000 or less is subject to the 14-day grant notification process. Although not required, the Office has included \$20,000 for five operating grants of \$5,000 or less as part of the current request. The FY 2013 budget includes \$34,500 for project grants less than \$5,000.

**Arts & Sciences Grants (various)
FY2014**

The following 40 grants to arts, science, history, and cultural organizations provide funding to support arts experiences and visits by Baltimore County citizens. These arts organizations serve as year-round learning resources for youth and teachers, contribute to an exceptional quality of life for citizens, and are valuable assets to attract new businesses and residents. These organizations support the economy as employers and through associated income, property and amusement taxes.

These grants were submitted and approved by the Council as part of the FY2014 budget.

Headquarters in Baltimore County	Grant Amount
Baltimore Actor's Theatre	\$ 8,000
Baltimore Chamber Orchestra	\$ 12,100
Camp Puh'tok for Boys and Girls, Inc.	\$ 15,000
Contemporary Arts, Inc.	\$ 5,800
Fire Museum of Maryland	\$ 12,600
Historical Society of Baltimore County	\$ 9,900
Irvine Nature Center, Inc.	\$ 35,000
MPT Foundation	\$ 28,600
Towson University Asian Art & Culture Center	\$ 16,000
UMBC Center for Art Design and Visual Culture	\$ 5,000
Headquarters in Baltimore City, Howard or Harford County	
American Visionary Art Museum	\$ 45,000
Baltimore & Ohio Railroad Museum	\$ 25,000
Baltimore Children's Museum dba Port Discovery	\$ 75,000
Baltimore Choral Arts Society	\$ 16,000
Baltimore Clayworks	\$ 7,300
Baltimore Museum of Art	\$ 336,000
Baltimore Museum of Industry	\$ 17,000
Baltimore Symphony Orchestra	\$ 680,000
Baltimore Theatre Project	\$ 9,000
Centerstage Associates	\$ 125,000
Chesapeake Shakespeare Company	\$ 1,000
Creative Alliance at the Patterson	\$ 10,000
Everyman Theatre	\$ 15,000
Handel Choir of Baltimore	\$ 4,500
Hippodrome Foundation, Inc.	\$ 45,000
Ladew Topiary Gardens	\$ 12,000
Living Classrooms Foundation	\$ 25,000
Lyric Opera Baltimore Foundation	\$ 42,000
Maryland Academy of Sciences dba Maryland Science Center	\$ 70,000
Maryland Art Place	\$ 5,000
Maryland Historical Society	\$ 25,000
Maryland Zoological Society dba Maryland Zoo	\$ 400,000
Maryland State Boychoir	\$ 4,500
Museum of Ceramic Art & Glass	\$ 7,000
National Aquarium	\$ 170,000
Pride of Baltimore	\$ 7,000
Reginald F. Lewis Museum of MD African Amer. History & Culture	\$ 38,000
USS Constellation Museum dba Historic Ships in Baltimore	\$ 6,000
Walters Art Gallery dba Walters Art Museum	\$ 336,000
Young Audiences of Maryland/Arts for Learning	\$ 36,000
	\$ 2,742,300

Below are grant funding justifications for each organizations.

American Visionary Art Museum

Designated by Congress as the national museum dedicated to visionary, intuitive art, this internationally recognized museum offers unique exhibits and events, presenting intriguing ways to engage viewers around an idea. The museum brings national and international attention to the Baltimore region and its arts community. Curriculum tools are available online for teachers, with free family and teacher workshops. Free admission for Title I schools and employees from homeless shelters. County schools further STEM education through entries in the museum's annual kinetic sculpture race. An anti-bullying campaign will be launched in conjunction with their 2013 exhibit. Outreach activities to Enoch Pratt, but not to County libraries. Financials are positive, but some concern that there is a large "other" line item that is not itemized.

Serves 12,256 County residents/11% of total visitors/program participants

FY2014 \$45,000

Baltimore Actors' Theatre

Located in Baltimore County, Baltimore Actors' Theatre (BAT) presents a full season of children's and adult performances at their theatre in Oregon Ridge Park, in addition to adult acting workshops and a two week intensive performing arts program for youth. A vocational performing arts training program works with young people who want to pursue their love of theatre through weekly classes in dance, music, and acting. This program has operated for over 50 years and has garnered a record of success. BAT has clearly grown in the diversity of its performers and audiences. BAT serves the Baltimore metropolitan area and surrounding counties, with audiences totaling 15,600. 2,500 children benefit from the work of the organization. BAT has seen a slight increase in their audiences since development of a new web site with online ticketing and addition of a group sales representative.

