

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

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*Issued: June 22, 2023  
Reissued: June 27, 2023  
Work Session: June 27, 2023  
Legislative Day No 13: July 3, 2023*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

July 3, 2023

NOTES TO THE AGENDA

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**MISCELLANEOUS BUSINESS**

None

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**AGENDA  
BALTIMORE COUNTY COUNCIL  
LEGISLATIVE SESSION 2023, LEGISLATIVE DAY NO. 13  
July 3, 2023 6:00 P.M.**

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

**Page**

**CALL OF BILLS FOR FINAL READING AND VOTE**

1 **STACY RODGERS, COUNTY ADMINISTRATIVE OFFICER, ADMINISTRATIVE OFFICE**  
Bill 37-23 – Mr. Jones(By Req.) – Board Compensation

4 **RENEE COLEMAN, CHIEF, CLASSIFICATION & COMPENSATION, OFFICE OF HUMAN RESOURCES**  
Bill 38-23 – Mr. Jones(By Req.) – Classification and Compensation Plans - Rules and Regulations  
6 Bill 39-23 – Mr. Jones(By Req.) – Personnel Law of Baltimore County

**COUNCIL**  
8 Bill 40-23 – Cnclmbrs. Young & Patoka – West Baltimore County Redevelopment Authority  
13 Bill 41-23 – Cnclmbrs. Patoka & Marks – Volunteer Fire Length of Service and Award Program-Minimum  
Benefit Payments  
14 Bill 42-23 – Mr. Marks – DPW&T – Monthly Report to County Council on Traffic Projects  
15 Bill 43-23 – Mr. Marks – The Fire Prevention Code of Baltimore County

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

16 **ACTING COLONEL CHRISTOPHER KELLY, POLICE DEPARTMENT**  
1. Contract – Vislink, LLC – Preventative maintenance/support – Helicopter Downlink System-PD

19 **JOY SCHAEFER, DEPARTMENT OF PERMITS, APPROVALS & INSPECTIONS**  
2. Contracts – (5) – Mowing, trimming & related clean-up services - PAI

24 **JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW**  
3. Contracts – (2) – Court reporting services - OOL

28 **D'ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**  
4. Contract – Paradigm Software, LLC – Software/hardware support and maintenance-Compuweigh-DPWT

~~WITHDRAWN~~ **RUIE LAVOIE, DIRECTOR, BOARD OF ELECTIONS**  
~~5. Contracts – (2) – Security guard services – Primary and General elections-BOE~~

34 **DR. JENNIFER LYNCH, DIRECTOR, DEPARTMENT OF ECONOMIC & WORKFORCE DEVELOPMENT**  
6. Contract – Community College of Baltimore County – Adult Basic Literacy skills/services-DEWD

38 **STEVE LAFFERTY, DIRECTOR, DEPARTMENT OF PLANNING**  
7. Contract of Sale – Argye Elizabeth Hillis Trupe – Acquisition-Conservation Easement. – 13541 Longnecker  
Road, 21136-Rural Legacy-DOP

42 **THOMAS JOSEPH, FISCAL OFFICER, DEPARTMENT OF AGING**  
**LAURA RILEY, DIRECTOR, DEPARTMENT OF AGING**  
8. Contract – Charm City Run Events, LLC – Race management/timing services – Dept. of Aging 5k/1 mile  
walk event-AGING

**APPROVAL OF FISCAL MATTERS/CONTRACTS (cont.)**

**KEVIN REED, DIRECTOR, OFFICE OF BUDGET AND FINANCE**

46 9. Contract – Language Line Services, Inc. – Translation/interpretation services - OBF

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

\* 10. Contracts – (9) – Prevention, detection and treatment services for cancer-HHS

**NANCY CARVER, DEP. CHIEF, EMPLOYEE TRAINING & DEVELOPMENT, OFFICE OF HUMAN RESOURCES**  
**COREY BAKER, CHIEF, EMPLOYEE TRAINING & DEVELOPMENT, OFFICE OF HUMAN RESOURCES**

50 11. Contract – Alta Language Services, Inc. – Testing services – Certified multilingual translator-OHR

**DANIELLE KNATZ, BUREAU CHIEF, FIRE DEPARTMENT**

54 12. Contract – Stryker Sales, LLC – Annual on-site preventative maintenance-44 Lucas 3 Mechanical CPR devices-FIRE

**DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT**

57 13. Contract – (4) – Custodial/day porter services - PM

61 14. Purchase Order – Building Concepts, LLC – Installation of masonry/concrete – COVID-19 Memorial –Lake Roland-PM

64 15. Contract – Caplan Brothers, Inc. – Glass replacement/repair services – Public Safety Building - PM

67 16. Contracts – (2) – Fencing services - PM

**FAITH THOMAS, CHIEF, REAL ESTATE COMPLIANCE**

71 17. Contract of Sale – Lorraine V. Carrington-DeCruise – 6507 Windsor Mill Rd., 21207 – Windsor Mill Project-REC

71 18. Contract of Sale – Najjaa B. Muhammad – 6740 Windsor Mill Road, 21207 – Windsor Mill Project-REC

71 19. Contract of Sale –Wambua Kioko – 6713 Windsor Mill Road, 21207 – Windsor Mill Project-REC

77 20. Contract of Sale – William Mannino, LLC – 8108 Beachwood Rd., 21222-Fischer Road Relief/ Replacement-REC

77 21. Contract of Sale – William Mannino, LLC – 4010 Old North Point Rd., 21222-Fischer Road Relief/ Replacement-REC

**MICHAEL FRIED, DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY**

~~WITHDRAWN 22. Agreement – State of MD Dept of Information Technology, Consulting & Technical Service + (CATS+) contract program-OIT~~

**MISCELLANEOUS BUSINESS**

**COUNCIL**

83 1. Correspondence - (a) (10) - Non-Competitive Awards (May 9, 2023)

2. Reappointment – Mr. Jones(By Req.) – Police Accountability Board – Renee Streib

3. Reappointment – Mr. Jones(By Req.) – Baltimore County Ethics Commission – Cindy Leppert

4. Reappointment – Mr. Jones(By Req.) – Baltimore County Revenue Authority – Thomas J. Peddicord, Jr.

5. Res. 18-23 – Mr. Marks – Property Tax Exemption – BLIND – Steven Ostrowski

\* Pending

Bill 37-23

Council District(s) All

Mr. Jones (By Req.)

Administrative Office

Board Compensation

Bill 37-23 establishes annual compensation for certain boards and commissions. Specifically, the bill establishes that the Chair and members of the Planning Board and Police Accountability Board as well as members of the Administrative Charging Committee may receive annual compensation. Also, members of a Trial Board shall receive daily compensation. Currently, no members of these bodies may receive compensation.

The compensation for each position is as follows:

Position	Minimum	Maximum
Member, Administrative Charging Committee	\$4,000	\$7,500
Member, Planning Board	\$15,000	\$20,000
Chair, Planning Board	\$20,000	\$20,000
Member, Police Accountability Board	\$4,000	\$7,500
Chair, Police Accountability Board	\$7,500	\$7,500
Member, Trial Board	\$50/Day	\$50/Day

With the affirmative vote of five members of the County Council, Bill 37-23 will take effect July 3, 2023 and shall be construed to apply retroactively to July 1, 2023.

Upon request, the Office of Budget and Finance provided the following fiscal impact statement:

Fiscal Impact of Bill 8-37						
Position	Minimum	Maximum	# of members	min	max	Funds included in FY 2024 Budget?
MEMBER, PLANNING BOARD	\$15,000	\$20,000	14	\$210,000	\$280,000	No
CHAIR, PLANNING BOARD	\$20,000	\$20,000	1	\$20,000	\$20,000	No
MEMBER, POLICE ACCOUNTABILITY BOARD	\$4,000	\$7,500	8	\$32,000	\$60,000	Yes - \$37,000 total for Police Accountability Board or \$32,000 for 8 members at \$4,000 and \$5,000 for 1 Chair. This budget is in Admin CC070101
CHAIR, POLICE ACCOUNTABILITY BOARD	\$7,500	\$7,500	1	\$7,500	\$7,500	Yes - \$37,000 total for Police Accountability Board or \$32,000 for 8 members at \$4,000 and \$5,000 for 1 Chair. This budget is in Admin CC070101
MEMBER, TRIAL BOARD	\$50/DAY	\$50/DAY	3	\$0	\$0	None for FY 2024. It was determined by the time anything came to the trial board we would be past FY 2024.
				\$269,500	\$367,500	
ADMINISTRATIVE CHARGING COMMITTEE	\$4,000	\$7,500	6	\$24,000	\$45,000	Yes - \$37,500 total for 5 members at \$6,000 and 1 chair at \$7,500. This budget is in Admin CC070101
Total				\$ 293,500	\$ 412,500	
				Amount Budgeted	\$ (74,500)	
				Not directly funded in FY 24 budget	219,000	

The Office further advised that at the proposed minimum compensation level, “it will require the involved agencies to manage their budget through turnover and other expense reduction strategies to land within their budgeted appropriations for this and the other potential “incurred expenses” (which we assume will be fairly minimal). With the nature of their employment we are not considering them eligible for earning retirement credit.”

