

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2023**

*Issued: January 26, 2023
Work Session: January 31, 2023
Legislative Day No. 3: February 6, 2023*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

February 6, 2023

NOTES TO THE AGENDA

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**AGENDA
BALTIMORE COUNTY COUNCIL
LEGISLATIVE SESSION 2023, LEGISLATIVE DAY NO. 3
FEBRUARY 6, 2023 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

COUNCIL

- 1 1-23 – Councilmembers Patoka, Marks & Ertel – Bring Your Own Bag Act
- 4 2-23 – Mr. Jones – County Code – Design Review Areas

APPROVAL OF FISCAL MATTERS/CONTRACTS

LAWRENCE RICHARDSON, DEPUTY DIRECTOR, F&A, DEPARTMENT HEALTH & HUMAN SERVICES

- 5 1. Contracts – (2) – Consultant services – Development of health communication campaigns - HHS

MISCELLANEOUS BUSINESS

COUNCIL

- 10 1. Correspondence - (a) (5) - Non-Competitive Awards (January 10, 2023)
- 2. Appointment – Mr. Jones(By Req.) – Acting Chief – Police Department – Dennis J. Delp
- 3. Appointment – Mr. Jones(By Req.) – D’Andrea Walker – Director – Department of Public Works & Transportation
- 4. Appointment – Mr. Jones(By Req.) – Director – Office of Budget and Finance – Kevin D. Reed
- 5. Appointment – Mr. Jones(By Req.) – Director – Department of Economic & Workforce Development – Leonard Howie
- 6. Appointment – Mr. Jones(By Req.) – Director – Department of Aging – Laura Riley
- 7. Appointment – Mr. Jones(By Req.) – Director – Office of Information Technology – Michael G. Fried
- 8. Appointment – Mr. Jones(By Req.) – Acting Director – Department of Recreation and Parks – Robert Smith
- 9. Appointment – Mr. Jones(By Req.) – Director – Department of Corrections – Walt J. Pesterfield

Bill 1-23

Council District(s) All

Councilmembers Patoka, Marks & Ertel

Bring Your Own Bag Act

Bill 1-23 seeks to curtail the use of plastic carryout bags traditionally utilized by retail stores in essentially two ways. First, the bill establishes a general prohibition on retail establishments providing plastic carryout bags to customers. Second, the bill also requires retail establishments to charge a fee for providing customers paper or reusable bags.

The bill defines a “retail establishment” as a store, a food service facility, or any other establishment that provides bags to its customers as a result of the sale of a product. A “plastic carryout bag” means a plastic bag that is provided by a retail establishment to a customer at the point of sale and is not a reusable carryout bag.

Prohibition on Plastic Carryout Bags

Bill 1-23 requires that on or after November 1, 2023, a retail establishment may not provide a plastic carryout bag to a customer. The bill sets forth a list of plastic bags that are not subject to the prohibition, including plastic bags used to:

- package bulk items including fruit, vegetables, nuts, grains, candy, or small hardware items;
- contain or wrap frozen foods, meat, or fish, whether prepackaged or not;
- contain or wrap flowers, potted plants, or other damp items;
- contain unwrapped prepared foods or bakery goods;
- contain garments or dry-cleaned clothes including suits, jackets, and dresses;
- take live fish, insects, mollusks, or crustaceans away from the retail establishment; or
- a plastic bag provided by a food service facility that is necessary to meet food safety and contamination standards.

Minimum Charge for Paper and Reusable Carryout Bags

Bill 1-23 also requires retail establishments to charge at least 10 cents for each paper carryout bag or reusable carryout bag that it provides to a customer. This provision also will take effect November 1, 2023. A “reusable carryout bag” means a bag with stitched handles that is specifically designed and manufactured for multiple reuse and is made of cloth or other washable fabric or a durable material suitable for multiple reuse that is not made of plastic film.