Serves 12,800 County residents/82% of total audience/program participants

FY2014 \$8,000

Baltimore Chamber Orchestra

Baltimore Chamber Orchestra (BCO) is the only chamber orchestra in the Baltimore area and the only professional orchestra that presents a series in Baltimore County. BCO is a full-orchestra ensemble comprising up to forty musicians. In addition to its concert series at Goucher College, recent highlights include two world premieres; three CDs released on the Naxos label; and conductors' workshops. BCO employs more than 90 musicians in the course of a year, offers free admission to all students, and presents lectures at County senior centers. Their Live Wire String Quartet performs for more than 2,000 City elementary-school students annually. The Commission has recommended they work toward expanding this program to County Schools.

Serves 1,728 County residents/45% of total audience/program participants

FY2014 \$12,100

Baltimore Choral Arts Society

Music Director Tom Hall and the Emmy Award-winning Choral Arts Society serve Baltimore County with numerous performances each year in County concert halls, churches and retirement centers. Recent innovative programming includes Land of The Free, a multicultural performance that deals with issues of slavery and the War of 1812. Choral Arts often is invited to perform with the Baltimore Symphony Orchestra. The Society provides 300 free tickets to County Social Services and nonprofits for its annual Christmas for Kids concert at Goucher College and conducts extensive outreach programs for seniors. Television and radio broadcasts extend the reach of this outstanding artistic and educational organization.

Serves 46,184 County residents/47% of total audience/program participants

FY2014 \$16,000

Baltimore Museum of Art

The BMA offers free general admission to one of the nation's premiere museums with collections spanning the 19th century to contemporary art. The museum serves Central Maryland as a center for lifelong learning and civic engagement through the arts, serving a broad and diverse audience of all agencies, ethnicities, economic and educational backgrounds. The BMA attracts 200,000-250,000 visitors each year, including over 6,400 County school students who participate in free tours and programs. A partnership with BCPS and the BMA fosters language and development in Pre-K and kindergarten students. An annual BCPS student art show, teacher resource center with curriculum guides, and exhibit of Sondheim Prize finalists are program highlights. Extensive museum renovations are underway to update infrastructure and refresh exhibit spaces, beginning with the newly reopened Contemporary wing.
Serves 24,600 County residents/12% of total visitors/program participants

FY2014 \$336,000

Baltimore & Ohio Railroad Museum

The B&O Museum serves over 50,000 Baltimore County residents annually and provides high quality history and science educational programming to County youth. They continue to expand and improve their programming and exhibits, hiring a second, full time educator in 2012. New STEAM programs are being developed for pre-K-3 learners. The B&O Museum has effectively leveraged its online presence to provide off-site educational programs and materials linked to the Baltimore County educational curriculum. The 10,000 free tickets they provide to Baltimore County students through their partnership with County libraries is a testament to their commitment to serving the residents of our County.
Serves 51,000 Baltimore County residents/29% of total visitors/participants

FY2014 \$25,000

Baltimore Children's Museum (Port Discovery)

Port Discovery offers play-to-learn experiences, incorporating the performing arts, visual arts, science, math and health programs. Interactive exhibits and programs engage young learners around financial literacy, health eating, STEM topics (including a new nanotechnology exhibit), arts and culture. They ensure the efficacy of their educational programming by performing pre- and post activity testing. Port Discovery has been named a top children's museum by Nickelodeon, London Observer and Child Magazine.

Serves 41,229 Baltimore County residents/16% of total visitors/participants

FY2014 \$75,000

Baltimore Clayworks

Clayworks sponsors pottery and ceramics artists' residencies, offers classes, and presents 12-15 free public exhibits each year. Artistic quality is world-class. Clayworks fills a niche in the artistic community and brings national and international artists to work along side local artists. Their board has made a new commitment to an annual exhibit by an African or African American artist. Clayworks sponsors art projects in County middle schools and, at the suggestion of the Arts & Sciences Commission, is in discussions to expand their Community Arts Program into County PAL centers. County outreach also could be expanded to model the successful satellite studios they operate in under-served City neighborhoods. Clayworks is operating under an interim Executive Director as a search for a permanent director continues. Concerns remain that their education budget went down while their administrative costs went up last year. They were unable to match a \$200,000 State Grant.

Serves 5,300 County residents/25% of total visitors/participants

FY2014 \$7,300

Baltimore Museum of Industry

The BMI preserves an important component of the history of our region, with Baltimore County's manufacturers central to many of the exhibits. Intergenerational programming brings seniors, children and adults together. Over 14,000 County school students participate in STEM-curriculum based programming, the highest number of all Maryland counties.

Serves 29,450 Baltimore County residents/19% of total visitors/participants

FY2014 \$17,000

Baltimore Symphony Orchestra

More residents from Baltimore County attend Baltimore Symphony (BSO) events than any other Maryland jurisdiction, with County residents representing 76,123 (27%) of all ticketed attendance. In addition to a diverse schedule of world class concerts at the Meyerhoff and Oregon Ridge, public programs include Midweek, Family and Open Rehearsal series, Rusty Musicians, and BSO Academy. The BSO offers free tickets to Title 1 schools in the County.