County Code, § 5-1-105, requires that “for any cost of living adjustment or other employee salary scale adjustments proposed in the annual expense budget or for any personnel or retirement-related legislation submitted to the county council, the director of the office of budget and finance shall attach a statement to the budget bill or other legislation on the date the bill is introduced that contains the following:

- (1) The full annualized salary cost of the adjustment, by Fund and Department;
- (2) Any secondary or other costs, by Fund and Department, for each fiscal year over the full actuarial amortization period for each associated actuarial accrued liability, including the resulting estimated increase to the actuarially determined employer contribution to the Employees' Retirement System; and
- (3) The total impact on the actuarial accrued liability of the Employees' Retirement System, by employee group, as determined by the County's actuary.”

The Office of Budget and Finance previously advised that the timing element of the aforementioned section of the County Code poses compliance difficulties in terms of receiving the necessary information from the County's Retirement System actuary.



**Bill 38-23**

**Council District(s) All**

**Mr. Jones (By Req.)**

**Office of Human Resources**

**Classification and Compensation Plans – Rules and Regulations**

Bill 38-23 amends certain regulations in Section IV of the County’s Classification and Compensation Plans. Specifically, the bill amends or adds the following regulations:

- Regulation 6.01 regarding acting capacity pay, promotions to a class with a higher pay grade, and beginning rates of compensation for internal candidate promotions;
- Regulation 10.02 regarding higher class substitution pay;
- Regulation 24.02 regarding acting pay for non-merit employees; and
- Regulation 24.03 regarding promotions for non-merit employees.

According to the County’s Retirement System actuary (in an analysis dated June 14, 2023), the following table shows the current and proposed policies for pay increases due to promotions:

Promotion	Current Policy	New Policy
One grade increase	Receive one step (equivalent to 5% increase)	Receive two steps (equivalent to 10% increase)
Two grade increases or more	Receive two steps (equivalent to 10% increase)	Receive three steps (equivalent to 15% increase)
One grade increase promoted to Pay Schedule XII	Receive two steps (equivalent to 10% increase)	Receive three steps (equivalent to 15% increase)
Two grade increases or more promoted to Pay Schedule XII	Receive three steps (equivalent to 15% increase)	Receive four steps (equivalent to 20% increase)

The actuarial analysis anticipates a 5% additional pay increase for each promotion as a result of this proposed legislation; however, because data were not available on specific patterns of promotions, the analysis estimates that the change would add 1% per year to merit increases under age 50 (assuming promotions on average every 5 years) and would add 0.5% per year to merit increases for ages 50 and older (assuming promotions every 10 years). The resulting

estimated fiscal impact of the proposed legislation on employer retirement-related costs associated with merit promotions totals between \$4 million and \$15 million per year. The actuarial analysis excludes consideration of retirement-related costs associated with non-merit promotions. Further, the Office of Budget and Finance did not provide an analysis of the extent to which the FY 2024 budget incorporates the salary expenses associated with this proposed legislation.

County Code, § 5-1-105, requires that “for any cost of living adjustment or other employee salary scale adjustments proposed in the annual expense budget or for any personnel or retirement-related legislation submitted to the county council, the director of the office of budget and finance shall attach a statement to the budget bill or other legislation on the date the bill is introduced that contains the following:

- (1) The full annualized salary cost of the adjustment, by Fund and Department;
- (2) Any secondary or other costs, by Fund and Department, for each fiscal year over the full actuarial amortization period for each associated actuarial accrued liability, including the resulting estimated increase to the actuarially determined employer contribution to the Employees' Retirement System; and
- (3) The total impact on the actuarial accrued liability of the Employees' Retirement System, by employee group, as determined by the County's actuary.”

As noted, the actuarial analysis excludes consideration of retirement-related costs associated with non-merit promotions, and the Office of Budget and Finance did not provide an analysis of the extent to which the FY 2024 budget incorporates the salary expenses associated with this proposed legislation; these situations may constitute violations of the aforementioned section of the County Code.

With the affirmative vote of five members of the County Council, Bill 38-23 will take effect July 3, 2023 and shall be construed to apply retroactively to July 1, 2023.

Bill 39-23

Council District(s) All

Mr. Jones (By Req.)

Office of Human Resources

Personnel Law of Baltimore County

Bill 39-23 implements the changes to the Classification and Compensation Plan as recommended by the Personnel and Salary Advisory Board or required as a result of labor negotiations for FY 2024. The bill also states that the County Executive has approved the recommendations.

Section 1 of the bill provides that Pay Schedules VI-P, VII, and VIII of the Standard Salary Grades for Classified employees are amended effective July 1, 2023. Schedule VI-P is adjusted to increase the pay schedule by 3%, add a 13 year longevity, and add Grade 37. Schedules VII and VIII are adjusted to increase the pay schedules by 2%. Section 2 of the bill provides that Pay Schedules VII and VIII of the Standard Salary Grades for Classified employees are amended to adjust the pay schedules by 2% on January 1, 2024.

Section 3 of the bill amends pay grades for ten positions (seven on Pay Schedule VI-P and three on Pay Schedule XII) in Section II, Classification and Compensation Plan, effective July 1, 2023 (increasing pay grades for Correctional Classification Officer Supervisor, Correctional Captain, Correctional Dietary Captain, Correctional Major, Deputy Sheriff Major, Chief Deputy Sheriff, and Undersheriff, and the Chief of Recreation and Parks Capital Planning and Development each by 1 grade, and increasing pay grades for HR Analyst IV, and Chief, Emergency Communications Center each by 2 grades).

County Code, § 5-1-105, requires that “for any cost of living adjustment or other employee salary scale adjustments proposed in the annual expense budget or for any personnel or retirement related legislation submitted to the county council, the director of the office of budget and finance shall attach a statement to the budget bill or other legislation on the date the bill is introduced that contains the following:

- (1) The full annualized salary cost of the adjustment, by Fund and Department;
- (2) Any secondary or other costs, by Fund and Department, for each fiscal year over the full actuarial amortization period for each associated actuarial accrued liability, including the resulting estimated increase to the actuarially determined employer contribution to the Employees' Retirement System; and
- (3) The total impact on the actuarial accrued liability of the Employees' Retirement System, by employee group, as determined by the County's actuary.”

The Office of Budget and Finance advised that the FY 2024 budget reflects nearly the full salary cost impact of Bill 39-23 (all but \$63,357) and provided an actuarial analysis (dated June 14, 2023) that was not specific to the positions affected by Bill 39-23. These situations may constitute violations of the aforementioned section of the County Code, because a specific fiscal impact of the salary and retirement-related costs associated with Bill 39-23 has not been made available.

With the affirmative vote of five members of the County Council, Bill 39-23 will take effect July 3, 2023 and shall be construed to apply retroactively to July 1, 2023.

Bill 40-23

Council District(s) 1, 2, & 4

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**Councilmembers Young and Patoka**

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**West Baltimore County Redevelopment Authority**

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Bill 40-23 establishes a quasi-governmental entity, known as the West Baltimore County Redevelopment Authority (the “Authority”), to facilitate development, redevelopment, and economic revitalization in southwest Baltimore County. This entity would be the County’s second independent authority, after the Revenue Authority.

Generally, redevelopment authorities or economic development corporations exist to perform public functions that a jurisdiction could perform itself, but may wish to delegate to an outside entity or authority. Such entities will often undertake projects that are entrepreneurial in nature and intersect with the private sector in ways that would strain public resources and personnel. These entities also take on day-to-day management operations, given the untraditional nature of the enterprise. Several other Maryland jurisdictions have redevelopment authorities or economic development corporations, including Montgomery, Prince George’s, Anne Arundel, and Howard Counties, as well as Baltimore City.

**SB 557 – State Enabling Legislation**

In 2022, the General Assembly passed SB 557 enabling the County to establish an independent corporate entity by local legislation for the purpose of revitalizing certain areas in the County in need of development or redevelopment. Among other provisions, SB 557 expressly prohibits the County from delegating any eminent domain power to the Authority. SB 557 defines the boundaries of the Authority as south of Liberty Road, north of Route 40, and east of Rolling Road to the County-City line (the “Authority area”). These boundaries are also shown on the map attached as Exhibit A. The boundaries encompass portions of Council Districts 1, 2, and 4 as well as State legislative districts 10 and 44B.

**Membership and Officers**

The Authority shall consist of 9 ex officio (generally non-voting) members and 11 public (voting) members. The 9 ex officio members consist of State and County elected officials whose districts include a portion of the Authority area; the County Administrative Officer (CAO); and one member

appointed by the County Executive. The 11 public members will be chosen from a slate of nominees submitted to the County Executive by the ex officio members. Ex officio members must make a good faith effort to consider nominees that reside in the Authority area. Public members must reside within Council Districts 1, 2, or 4 and may not serve more than 2 consecutive 4-year terms. Public members shall be entitled to, at minimum, a reasonable stipend for relevant expenses, including travel and childcare.