The minimum charge requirement is not a tax. Retail establishments are not required to remit any monies collected under this provision to the County. Also, this requirement does not prevent a retail establishment from charging a fee higher than 10 cents, since in that event, the minimum 10 cent charge requirement will have been met. In addition, the minimum 10 cent charge is not “on top of” any higher amount set by the retail establishment for a paper or reusable carryout bag. The purpose of this provision is to incentivize customers to bring their own reusable carryout bags for purchases, so as not to be charged any fee.

Retail establishments have additional requirements related to the minimum charge provision. Retail establishments must indicate on the customer transaction receipt the number of paper or reusable carryout bags provided by the establishment and the amount charged. Also, retail establishments must post a sign at each point of sale so that it is visible to customers and employees during a transaction and states the charge for each paper carryout bag and reusable carryout bag it provides to a customer.

There are certain restrictions regarding the minimum charge provision to which retail establishments must adhere. Retail establishments may not collect a charge for paper carryout or reusable carryout bags from a customer who uses (for any part of the transaction) State or federal Supplemental Nutrition Assistance Programs (SNAP), the special supplemental food program for women, infants, and children (WIC), or any other food coupons, instruments, or vouchers issued under federal or State food assistance programs. Also, retail establishments may not advertise, hold out, or state to the public or to a customer, directly or indirectly, that reimbursement of any part of the money collected under the minimum charge provision will be assumed or absorbed by the store or refunded to the customer.

Enforcement

The provisions of Bill 1-23 will be enforced by the Department of Permits, Approvals and Inspections (PAI), which must submit an annual report to the County Executive and County Council that includes a list of all enforcement actions.

A retail establishment that violates this Act by providing a plastic carryout bag, not collecting the minimum charge for paper and reusable carryout bags it provides, or not adhering to the aforementioned requirements and restrictions is subject to a civil penalty not exceeding \$500. A monetary penalty may not be imposed unless a retail establishment is first issued a written notice of violation and does not correct the violation within 7 days after receipt of the written notice. Also, a penalty may not be imposed on a retail establishment more than once within a 7-day period. The provision of one or more plastic carryout bags at a single point of sale is a single violation. Also, failure to charge the minimum charge for one or more paper or reusable carryout bags at a single point of sale is a single violation.

The PAI Director or their designee may grant a retail establishment up to two waivers from the requirements of this title for a period of up to 3 months for each waiver if the Director determines that achieving compliance under this title would cause the retail establishment an undue hardship or a practical difficulty not generally applicable to other retail establishments in similar circumstances.

Finally, the bill authorizes PAI to adopt regulations to implement this new title.

The Administration advised that the estimated fiscal impact to PAI is minimal over the long term, and that any potential cost to the County associated with lessening the individual impact of the legislation (e.g., providing free reusable bags) is yet undetermined. The Administration further advised that the proposed legislation could result in fiscal benefits to the County, including reduced damage to recycling center equipment (e.g., due to “tangles” getting caught in the equipment) and improved quality of recycling output.

With the affirmative vote of five members of the County Council, Bill 1-23 shall take effect 14 days from the date of enactment.

Bill 2-23

Council District(s) 4 & 7

Mr. Jones

County Code – Design Review Areas

Bill 2-23 amends the uncodified Section 4 of Bill 82-21 pertaining to the applicability of the bill. Bill 82-21 added Design Review Panel (DRP) review of nonresidential development for the Liberty Road Design Review Area and the Dundalk Commercial Revitalization District. Section 4 of Bill 82-21 set forth an effective date of October 17, 2021 and stated that the bill “shall apply to any development that has not received final approval prior to the effective date of this Act, except that it shall not apply to any development for which an application for a limited exemption has been filed prior to the effective date of this Act.”

Bill 2-23 amends Section 4 of Bill 82-21 to also state that Bill 82-21 shall not apply “to any plans of development for a property approved prior to the effective date of this Act and in which any plans of development for the same property are approved subsequent to the effective date of this Act.”

With the affirmative vote of five members of the County Council, Bill 2-23 shall take effect 14 days from the date of enactment.