As of 2012, the new Baltimore Symphony Youth Orchestras (BSYO) are in-residence at the George Washington Carver School for the Arts and Technology in Towson. Members work closely with BSO musicians and Maestra Alsop, with 2012 auditions seeing an increase in registrants. BSO's affiliation will strengthen the financial health, artistry and membership of the region's premier youth orchestra. A new, year-round BSO residency at Carver features BSO musicians collaborating with students across the school's specialty areas (dance, set design, catering, etc.), with a production to be performed spring 2013.

BSO activities promote a positive image of the greater Baltimore region on a national and international level. The BSO continues to pursue new commissions, touring and recording projects.

County residents comprise a majority of the BSO's 453 paid staff and Orchestra members. These musicians also teach students of all ages at their County homes; serve as adjunct faculty at County-based institutes of higher learning (Towson University, CCBC Essex, UMBC, and Goucher College); perform in community music groups; and bring their own professional chamber groups to many County venues.

Serves 81,360 County residents/26% of total audience/program participants

FY2014 \$680,000

Baltimore Theatre Project

Theatre Project explores theater, dance, visual arts, music, and poetry, building on over 40 years of popularity and growth as an incubator for new experimental works in multiple media. Artists range from the emerging to more seasoned performers who use the venue to explore the boundaries of their own works and the imaginations of the audiences. Neither the works nor the artists are limited by age, gender, or ethnicity. Although the theater is located in Baltimore City, Theatre Project has developed extensive educational and performing partnerships with the dance and theater departments at Towson University, Carver Center for the Arts and Technology and Patapsco High School, each in Baltimore County. Theatre Project provides County artists and performers extensive technical support and a unique artistic environment to nurture new works.

Serves 2,700 County residents/30% of total audience/participants

FY2014 \$9,000

Camp Puh'tok for Boys and Girls

Camp Puh'tok serves over 6,500 Maryland children per year in summer and school year programs that focus on environmental and science education and character developing experiences. Approximately 6,000 of these children come from Baltimore County, with the balance from Baltimore City. In 2012 over 1,900 Title 1 school students from low-income households experienced Camp Puh'tok. The Camp offers more than 100 camp scholarships to low-income families each year. Educational programs are aligned to

Maryland state curriculum, with new programming being developed with the Maryland Commission on Indian Affairs to bolster Native American-themed programming. (page 4 of 10)
Serves 6,000 County residents/92% of total program participants

FY2014 \$15,000

Center Stage Associates

Celebrating its 50th year as the State theatre of Maryland, Centerstage is the region's leading professional producing theatre company and a pioneer in America's regional theater movement. The theatre produces six fully produced plays, play workshops for new work, staged readings, and musical theatre cabaret. Youth education programs include Student Matinees with discounted tickets and pre- and post performance discussions, Student Critics, Young Playwrights Festival, after-school and summer camp programs. A performance of excerpts of plays performed in their 50 year history will be presented at the Gordon Center for Performing Arts in Owings Mills in 2013. Their new internationally-known artistic and managing directors are expanding outreach to colleges, community groups, and other arts organizations.

Serves 33,000 County residents/35% of total audience/program participants.

FY2014 \$125,000

Chesapeake Shakespeare Company

Located in Howard County, the Chesapeake Shakespeare Company (CSC) is a classics theater company, producing four full productions of Shakespeare and other classics each year. Summer in the Ruins features two shows running in repertory at the Patapsco Female Institute Historic Park near Ellicott City, drawing strong audiences from southwest Baltimore County. Teaching artists work with hundreds of area students, attempting to break down barriers to Shakespeare before they've been built. They offer free shows for underserved schools, matinees at Goucher College, free summer shows for children, student and senior discounts and free admission to active military. More robust outreach to Baltimore County schools, seniors and residents would strengthen the application. The application noted CSC is interested in offering tickets to those who might not be able to afford them, which the Commission encourages.

Serve 2,078 County residents/19% of total audience/ program participants.

FY2014 Recommendation \$1,000

Contemporary Arts, Inc.

Award-winning and internationally known jazz artist Carl Grubbs leads Contemporary Arts, collaborating with regional, national and international professional artists to bring world-class music and educational outreach. As one of the only jazz arts organizations in the Baltimore region, County-based Contemporary Arts fills an important role in the music community. The organization holds jazz improv workshops at County public and private schools and performs with students at County senior centers and churches. A Jazz Arts Academy Summer Camp and SAX Music and Dance Camp have added reading and literacy activities and a story telling specialist to their curriculum. Tuition-free scholarships are available to the summer camps and County concerts are free.