The Authority will have the power to hire officers as well as employees or agents as necessary. Specifically, the Authority may appoint an Executive Director, Secretary-Treasurer, and General Counsel. Until the Authority appoints these officers, the CAO, Director of the Office of Budget and Finance, and County Attorney will serve as the respective officers.

Annually, the Authority's members and officers shall complete ethics training required by County Code, Section 7-1-203, and file required financial disclosure statements.

#### Authority Powers

In accordance with the powers granted to the County under SB 557, Bill 40-23 delegates the following powers from the County to the Authority for the purpose of residential, commercial, or industrial development or redevelopment, including comprehensive renovation or rehabilitation of the land or property:

- The power to acquire land or property within the Authority area by purchase, lease, gift, or any other legal means; and
- The power to sell, lease, convey, transfer, or otherwise dispose of any land or property, to any private, public, or quasi-public corporation, partnership, association, person, or other legal entity.

As mentioned above, SB 557 expressly states, "The County may not delegate the power of eminent domain to the Authority." Bill 40-23 also expressly states that, in accordance with State law, "the County may not delegate the power of eminent domain to the Authority."

SB 557 directly grants the Authority certain powers (which Bill 40-23 also permits) to lease (as a lessee or lessor), mortgage, or otherwise pledge or encumber any property, real, personal, or mixed, tangible or intangible, or any interest therein, of the Authority or acquired by the Authority.

Last, SB 557 grants and Bill 40-23 delegates several related powers, as follows:

- The power to accept grants from, make loans to, and enter into contracts with any federal, State, or local agency or any private entity or party;
- The power to establish, impose, and collect tolls, rates, rentals, fees, and charges relating to the Authority's undertakings and property; and
- The power to issue bonds (which may not constitute a debt of the County) in order to finance or refinance, in whole or in part, the cost of acquisition, development, or redevelopment, including the comprehensive renovation or rehabilitation, of land or property for residential, commercial, or industrial purposes.

#### Operating and Capital Budget

SB 557 permits the County to establish budgetary and financial procedures for the Authority. Accordingly, Bill 40-23 requires the Authority to prepare and submit a proposed operating and capital budget for each fiscal year to the County Executive and County Council for comments and recommendations. The FY 2024 capital budget includes \$500 thousand specifically earmarked for the Authority (\$250 thousand each in County PAYGO and State Aid).

#### Capital Improvement Plan and Projects

Bill 40-23 also requires the Authority to establish a Capital Improvement Plan that consists of all capital projects the Authority approves. Capital projects may not commence without prior authorization of the County Executive and County Council. Prior to undertaking any project, the Authority must conduct a community meeting to review the scope and vision of said project. The following parties must be notified:

- The County Council, with particular notice to the Councilmember in whose district the property/project sits;
- The adjoining property owners; and
- The departments, agencies, and organizations which the Authority reasonably believes may have an interest in the project.

#### Reporting

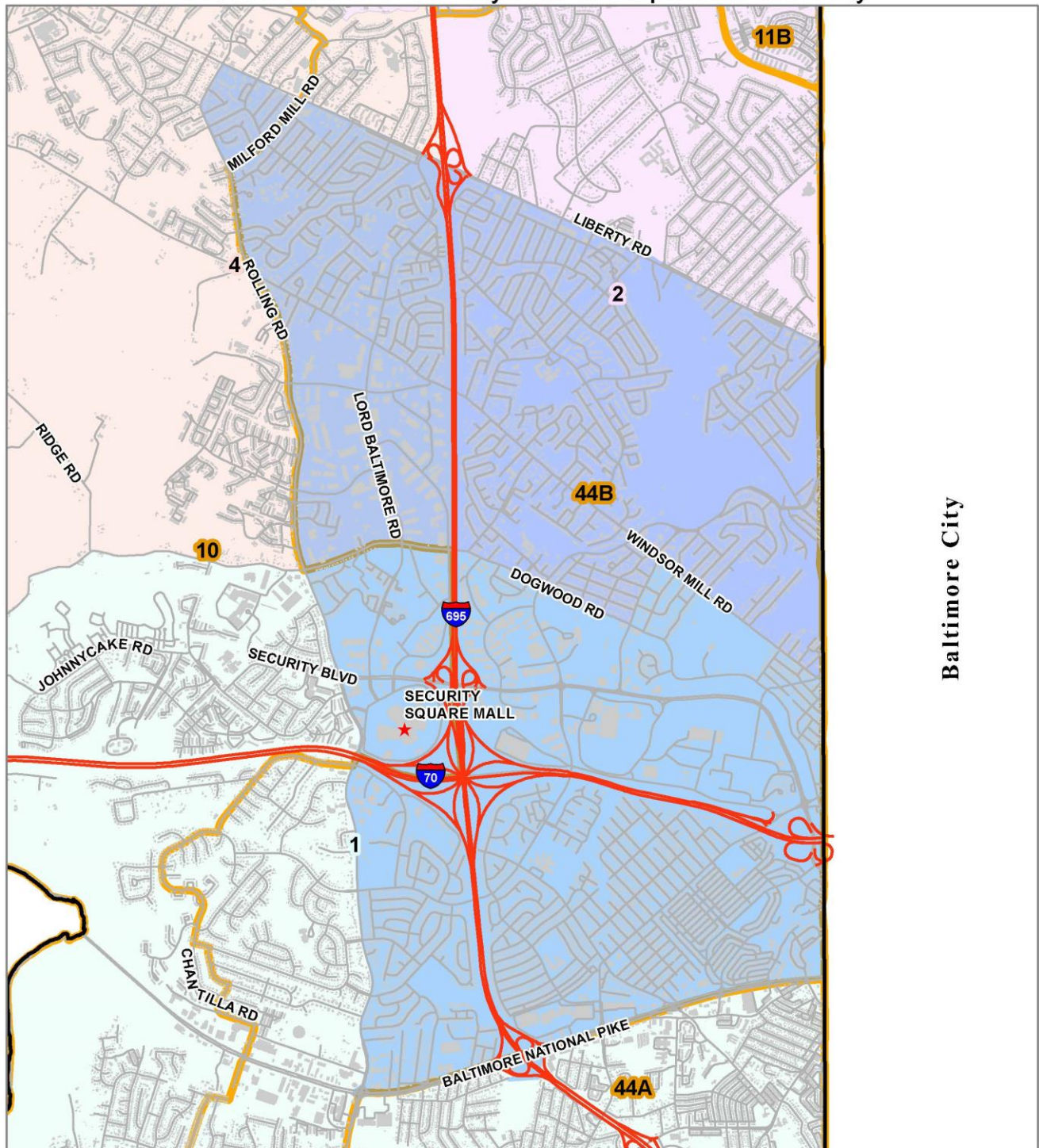
The Authority will issue an annual progress report to the general public that includes: the completion of any major projects; details on upcoming projects; descriptions of public participation; and community benefits from Authority initiatives.

The Authority will submit an annual financial statement to the County Executive and County Council.

With the affirmative vote of the majority of the County Council, Bill 40-23 will take effect 45 days after its enactment.



# West Baltimore County Redevelopment Authority



Baltimore City



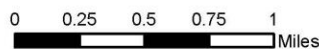
Redevelopment Authority Boundary shown as described in Bill 40-23 on June 5, 2023

Produced by Baltimore County Office of Information Technology - GIS Services  
North American Datum 1983 HARN, U.S. Survey Foot

Published June 20, 2023



1 in = 1 miles



### Legend

- Redevelopment Authority Boundary
- Council District 1
- Council District 2
- Council District 4
- State Legislative Districts

Bill 41-23

Council District(s) All

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**Councilmembers Patoka & Marks**

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**Volunteer Fire Length of Service and Award Program –  
Minimum Benefit Payments**

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Bill 41-23 amends the minimum benefit payment a member of the Volunteer Fire Length of Service and Award Program (“LOSAP”) may receive. Generally, LOSAP is a program to financially assist volunteer members of a County volunteer fire, ambulance, rehabilitation, or rescue company upon their successful completion of at least 25 years of creditable service in good standing.

Generally, the Baltimore County Volunteer Firefighter’s Association administers LOSAP, including tracking volunteer members and their eligibility. However, the Baltimore County Fire Department’s budget funds LOSAP. Among other provisions, the County Code requires that each year:

- the Association submit to the Fire Chief the names of members who are eligible to receive LOSAP benefit payments, specifying the number of months for which each will be eligible for benefit payments during that year; and
- the Fire Department submit with its budget a request for funds to pay to the Association an amount sufficient to pay those members who are eligible or will become eligible to receive LOSAP benefit payments and provide for the administration of the program.

Currently, a member eligible to receive LOSAP benefit payments shall receive a payment of at least \$100 per month for life. Bill 41-23 increases this minimum amount to \$300 per month for life. The Administration has advised that the Fire Department’s budget for FY 2023 and FY 2024 already account for a minimum benefit of \$300 per month.