FM-1 (2 Contracts)

Council District(s) All

Department of Health and Human Services

Consultant Services – Development of Health Communications Campaigns

The Administration is requesting approval of two contracts, with Gavin Communications, LLC and Channel Communications, Inc., to serve as consultants for the development of public health communications campaigns. Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days. The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 3-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated combined compensation totals \$400,000 for the initial 1-year term and \$2,000,000 for the entire 5-year and 3-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

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

⁽¹⁾ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
⁽²⁾ Estimated combined compensation for the initial 1-year term.
⁽³⁾ Estimated combined compensation for the entire 5-year and 3-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term.

Analysis

The Department advised that the contractors will serve as consultants for the development of public health communications campaigns as it seeks to conduct outreach to convey public health messages and engage the public in health behavior change. The Department also advised that the public health messaging will be related to behavioral health topics such as anti-stigma, risk reduction, and overdose prevention, with the potential to engage in other health topic areas (e.g., maternal and child health, communicable diseases, and health care access). The Department further advised that it receives multiple grant awards from the Maryland Department of Health and the federal Centers for Disease Control and Prevention, and that the grants require proven outreach strategies that deliver content and effective messaging through mediums that reach the target populations.

The contractors will provide the following services as needed:

- Prepare communications strategies that identify the public health issues, including barriers to change and input from targeted audiences;
- Define communications plan(s) based on social and behavior change theory including objectives, work plan, and monitoring and evaluation;
- Create materials based in the evidence and test those materials with appropriate and representative audiences;
- Implement the work plan using tested materials and monitor progress; and
- Evaluate all communication efforts to continually improve effectiveness.

The Department advised that it awarded two contracts based on the anticipated volume of campaigns. The Department further advised that each project/campaign will be assigned to a single contractor based on the contractor's strengths, capabilities, and availability; each contractor will coordinate its activities with the Department's program and communications staff.

Gavin Communications, LLC will charge an hourly rate of \$55 to \$271, depending on the staff (e.g., intern, Research Director) performing the work, plus other fees (e.g., fees on traditional media buy placement; minimum account management and digital management monthly fees). Channel Communications, Inc. will charge a blended hourly rate of \$120, plus other fees and mark-ups (e.g., commission for traditional media placement; mark-up on social and digital media).

Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 3-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated combined compensation totals \$400,000 for the initial 1-year term and \$2,000,000 for the entire 5-year and 3-month term, including the renewal and extension periods. The County may terminate the agreements by providing 30 days prior written notice.

The County awarded the contracts through a competitive procurement process based on qualifications from nine proposals received. According to the procurement documents, there was a 20% M/WBE participation requirement.

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

Executive Summary

Consultant Services for the Development of Public Health Communications Campaigns

The Baltimore County Department of Health, Bureau of Behavioral Health, seeks County Council approval for a contract in the amount of \$400,000 with Gavin Communications, LLC and Channel Communications, Inc., to serve as consultants for the development of public health communications campaigns.

BACKGROUND

The Baltimore County Department of Health (BCDH) is seeking to conduct outreach to convey public health messages effectively and engage the public in health behavior change. The public health messaging will be related to behavioral health topics such as anti-stigma, risk reduction and overdose prevention, with potential to engage other health topic areas such as maternal and child health, communicable disease and health care access. The contracted vendors will adapt the outreach campaign strategies as needed to meet the grant requirements.

PURPOSE

The Baltimore County Department of Health, Bureau of Behavioral Health, Local Behavioral Health Authority seeks County Council approval for a contract with Gavin Communications, LLC and Channel Communications, Inc., to serve as consultants for the development of public health communications campaigns. The vendors will provide the following services:

- Prepare communications strategies that identify the public health issues, including barriers to change and input from targeted audiences
- Define communications plan(s) based on social and behavior change theory including objectives, work plan, and monitoring and evaluation
- Create materials based in the evidence and test those materials with appropriate and representative audiences
- Implement the work plan using tested materials and monitor progress
- Evaluate all communication efforts to continually improve effectiveness


FISCAL

The amount of funds allocated for these contracts is currently \$400,000. The budget code is 200-CC300000-GR-1028. The initial contract term will be one year from the date of establishment of finalized contract with each vendor, with four (4) additional one-year renewal options.