Serves 300 County residents/33% of total audience/program participants.

FY2014 \$5,800

Creative Alliance

A model of what an art center can do for a community, but unlike their activities in 2012-13, they have moved to be more city-centric in their programs and community outreach. The Creative Alliance engages diverse groups in their community, offering free arts education for 1,200 low to moderate income youth. Opportunities remain to re-engage with southeast and southwest County schools as they did in 2012. They continue to provide an important venue for County artists, with programs involving over 1,870 County artists last year. An upcoming Globe Poster Exhibit in conjunction with MICA will bring national attention and add to their strong support by County residents.

Serves 5,219 County residents/20% of total visitors/participants

FY2014 Recommendation \$10,000

Everyman Theatre

Now in a new facility on Baltimore City's westside, Everyman attracts many of the region's finest artists and employs a company of resident year-round professional artists to provide accessible, affordable theatre for everyone. The theatre serves local actors, designers, directors and over 2,000 students through the High School Matinee program, residencies, and acting classes. With the largest number of subscribers in their history, 60% of Everyman's audiences are from Baltimore County. Over 200 Baltimore County students are engaged in Everyman educational programming. It is recommended that the theater include more Baltimore County residents, particularly youth, in educational outreach programs. The general programming of the theater is vital to the metropolitan area and their new membership in the National New Play Network will bring more world premiere plays to Baltimore.

Serves 19,700 Baltimore County residents/60% of total audience/participants

FY2014 \$15,000

Fire Museum of Maryland

84% of the Fire Museum's visitors are residents of Baltimore County. Those visitors enjoy unique, interactive programming that is offered no where else in the State. An expanding outreach effort is bringing more students, youth and seniors to the Towson museum. New tours use smart board technology and role playing to teach history, science, and fire safety. The Museum also maintains a collection of vintage fire equipment and artifacts and conducts research. New tour partnerships with the Glenn L. Martin Aviation Museum and Hampton Historic Site have netted increased visits and a higher profile for the museum.

Serves 10,400 Baltimore County residents/84% of total visitors/program participants

FY2014 \$12,600

Handel Choir of Baltimore

Handel Choir performs classical, baroque and romantic works with a period instruments orchestra. Well-reviewed performances include the 2012 world premiere of a work commissioned by the Choir. Handel Choir participates in free community events and collaborates with the Baltimore Symphony's Orch Kids program in the City. A spring 2013 collaboration with UMBC will bring the Brahms Requiem to the stage. Outreach concerts performed in nursing homes and schools. The commission recommends an enhanced multicultural outreach program to include more County students, seniors, and underserved individuals and more specific outcomes.

Serves 2,997 Baltimore County residents/55% of total audience/program participants

FY2014 Recommendation \$4,500

Hippodrome Foundation

Hippodrome Foundation (HFI) uses the professional Broadway shows and talent on its stage and its historic theatre building as teaching tools in adult and student community programs. Programs include Camp Hippodrome, Young Critics Program, Student Matinee Program, Master Classes, Volunteer Usher and Lecture Program, and historic building tours. Teaching tools link show themes to State curriculum, with heavily discounted tickets available to school groups. Programs reach out to audiences of all ages, many of whom would not otherwise be exposed to the caliber of theater that is offered at the Hippodrome or its programs. HFI recently added new County programs including free theatre tours with transportation from County senior centers, a Soulful Symphony partnership with Lansdowne High School, and middle school panel discussions on arts careers. HFI's outreach to all parts of the County is a model for all area arts organizations.

Serves 3,823 County residents/56% of total audience/program participants.

FY2014 Recommendation \$45,000

Historical Society of Baltimore County

The Historical Society of Baltimore County maintains a research library, exhibits special collections focused on Baltimore County's rich history, and offers a robust program of tours and topical lectures, including new monthly genealogy seminars. The Historical Society serves as an important educational and research resource for Baltimore County residents, as evidenced by 78,564 visits to their website, which features a new online searchable database. The Society has greatly enhanced its outreach and innovative programming, partnering with other organizations to increase their value. New partners over the past year include the Baltimore City Historical Society, Johns Hopkins, Glenn L. Martin Museum, and the Neighborhood Redesign Center.

Serves 1,650 Baltimore County residents/66% of total visitors/program participants

FY2014 \$9,900

Historic Ships in Baltimore (USS Constellation Museum)

The Historic Ships (USS Constellation, USS Torsk, USCGC Taney, and Lightship Chesapeake) are a symbol of our area's rich maritime history and attract visitors to the Baltimore region. The organization offers educational and adventure programs which incorporate both historic and scientific elements, and serve as stewards to preserve these ships. Educational day programs for schools and youth groups include themes such as Black Maritime History and the U.S. Navy in the Great Age of Sail, with new 2012-13 tours and programming encouraging repeat visitors.