With the affirmative vote of five members of the County Council, Bill 41-23 will take effect 14 days after its enactment.

Bill 42-23

Council District(s) All

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**Mr. Marks**

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**DPW&T – Monthly Report to County Council on Traffic Projects**

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Bill 42-23 requires the Department of Public Works and Transportation to provide the County Council with an annual report and a monthly report related to traffic projects.

Specifically, the bill requires an annual report be provided to the Council no later than June 1 of each year with a preliminary list of all road resurfacing projects the Department reasonably anticipates will begin in the following 12 months.

The bill also requires the Department to provide a monthly report to the Council no later than the first day of each month that details all projects that are expected to impact traffic in the County within the next 45 days. The monthly report must include:

- the location of each project, organized by Councilmanic district;
- the nature and scope of each project;
- the problem that necessitates each project;
- the expected start and end date for each project; and
- if applicable, the nature and scope of any coordination efforts between the Department and public safety agencies.

Last, if the Council has not received either the monthly report or the annual report by the tenth day of the month for which it is to be provided, the DPW&T Director must appear before the Council at its next regularly scheduled legislative session to provide the required details of the report.

With the affirmative vote of five members of the County Council, Bill 42-23 will take effect 14 days after its enactment.

**Bill 43-23**

**Council District(s) All**

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**Mr. Marks**

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**The Fire Prevention Code of Baltimore County**

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Bill 43-23 amends a rule in Chapter 13 of the Baltimore County Fire Prevention Code, as adopted by Bill 14-21, regarding Fire Protection Systems.

Specifically, the bill amends section 1:13.3.3.2.27.6 that governs speculative warehouse automatic sprinkler system designs. The bill adds an exception for an historic building (defined as a building on the National Register of Historic Places or a building for which the Maryland Historical Trust has a deed of easement) that is at least 500,000 square feet in size. However, where sprinkler protection is required by other sections of the Baltimore County Fire Prevention Code, an NFPA (National Fire Protection Association) 13 compliant system must be provided based on proposed tenant occupancy and hazard.

With the affirmative vote of five members of the County Council, Bill 43-23 will take effect 14 days after its enactment.

**FM-1 (Contract)**

**Council District(s) All**

**Police Department**

**Preventative Maintenance/Support – Helicopter Downlink System**

The Administration is requesting approval of a contract with Vislink, LLC to provide annual preventative maintenance and support for the County’s three Helicopter Downlink Systems, following the one year of maintenance and support that is included with the equipment purchase. The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods. The contract also provides that the effective date of each annual maintenance period will be based upon the date of the County’s final acceptance of the Helicopter Downlink Systems, and subsequently, the expiration of the one year of maintenance and support that is included with the equipment purchase; the County reserves the right to adjust the expiration date of the proposed contract to coincide with the expiration of the annual maintenance and support periods. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$198,434 for the entire 5-year term, including the renewal periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 198,434	<sup>(1)</sup> Capital Projects Fund (Enhanced Productivity Thru Technology project). <sup>(2)</sup> Maximum compensation for the entire 5-year term, including the renewal periods. The contract does not specify a maximum compensation for the initial 1-year term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 198,434 <sup>(2)</sup>	

**Analysis**

The contractor will provide annual preventative maintenance and support for the County’s three Helicopter Downlink Systems to be installed in the County’s helicopters. Each Helicopter

Downlink System allows for the real-time transmission of airborne images and video to various receiving sites throughout the County, creating a unified network that enables first responders to efficiently communicate with one another. The Department advised that the County is purchasing the Helicopter Downlink Systems from the contractor for \$841,300; the purchase price includes one year of maintenance and support at no additional cost. The proposed contract provides five years of additional preventative maintenance and support for an annual cost of \$39,687. The contractor will provide 24-hour telephone and on-site technical support, break/fix coverage, as well as on-site preventative maintenance for a total of 25 days during the 5-year term.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. The contract also provides that the effective date of each annual period will be based upon the date of the County's final acceptance of the systems, and subsequently, the expiration of the one year of maintenance and support that is included with the equipment purchase; the County reserves the right to adjust the expiration date of the proposed contract to coincide with the expiration of the annual maintenance and support periods. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$198,434 for the entire 5-year term, including the renewal periods. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process based on qualifications from three proposals received. According to the bid documents, there is not an M/WBE participation requirement.

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

## **EXECUTIVE SUMMARY**

### Maintenance of Helicopter Downlink System

#### The Project

The scope of services under the agreement is for Vislink, LLC to provide maintenance and support for the Helicopter Downlink System, purchased under PO-10002489, \$841,300.00. The purchase order covered the hardware and installation costs for the equipment. Vislink also is providing one (1) year of maintenance and support for the equipment at no charge. This five (5) year maintenance and support agreement will commence at the end of that period.

The total compensation may not exceed \$198,433.65 for the entire term of the agreement, including all renewals.

Prepared by: Police Department

**FM-2 (5 Contracts)**

**Council District(s) All**

**Department of Permits, Approvals & Inspections**

**Mowing, Trimming & Related Clean-up Services**

The Administration is requesting approval of five contracts to provide mowing, trimming, and related clean-up services for derelict buildings and vacant lots throughout the County as needed. The five contractors are: Bry’s Lawn Care and Landscaping, LLC; Classic Lawn and Landscape, Inc.; Crusse Construction, LLC; Gonce Enterprises, Inc.; and Grass Roots Landscaping Co., LLC. 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 120 days. The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation for the five contractors combined totals \$1,875,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 1,875,000	<sup>(1)</sup> Neglected Property Community Fund. <sup>(2)</sup> Estimated compensation for the five contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 1,875,000 <sup>(2)</sup>	



### Analysis

The contractors will provide all labor, supervision, tools, equipment, vehicles, fuel, transportation costs, portable power sources, tipping fees, and related items required to perform mowing, trimming, and clean-up services at derelict buildings and vacant lots throughout the County as needed. The clean-up services include mowing grass, trimming bushes, and trimming along buildings and sidewalks; raking and removing all cutting and mowing debris; and removing and disposing trash, litter, and yard waste. The Department advised that clean-up services are complaint-driven and that the number of service calls varies year-to-year. The Department further advised that it generated 571 work orders in FY 2022 and 492 work orders in FY 2023 (through June 15, 2023).

Rates for services range from \$55 to \$180 per acre for grass mowing (3 inches or less in height), \$90 to \$274 per acre for raking and removing grass and mowing debris, and \$85 to \$400 per acre for mowing brush and vines, depending on the contractor. Hourly labor rates range from \$35 to \$60 for trimming bushes and related debris removal and \$47 to \$110 for litter removal, depending on the contractor. The contractors will charge the County a \$50 emergency rush fee and a \$90 mobilization fee; additional charges for chemical applications will apply. The contractors must report to the work site within 24 hours and the work must be completed within three working days; in the event of an emergency, the designated contractor must physically report to the work site within 24 hours and complete all work in accordance with a schedule agreed upon between the contractor and the Department. The Department advised that work will be assigned to the contractors based on certain factors including availability, performance, cost, etc. The Department further advised that it reserves the right to request proposals from more than one contractor and that it typically requests these proposals for larger jobs.

The Department advised that the contractors' costs will be assessed against the property owner. If the property owner does not pay the costs within 30 days of billing, then the County will place a lien on the property.

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 120 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 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire

contract term. The Department advised that estimated compensation for the five contractors combined totals \$1,875,000 for the entire 5-year and 4-month term, including the renewal and extension periods.

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

The County awarded the contracts through a competitive procurement process based on low bid from 6 bids received. According to the bid documents, there is a 20% M/WBE participation requirement.

As noted, the compensation for the contracts will be paid from the Neglected Property Community Fund, which was established via Bill 43-21, approved by the Council on May 27, 2021. The Fund provides financial assistance to residents and business owners who are unable to pay for the cost of bringing their properties into compliance with the County Code. The Fund receives monies from any realty liens and accrued interest assessed and collected against properties for non-payment of a civil penalty for code enforcement non-compliance and from any other sources provided/designated by the County. The FY 2024 budget for the Fund totals \$1.5 million.

On November 1, 2021, the Council approved five 5-year and 4-month contracts not to exceed \$1,875,000 combined with the following contractors to provide mowing/trimming and clean-up services (including junk/trash removal, boarding windows and doors, draining pool water, and tarping roofs) for derelict buildings and vacant lots: Down & Dirty Make Ready Lawn Care, LLC; First Potomac Environmental Corporation, Inc.; HF Huber & Son, LLC; MSP Superior Services, Inc.; and P2 Cleaning Services, LLC. The Department advised that as of June 15, 2023, encumbrances/expenditures under these contracts totaled \$179,241: \$25,000 to Down & Dirty; \$13,405 to HF Huber; \$25,000 to MSP; and \$115,836 to P2 Cleaning (no expenditures were made to First Potomac).