Prepared by: Department of Health and Human Services

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

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

TO: Administrative Officer **DATE:** 1/10/23
FROM: Kevin D. Reed, Director  **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 2/6/23
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:

Award Document

PO 10003955 Noritsu American Corporation

This Purchase Order is for a Noritsu Green IV printer for the Forensic Photography Lab.

As detailed in the 902(f) justification memo signed by Chief Hyatt, this unit replaces a current unit which has reached its end of life. Replacing the Noritsu M-300 with the Noritsu Green IV allows higher resolution images needed for critical comparison work. This system also interfaces with the Veripic photo management system to streamline the transfer of digital images to the printer. The printer is compatible with and shares proprietary technology with the existing Noritsu Green III printer purchased in FY22. Additionally, supplies from the Noritsu Green III are compatible with the Noritsu Green IV. Noritsu is the sole manufacturer of this equipment.

Award Total: \$49,250.00
Award Date: 1/5/23

PO 10004796 Churches For Streets of Hope, Inc.

As detailed in the 902(f) justification memo signed by Edward Blades, this Purchase Order is for a cold weather shelter program. This order for Churches for Streets of Hope, Inc. (CSOH) a local Baltimore County community based nonprofit organization with the unique experience of operating cold weather shelter programs. They are the only organization in Baltimore County willing and able to provide high quality, on-call, overnight, round-the-clock staffing, and support to homeless people at the stand alone shelter provided by the Baltimore County Government.

The Freezing Weather Shelter will operate from November 15, 2022 through April 15, 2023 with the anticipation of providing 100 nights of sheltering services and 25 daytime services due to freezing weather conditions.

Award Total: \$168,540.00
Award Date: 1/5/23

PO 10004815

Franklin Miller, Inc.

As detailed in the 902(f) justification memo signed by D'Andrea L. Walker, Director of Public Works, this Purchase Order provides DPWT to purchase a replacement Taskmaster Titan Grinder from Franklin Miller, Inc. They are the sole supplier for the model TM14052 grinder which is located at Trade Point Atlantic Sparrows Point Location. If this replacement pump is not purchased, it could cause failure and cause sewage backup. In addition, sewage grinder pumps the overflow and could cost tens of thousands of dollars for each overflow per the Consent Decree. The resulting overflows are a health, safety, and environmental hazard to employees and the general public.

Award Total: \$72,474.00

Award Date: 1/10/23

SCON 10001363

Hynes & Waller, Inc.

As detailed in the 902(f) justification memo signed by Joanne Rund, Chief, Fire Department, this Supplier Contract provides Baltimore County Fire Department with the ability to buy washer extractors and dryers which are needed for inventory tracking and cleaning of their turnout gear from Hynes & Waller, Inc. These units were specified by Gipe Associates, a consultant which designed to make the best use of the limited space and many construction challenges of the older fire stations. The UniMac brand also provides Fire-linc Inventory / Tracking Software which is compatible with the Fire Department's future inventory system to meet NFPA Standard 1851-Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 2020 Edition. These instruments are critical to managing the inventory and safety of the fire fighters. The Fire Departments is requesting a five (5) year term for these products.

Total Estimated 5 yr: \$600,000.00

Award Date: 1/10/23

SCON 10001345

Accelerated Technology Laboratories, Inc.

As detailed in the 902(f) justification memo signed by D'Andrea L. Walker, Director of Public Works, this Supplier Contract provides the DPWT to renew it's annual maintenance and service agreement with Accelerated Technology Laboratories, Inc. who is the sole source manufacturer of the Sample Master Pro Laboratory Module that is used for the information management system (LIMS) and the software used to manage the system for the Department of Public Works. ATL has the proprietary software for the continuation of onsite instrument support, training, customization and future upgrades for interfacing of the LIMS Sample Master Pro Modules. This support "Gold Support" is not offered thru resellers and must be purchased from ATL. If this contract is not in place the LIMS information would not be reliable for the testing done by DPWT that is critical to the safety of the County constituents. DPWT is requesting a five (5) year term for these products as stated in the justification provided.

Total Estimated 5 yr: \$36,674.50

Award Date: 1/10/23

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