Serves 7,000 Baltimore County residents/5% of total visitors/program participants

FY2014 \$6,000

Irvine Nature Center

Not only is Irvine located in our County, but its programming continues to be top-notch. Irvine serves over 60,000 Baltimore County residents and provides educational programming aligned with the County schools science curriculum. Museum quality educational exhibits, visual art and nature programs and classes, on-site camping opportunities, and some of the region's premier nature trails make Irvine an asset to our County that is worthy of our strong, continuing support.

Serves 60,276 Baltimore County residents/85% of total visitors program participants

FY2014 \$35,000

Ladew Topiary Gardens

Ladew is one of the top five gardens in the U.S. and hosts outstanding seasonal landscape, horticulture, and history programming, a free Budding Botanists program for young Title 1 students, and a popular summer concert series. Ladew would benefit from enhanced community outreach and increased partnerships with other Baltimore County organizations. Ladew could also be a greater benefit to County residents with expanded educational programming and by offering more opportunities for free or reduced admission to Baltimore County residents, families, and school children.

Serves 14,000 Baltimore County residents/40% of total visitors/program participants

FY2014 \$12,000

Living Classrooms

Utilizing maritime settings, challenging learning environments, and a low staff-to-student ratio, Living Classrooms programs emphasize the applied learning of math, science, language arts, history, ecology, and career development. Living Classrooms operates over 30 educational and job-skills training programs. Living Classrooms provides specialized programming for at risk youth, special needs and gifted and talented students, including the successful GEM (Girls Empowerment Mission) at Chesapeake High School, and the Bay Buddies summer program teaching alternative life skills to County students with developmental disabilities.

Serves 2,666 Baltimore County residents/14% of total program participants

FY2014 \$25,000

Lyric Opera Baltimore

Self-produced grand opera performed at the Modell Lyric, the only Maryland venue that can accommodate fully staged operas. The inherently high production expenses of grand opera reduced the Lyric Opera's second season to two fully staged operas and one opera concert. Extensive outreach and educational programs include Lyric Opera to Go, featuring programs about African American lyricists, and a puppet education program. Lyric Opera provides 5,000 free dress rehearsal tickets to students and underserved populations. Education outreach programs engaged 26 County schools with curriculum-based activities. Opera Cares performed at 17 County senior centers.

Serves 11,000 Baltimore County residents/33% of total audience/program participants

FY2014 \$42,000

Maryland Academy of Sciences dba Maryland Science Center

Science literacy is the mission of the Science Center. Family Science Nights, a school community event, make their debut in Baltimore County during the 2012-13 school year. School groups, home-schoolers and teachers receive free admission. Traveling Science provides three free days of in-school programming to the BCPS schools annually. Considering the size of Baltimore County's school population, this contribution seems weak for a major science literacy organization. Science Center staffers serve as science fair judges in County schools. The Maryland Science Center serves as an important visitor draw to Baltimore City (63% of its visitors are from out-of-state). A strong Science Center benefits the residents and businesses of Baltimore County. We would like to see the Science Center increase the amount of reduced and free admissions to Baltimore County students and residents and make their Traveling Science program more readily and affordably available throughout the County.

Serves 68,762 County residents/16% of total visitors/program participants

FY2014 \$70,000

Maryland Art Place

Maryland Art Place (MAP) focuses programming on up and coming and mid-career artists with 6-8 exhibits per year, speaker series and technical support for artists. Contemporary art is their niche, connecting artists, business people and philanthropists for 30 years. MAP has strong board representation from the area's premiere gallery owners and collectors. They mount 6-8 exhibits a year that are free and open to the public, including a Young Blood exhibit for recent area MFA graduates. MAP manages the on-line Maryland Artists Registry. In 2012, MAP provided micro-grants to artists for projects in neighborhoods. For 2013-14, they are expanding outreach into the County, including artist grants and ongoing discussions for a large scale piece of public art to be exhibited at Towson Town Center.
Serves 3,000 Baltimore County residents/45% of total visitors/program participants

FY2014 \$5,000

Maryland Historical Society

The Maryland Historical Society provides museum tours, in-classroom lectures, research assistance, and other valuable information and resources to Maryland students and residents. Their Francis Scott key Lecture Series brings national experts. The Society served more than 3,100 County students and teachers in 45 schools, presented programs to 100 senior citizens, and partnered with Towson University, Hampton National Historic Site, and Ballestone Mansion.
Serves 4,000 Baltimore County residents/8% of total visitors/program participants

FY2014 \$25,000

Maryland State Boychoir

The State Boychoir offers music education and performances in the English boychoir tradition. About 125 boys ages 7-19 participate in the boychoir, 40% of whom live in the County. They give 60 high quality performances statewide each year, including two performances with the Baltimore Symphony. Most concerts are free. A scholarship program covers education costs so no boy is turned away. An annual African American celebration is a program highlight. The Boychoir performs in the County as part of public concert series at CCBC Essex and Central Presbyterian Church.
Serves 5,000 Baltimore County residents/30% of total audience/program participants