On September 17, 2018, the Council approved four 5-year and 4-month contracts not to exceed \$2.9 million combined with the following contractors to provide mowing/trimming and clean-up services for derelict buildings and vacant lots: HF Huber and Son, LLC; Marathon Resource

Management Group, LLC; Evergreen Landscape and Design Corporation; and National Center on Institutions and Alternatives. The contracts expire August 30, 2023. The Department advised that as of June 15, 2023, encumbrances/expenditures under the contracts totaled \$102,839 to HF Huber (no expenditures were made to the other contractors). The Department also advised that HF Huber provides two crews to perform this work, one under the 2018 contract and one under the 2021 contract.

The Department advised that the County currently has 2 other contracts with Bry's Lawn Care and Landscaping; 7 other contracts with Classic Lawn & Landscape; 1 other contract with Crusse Construction; and 1 other contract with Gonce Enterprises.

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**

Permits, Approvals and Inspections requests approval of five (5) Derelict Property Clean-Up contracts for grass cutting and related clean-up. The contractors shall perform various types of building and vacant lot mowing and trimming services as directed by the Code Enforcement and Inspection Program. The contractors shall furnish all necessary labor, tools, equipment, vehicles, fuel, supervision, transportation costs, portable power source and all other incidentals needed to complete the work as directed. The work shall be performed in accordance with these specifications and any other requirements. The contracts shall be effective when executed by the County and continue for one (1) year. The County reserves the right to renew the agreements for four (4) additional, consecutive, one-year renewals on the same terms and conditions. Upon approval, the total compensation paid to the contractors shall not exceed the County Council approved appropriation during the entire term of the agreements including renewals. The contracts will be funded from the Neglected Property Community Revolving Fund and will enhance our ability to utilize these funds to bring neglected properties into compliance during our busy mowing season.

Prepared by: Department of Permits, Approvals and Inspections

FM-3 (2 Contracts)

Council District(s) All

## Office of Law

## Court Reporting Services

The Administration is requesting approval of two contracts, with MS Reporting, LLC, dba Irwin Reporting and CRC Holdings, Inc., dba CRC Salomon, Inc., to provide court reporting services on an as-needed basis. 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 120 days. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$70,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

## Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County <sup>(1)</sup>	\$ 70,000	(1) General Liability Fund.
State	--	(2) Maximum compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.
Federal	--	
Other	--	
<b>Total</b>	<b>\$ 70,000</b> <sup>(2)</sup>	

## Analysis

The contractors will provide all time, material, labor, and incidentals necessary to perform court reporting services on an as-needed basis including after hours, weekends, and holidays. The court reporters will take verbatim records at hearings, depositions, and various other meetings as required; the contractors will ensure that all information is maintained in a safe and secure

manner. The Office advised that hearings and depositions may involve various County government locations and departments (e.g., Office of Law, Board of Appeals, Office of People's Counsel).

Each contract establishes unit prices to be charged for specific services (e.g., transcripts, copies, videography). The Office advised that it intends to assign work equally between the two contractors, depending on the contractors' availability.

Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods 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. Compensation for both contractors combined may not exceed \$70,000 for the entire 5-year and 4-month term, including the renewal and extension periods.

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

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

On February 5, 2018, the Council approved four similar 5-year and 4-month contracts (which commenced July 1, 2017) with the two proposed contractors plus Capital Reporting Company and A&A Court Reporting, Inc. not to exceed \$200,000 combined. According to the County's financial system, expenditures under the contracts totaled \$62,371: \$47,019 to MS Reporting, LLC and \$15,352 to CRC Holdings, Inc.; there were no expenditures to Capital Reporting Company nor A&A Court Reporting, Inc. The contracts expired June 30, 2022. The Office advised that since the contracts' expiration, the County has expended a total of \$11,673: \$8,166 to CRC Holdings, Inc. and \$3,507 to MS Reporting, LLC.

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

## **EXECUTIVE SUMMARY**

The awarded Contractors shall provide all time, material and incidentals required to perform Court Reporting Services, on an as needed basis, at the pricing schedule set forth in each proposal response. Hearings and depositions may be located at various County government locations. Court Reporting Services may be needed in several departments within the County, such as the Office of Budget and Finance- General Liability, Board of Appeals, the Office of People's Counsel, the Office of Law, the Liquor Board, or in any other department where the need may arise.

The initial term of the Agreements is one (1) year, reserving the right to renew for four (4) additional one-year renewal options. Funds will be encumbered each fiscal year by the respective agencies as needed. In no event shall the combined sum of compensation paid to both contractors exceed the sum of seventy thousand dollars (\$70,000.00) during the entire term of the Agreement, including renewals thereof.

Prepared by: Office of Law



**FM-4 (Contract)**

**Council District(s) All**

**Department of Public Works and Transportation**

**Software/Hardware Support and Maintenance - Compuweigh**

The Administration is requesting retroactive approval of a contract with Paradigm Software LLC (Paradigm) for support and maintenance of hardware and software, including preventative maintenance, repairs, updates, and upgrades to track, monitor, and account for all solid waste tonnage at the County’s Eastern Sanitary Landfill (ESL) in White Marsh, Central Acceptance Facility (CAF) in Cockeysville, and Western Acceptance Facility (WAF) in Halethorpe. The contract commences July 1, 2023, continues for 1 year, and will renew automatically for nine additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 10-year and 6-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. The Office of Information Technology (OIT) advised that estimated compensation totals \$369,151 for the initial 1-year term and \$2,670,453 for the entire 10-year and 6-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 369,151	\$ 2,670,453
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	\$ 369,151 <sup>(2)</sup>	\$ 2,670,453 <sup>(3)</sup>

<sup>(1)</sup> General Fund Operating Budget.

<sup>(2)</sup> Estimated compensation for the initial 1-year term, which includes costs for software upgrades (\$67,305) hardware upgrades (\$85,568), FY 24 support services (\$154,753), and a 20% contingency (\$61,525). The contract does not specify a maximum compensation for the initial 1-year term.

<sup>(3)</sup> Estimated compensation for the entire 10-year and 6-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount appropriated for these services for the entire contract term.

## Analysis

The Department advised that the County's Solid Waste Bureau uses Paradigm's specialized industry Compuweigh software. This system, which includes proprietary hardware and software, was installed at the ESL, CAF, and WAF when the County assumed operational control of these facilities from Maryland Environmental Service (MES) in 2017; the related contract for existing support services expired June 30, 2023. The proposed contract is for support and maintenance of hardware and software, including preventative maintenance, repairs, updates, and upgrades to track, monitor, and account for all solid waste tonnage at the ESL, CAF, and WAF. The Department advised that pricing under the proposed agreement will include new billing and accounting features, along with video syncing at all locations.

### Software Support Coverage

The contractor will provide support services to the County's currently supported Compuweigh software with all current modules, applications, amendments, alterations, enhancements, improvements, and updates. The contractor will support software for at least two releases from the current release.

The contractor will provide technical services to design, code, review, and deliver amendments or alterations to the software necessary to correct or solve any programming errors. Support will also include the quarterly installation of updates to the software on the County's workstations, servers, or other hardware in a test and production environment. Test environment updates will be installed during Paradigm business hours, and production environment updates will be installed after hours. Paradigm will provide reasonable telephone consultation in the use and operation of the software from 5:00 a.m. through 4:00 p.m., Monday through Saturday, except holidays. The County will receive up to two hours of solution timing (time spent with Paradigm staff to discuss the client's configuration and recommend modifications) semi-annually. The County will also receive up to 12 on-site days per year for training, hardware maintenance (including inspecting wiring, voltage, cleaning the kiosk, and replacement of kiosk air filters), or other agreed-upon tasks.

The proposed contract warrants only that the software will perform all functions substantially as described in the current edition of the documentation for 60 days from the date of software delivery when operated as recommended. The contractor will design and deliver promptly amendments or alterations to software reasonably necessary to remedy or avoid any programming error present at the time of the software delivery. The County is required to provide written notice to

Paradigm no later than 5 days after the end of the 60-day warranty period, setting forth the nature and circumstances of any alleged breach of warranty.

Software/services upgrade costs due upon contract execution total \$67,305 and include new software module fees (\$31,245), license fees (\$23,100), remote install/training and implementation fees (\$12,600), and account set up fees (\$360). OIT advised that the license fees will pay for four additional Weigh Station Program licenses, one for each of the three household drop-off booths and one for the tunnel lane at the CAF. OIT further advised that these additional licenses will enable the County to validate resident addresses to ensure the waste dropped off is from Baltimore County residents only and allow a consistent operation for all County drop-off facilities; the CAF tunnel will utilize the license to further automate transfers and make its operations consistent with the other County stations. OIT also advised that the new software modules will enable the County to standardize operations so that facility processing and procedures are consistent across sites.

#### Hardware/Inventory Coverage

The contractor will provide remote assistance in the support, repair, and replacement of hardware (e.g., cameras, kiosk, thermal receipt printer) listed in the agreement. Support will be provided using the County's assistance and remote computer connection to diagnose and repair the determined issues. If hardware replacement is required, the County will provide installation services unless onsite service is requested and quoted separately. Failed hardware will be repaired/replaced at the discretion of the contractor after evaluation of the failed hardware. The contractor will not be responsible for any misuse, neglect, or abuse of tampering with, force majeure, or vandalism of any hardware, and the County will be invoiced for the repair/replacement of such hardware.