FY2014 \$4,500

Maryland Zoological Society dba Maryland Zoo

The Maryland Zoo is home to over 1,500 animals on a 135 acre property with 55 buildings. Exhibits and newly expanded educational programs support science learning outcomes for Maryland schools and align with state curricula. Title 1 school outreach, mentorships and an extensive youth volunteer program are outreach highlights. In FY2012, over 21,000 County students visited with their schools free of charge. Fully accredited, the Zoo is involved in wildlife conservation and preservation programs and maintains a veterinary hospital. The zoo employs over 200 people and is supported by over 1,000 volunteers.
Serves 71,325 County residents/15% of total visitors/program participants

FY2014 \$400,000

MPT Foundation

MPT programming includes PBS and original locally-produced programming, from popular morning shows for children to arts, science and history specials and news programming. Included are special programs for students, teachers, and child care providers. MPT particularly serves viewers who do not have access to cable, bringing arts, science and entertainment into the home. 25% of all programming is geared for children, supporting parents of pre-school learners with sound tools to aid in learning-readiness. The Thinkport web portal, developed in partnership with Johns Hopkins, supplements classroom learning and provides free professional development courses on implementing technology in the classroom. MPT produces easily accessible, affordable learning and arts tools to open interests beyond

the confines of the television. MPT is to be applauded for its programming, audience outreach and diversity.

Serves 64,015 County residents/6% of total audience

FY2014 \$28,600

Museum of Ceramic Art and Glass

Not a museum, but high impact middle school ceramic programs, after school ceramic clubs and teacher training. Their programs reach 18,997 students total, including 6,365 students in 11 County middle schools. Projects include community murals and an annual student exhibit. Their free interdisciplinary programs have documented particular impact on special needs and at-risk students. A high impact, cost effective organization.

Serves 6,365 County residents/34% of total

FY2014 \$7,000

National Aquarium

As one of the nation's foremost conservation education organizations and the top tourist attraction in the state, the Aquarium is an important educational resource for youth, a steward of the environment, a significant economic engine, and a long-standing cultural institution. Its living collection includes more than 16,000 animals from more than 600 species of fish, birds, amphibians, reptiles and marine mammals that live in award-winning, re-created habitats. Educational programs support science learning through curriculum support; teacher orientations, workshops, and other trainings; teacher-led tours; and grade appropriate on-site programs that meet state curriculum standards. Free admission to school groups during the school year, with over 6,300 County students visiting with their schools. An Education Outreach Program brings innovative, hands-on educational experiences to school and pre-school audiences unable to visit. The Aquarium conducted 63 County outreach programs for more than 1,900 students. Financial assistance for low-income visitors include Dollar Days, Fridays After Five, a free Cultural Heritage Series, and community ticket donations.

Serves 88,670 County residents/ 6.5% of all visitors/program participants.

FY2014 \$170,000

Pride of Baltimore

The Pride is a traveling ambassador for the rich history and culture of the Baltimore region, serving Baltimore County as much while traveling as in her home port. The Pride offers free deck tours to Baltimore County Public School students and County residents. The organization's dedication to education is exemplified by free educational programs offered on their website with teacher plans in geography, social studies, and history.

Serves 5,700 County Residents/6% of total visitors/program participants

FY2014 \$7,000

Reginald F. Lewis Museum of Maryland African American History & Culture

The Reginald F. Lewis Museum offers unique educational programs focused on our State's rich African American cultural history. A new strategic plan under stable leadership is guiding improved outreach, funding and collaborative partnerships. New partnerships with the Jewish Museum of Maryland, UMBC, Morgan State University, and other area organization, exemplify a renewed commitment to grow and enrich their own programming by working with other area groups. The museum offers free admission for school groups and youth in need of financial assistance and free admission for teachers. Enhanced outreach to BCPS is underway.

Serves 3,900 Baltimore County residents/10% of total visitors/program participants

FY2014 \$38,000

Towson University Asian Art & Culture Center

The only presenter of Asian art, dance, music and films in the Baltimore region is located on the campus of Towson University. The center serves a growing Asian population in the County, bringing world class artists and performers to the County. Their programs and first-rate gallery attract visitors to the County. *Serves 5,200 County residents/59% of their total visitors/program participants*

FY2014 \$16,000

UMBC Center for Art Design and Visual Culture

Past funding has not been recommended because the Center was seen as primarily serving the UMBC community. The Center has proven to the Commission that is not the case. The Center presents 4-5 exhibits a year and hosts artist lectures, each heavily promoted to the general public. An example is *For All the World to See: A Visual History of the Civil Rights Movement*, a exhibit curated by the Center that has toured to major galleries and museums in New York, Chicago, Memphis, and Washington D.C. The Center uses their exhibits as launching points for extensive K-16 education and community outreach, reaching County middle and high school that are out of the norm of the typical school engaged by arts organizations. School outreach includes tours, discussion groups, and month-long workshops, with the Center often providing transportation to UMBC. A new External Advisory board will be in place by 2013 that should further strengthen their county-wide presence.