The County will maintain a local inventory of Paradigm-owned replacement hardware to expedite service and minimize downtime in the event of a hardware failure. Paradigm will provide replacement hardware for local inventory upon receipt of the failed hardware. The County will be responsible for freight charges with returning hardware for replacement and/or evaluation.

The County will pay \$85,568 upon the initial receipt of the hardware/inventory items.

#### Software License Term and Renewal

The contract notes that MES purchased 10-year licensing on January 8, 2016 for Paradigm weigh station software at Baltimore County solid waste facilities; the County received the licensing

through a transfer agreement effective July 1, 2017 (see details below). The proposed contract extends the term through June 30, 2026 to align the term to coincide with the support years of the agreement. Unless the County is in default under the proposed agreement, the licensing will be renewed automatically on the same terms and conditions for one additional 10-year term, unless the County provides 60 days prior written notice. The County will pay a license renewal fee in an amount equal to 50% of the applicable license fee plus any cumulative adjustments for the Producer Price Index published by the United States Department of Labor, Bureau of Labor Statistics – All Commodities – U.S. City Average – All Items – 1982=100. If the County purchases a version upgrade at any time during the initial term, the term will automatically extend for one additional 10-year term commencing with the date upon which the version upgrade is completed, provided that the version upgrade was purchased for an amount equal to at least 50% of the initial purchase price (excluding installation charges), plus all installation charges, including but not limited to airfare, meals, expenses, and per-diem of Paradigm's then current rate per day per person. The re-installation of the software or running of updates to the software on the County's workstations, servers, or other hardware will be billed at Paradigm's then-applicable rates.

#### Support and Other Services

The County will pay Paradigm's applicable rates for services not included in Support Services. Other services include investigation and research for County-identified issues (not Paradigm programming errors). The proposed contract states that annual support services costs for the initial 1-year term are \$154,753. OIT advised that estimated compensation for support services for the entire 10-year and 6-month totals \$2,072,504.

The contract commences retroactively on July 1, 2023, continues for 1 year, and will renew automatically for nine additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 10-year and 6-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. OIT advised that estimated compensation totals \$369,151 for the initial 1-year term and \$2,670,453 for the entire 10-year and 6-month term, including the renewal and extension periods. OIT further advised that estimated compensation includes a 20% contingency.

The support and services fee is payable annually prior to the first day of the renewal term. Prior to the commencement of each renewal period, for all charges and fees, at its sole discretion,

Paradigm may request an increase to its annual license fee and its annual charges for maintenance and support once each year by providing the County 90 days prior notice. The County may terminate the agreement by providing 30 days prior written notice. Paradigm may terminate the agreement if the County fails to abide by the terms of the contract and by providing 60 days prior written notice; the County will have 60 days to cure the failure.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County. The Department advised that Paradigm is the sole proprietor of the Compuweigh software and is the only provider for the software's maintenance and support services. The Department further advised that Paradigm also provides the equipment (which is not proprietary) required to operate the software. The Department advised that there is no M/WBE participation requirement.

On July 1, 2017, the County assumed operations of the CAF, ESL, and WAF from MES in order to reduce costs and improve oversight. The County Administrative Officer approved a 1-year transfer agreement, which reassigned MES's preexisting contract with Paradigm Software LLC to the County to continue standard support services; the transfer agreement commenced July 1, 2017 with compensation not to exceed \$49,600. On June 29, 2018, the County Administrative Officer approved an amendment to the contract to incorporate five 1-year renewal options, increase the maximum compensation by \$435,400 to \$485,000, and clarify that any previous references to the Baltimore County Resource Recovery Facility shall mean the County's CAF. The contract expired June 30, 2023. According to the County's financial system, as of June 12, 2023, \$330,040 has been expended under the contract.

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

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...." As previously mentioned, the proposed contract commences July 1, 2023. Accordingly, this situation may constitute a violation of the aforementioned section of the County Charter since the contract commences prior to Council approval.

## EXECUTIVE SUMMARY

**Summary** – This fiscal matter is to enter into a contract with Paradigm Software, LLC (Paradigm) for software and hardware with support and maintenance of both, to include but not limited to preventative maintenance, repairs, updates and upgrades.

The County's Solid Waste Bureau uses Paradigm's specialized industry software Compuweigh to track, monitor and account for all solid waste tonnage for all transfer facilities in Baltimore County. This system which includes proprietary hardware and software, was installed at the Eastern Sanitary Landfill (ESL), the Central Acceptance Facility (CAF) and the Western Acceptance Facility (WAF) when the County assumed operational control of our facilities from Maryland Environmental Services (MES) in 2017.

**History** – On February 1999, MES entered into a System Implementation Agreement and Standard Support Services Agreement with Paradigm for licenses, modules, customizations and applicable hardware as they pertain to ESL, WAF, and CAF.

On July 1, 2017, the County executed a transfer agreement from MES with Paradigm to transfer the Agreements, licenses, modules, customizations and applicable hardware which included a service level agreement for support and maintenance, a warranty and/or specifications providing guaranteed performance levels for the scales, the current rate for all items currently listed on a time and material basis, and the ability to negotiate the upgrade to the hardware and software. This agreement expires on June 30, 2023.

**Purpose** – Paradigm's Compuweigh software provides the system of record for the Bureau and provides accounting and reporting records for all transactions and allows the County to meet State mandated reporting requirements. The current version of the system is installed.

The County seeks to enter a new agreement to continue maintenance and support on the existing hardware and software. The Paradigm software is critical to operate the facilities and any disruption would paralyze operations if the contract were to lapse. Resident drop-offs, recycling, and transfer into and out of the Landfill and other facilities could not take place without this system.

The contract will allow the County to make future technology improvements in support of receiving payments, billing, and overall operational improvements.

**Fiscal Impact** – The initial term of the Agreement is one (1) year, with the option to renew for nine (9) additional one-year periods. Funds will be encumbered by Purchase Order as needed, and shall not exceed the sum of the County Council approved appropriation during the entire term, including renewals thereof.

All work performed through these Agreements will be requested and overseen by the Department of Public Works and Transportation and the Office of Information Technology.

The pricing received in consideration of a new agreement has been reviewed against the pricing that the County's counterparts in Florida receive. The software pricing is reasonable when compared to the 2022-23 cost of services including inflationary pressures in the overall economy. The pricing under the new agreement adds license and service for the DPWT Administration (Billing) and Accounting office in Towson and will also include use of new system features to better manage and perform accounting and billing in Paradigm, as DPWT's system of record. With the addition of the new equipment for the CAF and all locations for video syncing with transactions, those additional pieces of equipment and software will be added to the support and maintenance of each new set of equipment. Each addition of added functionality adds costs for maintenance and support. Moving from the standard support currently utilized to a higher level of support will also increase costs due to the additional services provided in support of the County's weigh station management system.

Prepared by: Department of Public Works and Transportation/Office of Information Technology

**FM-6 (Contract)**

**Council District(s) All**

**Department of Economic and Workforce Development**

**Adult Basic Literacy Skills/Services**

The Administration is requesting approval of a contract with the Community College of Baltimore County (CCBC) to provide adult basic literacy skills training and services to County residents by providing digital literacy courses at the Department’s three Career Centers and its Mobile Career Center. The contract commences upon Council approval, continues through December 31, 2023, 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 contract does not specify a maximum compensation for the initial approximate 6-month term. Compensation may not exceed \$601,400 for the entire approximate 4-year and 9-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b>	--	(1) U.S. Department of Labor funds passed through the Maryland Department of Labor.
<b>State</b>	--	
<b>Federal</b> <sup>(1)</sup>	\$ 601,400	(2) Maximum compensation for the entire approximate 4-year and 9-month term, including the renewal and extension periods.
<b>Other</b>	--	
<b>Total</b>	<u>\$ 601,400</u> <sup>(2)</sup>	

**Analysis**

The contractor will provide adult literacy skills training and services to assist County residents with basic skills development. CCBC will offer courses on Technology Basics for Employment (e.g., e-mail basics, video communication (ZOOM, Microsoft Teams), and mobile device basics) and Microsoft Word and Excel (both beginner and intermediate). All courses will be offered at the

Department's three Career Centers, and Technology Basics for Employment will also be held in the Mobile Career Center.

CCBC will charge \$1,309 per class for Technology Basics for Employment and \$1,132 per class for Microsoft Word and Excel. CCBC will also enroll participants in the Department's Career Centers' Maryland Workforce Exchange (MWE) Customer Relationship Management (CRM) system and refer participants to workforce development services; collaborate with the Maryland Department of Labor to promote the digital literacy initiative with Unemployment Insurance claimants; and design and scale initiatives with workforce partners to focus on populations that are underserved. The Department estimates CCBC will serve 400 - 1,800 clients per year (depending on frequency of classes and enrollment), and advised that potential community partnership opportunities exist with faith- and community-based organizations, the County's Detention Center and homeless shelters, and Baltimore County employers (incumbent workers who need computer upskilling).

The contract commences upon Council approval, continues through December 31, 2023, 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 contract does not specify a maximum compensation for the initial approximate 6-month term. Compensation may not exceed \$601,400 for the entire approximate 4-year and 9-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County due to CCBC's prior experience with providing these services. The Department advised that CCBC is the County's primary facilitator of adult basic skills and literacy services, is a recipient of Workforce Innovation and Opportunity Act (WIOA) Title II grants, and has been the sole provider of stand-alone digital literacy services for nearly 20 years. The Department further advised that CCBC is the County's largest educator and service provider for workforce training, and the logistics are already in place for CCBC to provide the program.

The Department advised that on January 1, 2023, the County entered into a contract with CCBC not to exceed \$24,500 through April 15, 2023 for the digital literacy program. The Department further advised that the contract is being revised to continue through June 30, 2023 and anticipates that contract expenditures will total \$22,924.



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

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

## **Executive Summary**

The Department of Economic and Workforce Development (DEWD) is requesting to contract with the Community College of Baltimore County (CCBC) to provide Adult Basic Literacy skills and services to support digital literacy gaps for Baltimore County residents. Specifically, the classes will assist with basic skills development and will cover the breadth of scope outlined by DEWD service needs. The initiative is designed to assist clients with their digital literacy needs both during the pandemic, but also post-pandemic, as digital challenges will not change. Courses offered will include: Technology Basics for Employment (includes e-mail basics, video communication (ZOOM, Microsoft Teams) and mobile device basics), MS Word and Excel (both Beginner and Intermediate). All courses will be offered in DEWD's Career Centers and Technology Basics for Employment will also be held in the Mobile Career Center and other County venues. Class costs vary by type of class offered: Technology Basics for Employment \$1,309; MS Word (Introduction & Intermediate) \$1,132; MS Excel (Introduction & Intermediate) \$1,132.

Prepared by: Department of Economic and Workforce Development

**FM-7 (Contract)**

**Council District(s) 4**

**Department of Planning**

**Acquisition – Conservation Easement – 13541 Longnecker Road, 21136 – Rural Legacy**

The Administration is requesting approval to acquire a perpetual conservation easement on approximately 140.757 acres of land for \$520,449 under the County’s Rural Legacy Program, Piney Run Rural Legacy Area. Argye Elizabeth Hillis Trupe currently owns the property, which is located at 13541 Longnecker Road in Glyndon. The property is zoned RC-2 (Resource Conservation-Agricultural Protection). See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Purchase Price</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 520,449	<sup>(1)</sup> Capital Projects Fund – Rural Legacy Program.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 520,449</u>	

**Analysis**

The Maryland General Assembly established the State’s Rural Legacy Program in 1997 to set aside large blocks of rural lands for the protection of natural and scenic resources and the fostering of rural industries such as agriculture and forestry. The program emphasizes the protection of lands that are forested, have stream valleys, or are along the shoreline; there are five State-approved Rural Legacy Areas in the County. For the County’s Rural Legacy Program, the County seeks applications from Rural Legacy Area sponsors, which work with property owners to help identify their best preservation opportunities. The Administration advised that matches from the County for rural conservation easements increase the chances that the County’s Rural Legacy Areas will receive additional State funding in the future.

The Maryland Rural Legacy Board established the Piney Run Rural Legacy Area in 1998. The area consists of 43,478 acres in the northwest portion of the County; conservation within the area provides water quality benefits to the Prettyboy and Loch Raven Reservoirs. The Department advised that since the inception of the program, the Land Preservation Trust, Inc. (LPT), the Piney Run Rural Legacy Area sponsor, has received more than \$39.5 million in State Rural Legacy funding. The Department further advised that the County reviews projects submitted by area sponsors and moves forward projects as funding allows; it anticipates two additional easement acquisitions, totaling \$836,000 for 121 acres, during FY 2024 – one in the Gunpowder Rural Legacy Area and one in the Long Green Rural Legacy Area.

The 140.757-acre property to be acquired is located within the Piney Run Rural Legacy Area. The use of the property will be subject to a deed of conservation easement to be granted to LPT and the County by the seller. The property's current RC-2 zoning allows for a maximum of two lots and provides for special exceptions (e.g., antique shop, animal boarding, church, and farm market). The Department advised that the purpose of the easement is to conserve and preserve the significant conservation values including the natural, agricultural, forestry, environmental, scenic, cultural, woodland, and wetland characteristics of the property. The Department further advised that an easement on this property would not retire any additional density available under current zoning, but would protect important conservation attributes against future development potential and allow the permanent protection of this property at a discounted rate.

The Department advised that LPT calculated a value of approximately \$3,698 per acre for the easement in accordance with Section 24-5-101 of the Baltimore County Code. The formula considers factors relating to the quality of the land and its importance relative to preservation efforts (e.g., size, soil productivity, contribution to agricultural industry, soil and water conservation practices, development pressure, and location) and the willingness of the property owner to discount easement prices. The Department further advised that the valuation formula is approved through the State Rural Legacy Program.

The Department advised that with the approval of this purchase, the County's five Rural Legacy Areas' preserved acreage will total approximately 46,543 acres, including 26,299 acres in the Piney Run Rural Legacy Area. The Department further advised that the County has preserved a total of 70,171 acres through all preservation programs as of May 2023; the County's goal is at least 80,000 acres.

The Baltimore County Code, Article 24, Section 5-101, authorizes Baltimore County to purchase easements and fee interests in a State or County Rural Legacy Area. As noted, the purpose of the Rural Legacy Program is to provide for the protection of large contiguous blocks of natural and agricultural resources including forest, scenic, and environmental resources in the County.

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

Executive Summary

PROGRAM TITLE:	Piney Run Rural Legacy
PROJ ID.:	1700020004
FISCAL MATTER:	Contract of Sale
PROPERTY OWNER:	Argye Elizabeth Hillis Trupe
LOCATION:	13541 Longnecker Rd. Map 40; Grid 8; Parcel 144 140.757 ac.+/-
CONSIDERATION	\$520,449.00
PURPOSE OF PROJECT:	This contract being a perpetual conservation easement containing a total of 140.757 ac+/-. Under the County Rural Legacy Program.
LIMITS OF PROJECT:	13541 Longnecker Rd., Glyndon 21136

Prepared by: Office of Law – Real Estate Compliance

**FM-8 (Contract)**

**Council District(s) All**

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**Department of Aging**

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**Race Management/Timing Services – Dept. of Aging 5K/1 Mile Walk Event**

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The Administration is requesting approval of a retroactive contract with Charm City Run Events, LLC to provide race management and timing services for the Department’s annual 5K Run/1 Mile Walk. The contract commenced on May 25, 2023, continues until May 24, 2024, and will renew automatically for four additional 1-year periods. Compensation may not exceed \$7,000 for the initial 1-year term and \$35,000 for the entire 5-year term, including the renewal periods. See Exhibit A.

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**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Maximum Compensation</b>
<b>County</b>	--	--
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other <sup>(1)</sup></b>	\$ 7,000	\$ 35,000
<b>Total</b>	<u>\$ 7,000</u> <sup>(2)</sup>	<u>\$ 35,000</u> <sup>(3)</sup>

<sup>(1)</sup> Event proceeds (e.g., donations from event sponsors, pledges, and race registration fees).

<sup>(2)</sup> Maximum compensation for the initial 1-year term.

<sup>(3)</sup> Maximum compensation for the entire 5-year term, including the renewal periods.

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**Analysis**

The contractor will be responsible for organizing and implementing the Department’s annual 5K Run/1 Mile Walk event. Services include but are not limited to:

- providing recommendations for sponsorships and essential providers (e.g., photographers, tents, scaffolding, sound systems, music, announcers);

- providing acquisition/advice for t-shirts and prizes;
- designing and measuring the course including USATF certification (as needed) and coordinating the racecourse with local officials, including filing of necessary permits;
- marketing assistance;
- managing online registration and processing participant applications;
- retaining event day medical personnel;
- providing orientation and instructions to key event personnel and volunteers;
- providing course signage and setting up and managing the start/finish line (e.g., with timing equipment); and
- posting the race results.

The County will pay for water, printed materials, photographers, tents, scaffolding, sound systems, music, announcers, and t-shirts. The County will also coordinate the volunteers for the event. The Department further advised that a college campus (CCBC Essex) is typically used for the racecourse.

The Department advised that there were approximately 425 participants for FY 2023 and it is expecting a similar number of participants for FY 2024. The Department further advised that over 1,000 individuals typically pre-register annually, including many seniors who support the event but do not participate.

The Department advised that the net proceeds from the event will be used to benefit its fitness center initiative and other fitness programs offered at the County's 20 senior centers; the estimated net proceeds total \$25,000.