Serves 3,350 County residents/60% of total visitors/participants

FY2014 \$5,000

Walters Art Gallery dba Walters Art Museum

The internationally acclaimed Walters develops exhibitions and programming that promote creativity and foster learning. Free admission has sustained a 42% increase in attendance. The museum is using technology to expand audiences and enrich the visitor experience. The museum's "free access" philosophy includes Works of Art, an award-winning online collection of over 12,000 works. New programs include expanded family programs and activities for Pre-K children and "Off the Wall," which brings reproductions of museum paintings to locations such as Baltimore County parks. Last year, the Walters reached 7,700 Baltimore County students through tours, classroom visits, studio art-making activities and home-school workshops.

Serves 42,910 County residents/20% of total visitors/program participants.

FY2014 \$336,000

Young Audiences/ Arts for Learning

Young Audiences/Arts for Learning (YA) brings arts experiences to 179,799 students in 380 schools statewide. YA offers schools in-school artists residencies, performances and workshops that link to State academic curriculum standards. Young Audiences serves low-income populations by providing underwriting support, bringing over 2,700 hours of arts experiences to students in Baltimore County and City Title I schools. YA also trains teachers of all subjects to use the artistic process to engage struggling learners and tackle challenging content in core academic areas.

Serves 28,108 Baltimore County students and educators/16% of total participants

FY2014 \$36,000

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

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

TO: [REDACTED] **DATE:** 04/26/13
Administrative Officer

FROM: [REDACTED] Director *XAD* **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 07/01/13

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

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

PO 5731 Transcontinental Gas Pipe Line Company LLC – Public Works Eng.
Construction Contracts-Liberty Road Imp. & Widening, Gas Line
Protection Svcs.

As indicated in DPW Director Ed Adams memo dated March 15, 2013, the County entered into a Reimbursement Agreement with Transcontinental Gas Pipe Line Company LLC (TRANSCO) to protect the TRANSCO gas pipelines in the vicinity of the road widening project taking place on Liberty Road. This work is ongoing and additional costs will also be reimbursed as per the Agreement date 4/24/12 and as amended 11/14/12.

Amount: \$250,410.00
Award Date: 04/26/13

PO 5744 SignalScape Inc. – Forensic Services, StarWitness Analyst and Field
Agent/Police Forensics

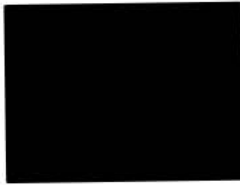
This order is for the purchase of a StarWitness Analyst and Field Agent System (System) that will be used by the Forensic Unit of the Police Department for video extraction and enhancement. The System is comprised of a laptop used to extract video from crime scenes and a desktop that integrates with the laptop used for enhancements. This System puts an individual digital fingerprint on the media it downloads,

verifying that the data has not been altered in any way for integrity purposes, which is required for use in court.

As indicated in Chief James W. Johnson's memo dated March 22, 2013, no other systems exist that can provide this necessary level of authentication that the file has not been changed in any way. The StarWitness Analyst and Field Agent System is proprietary to SignalScape, Inc.

Amount: \$47,926.25
Award Date: 04/26/13

c:



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

TO: [REDACTED] **DATE:** 05/07/13
Administrative Officer

FROM: [REDACTED] Director *KAD* **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 07/01/13

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

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

- PO 5850** Verizon – Public Works Engineering Construction Contracts
York Road, Towson Square (East Towson Project) / Relocation of Distribution Facilities
- This Purchase Order represents relocation of distribution facilities on York Road, Towson Square (East Towson Project). Verizon owns the distribution facilities and is the only source for this relocation work.
- Amount: \$462,206.00
Award Date: 05/07/13
- PO 5852** Baltimore Gas & Electric Co dba BGE – Public Works Engineering Construction Contracts
York Road, Towson Square (East Towson Project) / Relocation of Distribution Facilities
- This purchase order represents relocation of distribution facilities on York Road, Towson Square (East Towson Project). BGE owns the distribution facilities and is the only source for this relocation work.
- Amount: \$213,051.00
Award Date: 05/07/13
- PO 5803** Baltimore Gas & Electric Co dba BGE – Public Works Engineering Construction Contracts
Helena Avenue Pump Station, Helena Avenue / Relocation of Distribution Facilities

This purchase order represents relocation of distribution facilities on Helena Avenue Pump Station, Helena Avenue under Capital Improvement Contract 1070 – SXO. BGE owns the distribution facilities and is the only source for this relocation work.

Amount: \$31,049.00
Award Date: 05/07/13

PO 5834 Video Pipe Services Inc – Utilities
Emergency Work / Leaking 48" Sewer Main

This Purchase Order is for emergency work associated with a leaking 48" sewer main.

As indicated in Ed Adam's memo dated March 22, 2013, the vendor provided labor and materials to chemically grout and parge with hydraulic cement a 48" sewer main that was leaking groundwater near the Patapsco Pumping Station.

Amount: \$87,500.00
Award Date: 05/07/13

MA 0287 Motorola Solutions Inc – Office of Information Technology
Purchase, repair and maintenance / 700 and 800 MHz Equipment

This Agreement is for the purchase of various 700/800 MHz equipment, as well as the repair parts and depot maintenance of such subscriber equipment.

As stated in OIT Director Robert R. Stradling's memo dated December 10, 2012, Baltimore County has partnered with Motorola Solutions Inc to facilitate the installation and maintain all aspects of the equipment used on the County's P25 radio communications system.

Motorola Solutions Inc provides the software and the associated hardware necessary to support our P25 radio system. They are intimately familiar with the configuration and proprietary requirements of the system assuring a reliable radio system in the interest of Public Safety.

Due to the magnitude of the estimated expenditures over the five (5) year extension, we are reporting this purchase to Council.

Amount: Estimated \$24,819,882.87, Not to Exceed over the 5-Year Extension
Award Date: 05/07/13

c:



BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: [REDACTED] DATE: 05/13/13
 Administrative Officer

FROM: [REDACTED] Director COUNCIL MEETING
 Office of Budget & Finance DATE: 07/01/13

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

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

MA 2465 KCI Holdings Inc – Office of Information Technology
 Maintenance and Installation of Cabling / ICBN Sites

This contract with KCI Construction Services LLC d/b/a KCI Communications Infrastructure (KCI) is for post-ICBN fiber optic maintenance and installation of other cabling within the Inter-County Broadband Network (ICBN) installation sites.

As indicated in Robert Stradling's memo dated March 13, 2013, KCI is installing fiber optic cable throughout the County under the current ICBN agreement. To ensure consistency and continuity of service, it is in the best interest of the County to enter into an agreement with KCI for post-ICBN fiber optic maintenance and installation of other cabling within the installation sites. Additionally, a significant cost savings to the County can be realized by executing a contract directly with KCI. The approximate loaded price, which includes construction, installation, splicing and materials, is \$12.11 per foot.

The construction and maintenance contract is for a five (5) year term and includes a 15% MBE/WBE participation goal.

Amount: Not to Exceed \$5,000,000.00
 Award Date: 05/13/13

c:





JOHN A. OLSZEWSKI, JR.
County Executive

D'ANDREA L. WALKER
County Administrative Officer

June 3, 2024

Ms. Kelly Madigan
Inspector General
Office of Inspector General
Baltimore County Government
400 Washington Avenue
Towson, Maryland 21204

RE: IG Investigative Report 24-014

Dear Ms. Madigan:

Thank you for submitting the Investigative Report, Case No. 24-014, regarding the implementation of the new computer-aided dispatch (CAD) system. The Administration has reviewed the IG Investigative Report 24-014 and offers the following response and actions.

As mentioned in the report, the Administration was not required to put implementation of the new CAD system out to bid, and it was within its authority to directly award the project to the vendor through an amendment to the Master Agreement in 2022. However, we did fail to notify County Council of the amendments to the agreement in 2017, 2019, and 2022 respectively.

The actions the Administration will take are as follows:

- The Administration will send a letter to County Council notifying them of Amendment No. 2, Amendment No.3, and Amendment No. 4 to the Master Agreement within the next 30 days.
- An updated Red Tag Purchase Orders and Contracts policy will be reissued to all buyers. Furthermore, the Division of Purchasing and Procurement will conduct retraining for all buyers on Thursday, June 13, 2024 to refresh buyers' knowledge of the process and prevent this oversight in the future.
- Please note that personnel actions regarding this investigation were taken, consistent with Baltimore County Human Resources policies.

Thank you for the opportunity to respond and bring this matter to our attention. Please let me know if you have any questions or need further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "D'Andrea L. Walker".

D'Andrea L. Walker
County Administrative Officer

cc: John A. Olszewski Jr., County Executive
Dori Henry, Chief of Staff
James R. Benjamin, Jr., County Attorney
Kevin Reed, Director, Office of Budget and Finance
Rosetta Butler, Chief of Purchasing Services, Office of Budget and Finance
Chris Martin, Acting Director, Office of Information Technology