The contract commenced on May 25, 2023, continues until May 24, 2024, and will renew automatically for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. Compensation may not exceed \$7,000 for the initial 1-year term and \$35,000 for the entire 5-year term, including the renewal periods. The Department did not provide the value of services to be incurred from May 25, 2023 until Council approval. The County may terminate the agreement by providing prior written notice.

The County awarded the contract through a competitive procurement process based on low bid from two bids received. The Department advised that there is not an M/WBE participation requirement.



On October 31, 2017, the County Administrative Officer approved a similar 5-year contract with Charm City Run Events, LLC. The County's financial system indicates that as of June 7, 2023, expenditures under the contract totaled \$18,752. The Department also advised that over the course of the prior contract, the event was cancelled in 2020 due to the pandemic.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...." Because the proposed contract commenced prior to Council approval and Council approval was not obtained for the prior 5-year contract, we believe these situations constitute violations of the aforementioned section of the County Charter.

## **EXECUTIVE SUMMARY**

Senior Center Programs Run/Walk  
Charm City Run, LLC  
FY2024

The Department of Aging is requesting approval of a contract with Charm City Run, LLC. The Contractor will provide Race Management and Timing Services for our annual 5K Run, 1 mile walk event.

The contract is effective May 25, 2023 through May 24, 2024(initial term) with an option to renew for up to four 1-year periods under the same terms and conditions. Proceeds from the event will be used to support our fitness centers and other fitness programs.

There were approximately 425 participants for FY23 and we are expecting approximately 425 for FY24. The total expenditure for the initial term is \$7,000.

Prepared by: Department of Aging

FM-9 (Contract)

Council District(s) All

Office of Budget and Finance

Translation/Interpretation Services

The Administration is requesting approval of a contract with Language Line Services, Inc. to provide interpretation services for County agencies on an as-needed basis. The contract commences upon Council approval, continues through December 31, 2024, and will renew automatically for two additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. Compensation may not exceed the amount appropriated for these services for the entire contract term. The Office of Budget and Finance, Purchasing Division advised that estimated compensation totals \$375,000 for the initial approximate 1-year and 6-month term and \$958,000 for the entire approximate 3-year and 10-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County <sup>(1)</sup>	\$ 375,000	\$ 958,000
State	--	--
Federal	--	--
Other	--	--
<b>Total</b>	<u>\$ 375,000</u> <sup>(2)</sup>	<u>\$ 958,000</u> <sup>(3)</sup>

<sup>(1)</sup> General Fund Operating Budget.

<sup>(2)</sup> Estimated compensation for the initial approximate 1-year and 6-month term. The contract does not specify a maximum compensation for the initial term.

<sup>(3)</sup> Estimated compensation for the entire approximate 3-year and 10-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount appropriated for these services for the entire contract term.

## Analysis

The contractor will provide over-the-phone, video remote, document translation and localization (i.e., adapting digital content such as websites, online applications, etc. to a specific region's language), and in-person interpretation services for County agencies on an as-needed basis. Most over-the-phone and video remote interpretation services are available 24 hours per day, 7 days per week. The Office advised that services will be available to all County agencies, and that the 911 Center, Department of Health and Human Services, and State's Attorney's Office will be the primary users of the contract. The Office further advised that when an agency's call-taker determines that an interpreter is required, a three-way call is established with the contractor who provides an appropriate interpreter; calls are generally connected to an interpreter in less than 1 minute, and 911 calls receive priority. The 911 Center advised that for the last 6 months, County agencies have been handling an average of 2,854 calls per month that require foreign language telephone interpretation services.

Contract fees are as follows:

- Over-the-Phone Interpretation - Per minute rates for Spanish and all other languages are \$0.64 and \$0.69, respectively.
- Video Interpretation - Per-minute rates for Spanish, all other languages, and American Sign Language are \$1.50, \$1.85, and \$2.25, respectively.
- On-Site Interpretation - Hourly rates are \$75 to \$180 based on language translated and standard hours/non-standard hours/emergency hours (including holidays) status.
- Document Translation - Per word rates are \$0.15 to \$0.29, depending on the language translated. The County will pay a minimum charge of \$75 for Spanish and \$99 for all other offered languages. Hourly rates for proofreading, basic layout/formatting/desktop publishing and localization engineering services are \$60, \$45, and \$55, respectively. The County will also be charged a management fee of 10% of the invoice value. Estimated delivery time depends on the number of English words and ranges from 1 - 3 days for under 1,500 words to 8+ days for 7,501+ words.
- Equipment Purchases/Leases - Equipment purchase prices range from \$6 for wall splitters (to provide more than one outlet) to \$150 for a dual handset IP phone. The County may also lease phone interpreting equipment; monthly fees range from \$4.50 to \$12.50, depending on the type of phone.

The contract commences upon Council approval, continues through December 31, 2024, and will renew automatically for two additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial approximate 1-year and 6-month term or for the entire approximate 3-year and 10-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that estimated compensation totals \$375,000 for the initial approximate 1-year and 6-month term and \$958,000 for the entire approximate 3-year and 10-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract as a cooperative procurement of a competitively bid Omnia Partners, Public Sector contract awarded on January 1, 2022. The Office advised that there is not an M/WBE participation requirement.

On December 17, 2018, the Council approved a 3-year and 10-month contract (effective October 1, 2018) with Language Line Services, Inc. for telephone interpretation services with estimated compensation totaling \$533,225. The contract expired May 10, 2022. The Office advised that total expenditures under the contract are unavailable because the County's procurement card provider only provides the two most recent years of transaction data in its online software; the Office estimates the value of services to be incurred prior to Council approval of the proposed contract will total approximately \$272,000.

The Office advised that Language Line Services, Inc. has been providing foreign language interpretation services to the County since 1999; prior to 1999, AT&T Language Line Services (the same company under different ownership) provided the services.

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...." As previously mentioned, compensation to Language Line Services, Inc. exceeded \$25,000 since May 10, 2022 without Council approval. Accordingly, this situation constitutes a violation of the aforementioned section of the County Charter.

## EXECUTIVE SUMMARY

### **Interpretation Services- Language Line Services, Inc.**

This Contract provides for Over-the-Phone, Video Remote, Document Translation & Localization and In-Person Interpretation Services (from English and to English) through Language Line Services, Inc. Services will be ordered on an as needed basis for Limited English Proficiency (LEP) clients in Baltimore County, Maryland.

This Contract has been established as the result of an existing, competitively bid, Cooperative Purchasing Agreement through Omnia Partners. The Region 4 Education Service Center (public entity based in Houston, Texas) served as the lead agency on the procurement.

The term of the Agreement shall commence upon approval of the Baltimore County Council and continue through December 31, 2024. The Agreement contains two (2) one-year renewal options, and the option to extend for an additional 120-days (April 30, 2027 maximum term after all renewals and extension). In no event shall the total compensation paid to the Contractor exceed the sum of the County Council approved appropriation during the entire term of the Agreement, including renewals thereof.

This Contract is a Countywide Contract, with the States Attorney's Office, Department of Health and Human Services and 911 Communications Center serving as the primary users of the Agreement.

The County Council previously approved a Contract with Language Line Services, Inc. for similar services on December 17, 2018. The previous Agreement expired on May 10, 2022. To prevent a lapse in essential services while a new Contract was being established, the Purchasing Division has continued to process payment of monthly invoices for translation services provided between May 11, 2022 (expiration of the previous Contract) and July 3, 2023 (approval of this Agreement by the County Council). As of May 2, 2023, a total of \$193,164.38 has been expended in Fiscal Year 2023. All services and invoices incurred during this period were in accordance with the same Omnia Partners Agreement (pricing, terms and conditions and scope of services) noted above.

Prepared by: Office of Budget and Finance

**Office of Human Resources**

**Testing Services – Certified Multilingual Translator**

The Administration is requesting approval of a contract with Alta Language Services, Inc. to provide testing services for County employees and potential new hires to determine if their oral and written multi-language skills qualify them to serve as multilingual certified employees with translation abilities. The contract commences upon Council approval, continues through May 8, 2024, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial approximate 10-month term or for the entire approximate 5-year and 2-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that estimated compensation totals \$75,000 for the entire approximate 5-year and 2-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 75,000	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Estimated compensation for the entire approximate 5-year and 2-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial approximate 10-month term or the entire term. Compensation may not exceed the amount appropriated for these services for the entire contract term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 75,000 <sup>(2)</sup>	

**Analysis**

The Office advised that the contractor will provide all time, materials, and incidentals necessary to test current County employees and potential new hires to determine if their oral and written multi-language skills qualify them to serve as multilingual certified employees with translation

abilities to assist members of the public who request a translator when doing business with the County. The Office further advised that employees who become certified may be called upon to provide their language skills inside or outside of their service area or department and that these employees will receive differential pay for their services. The Office also advised that the public safety agencies and the Departments of Health and Human Services and Public Works & Transportation are expected to be the primary users of this service.

The Office advised that the primary languages to be tested are Amharic, Chinese, French, German, Japanese, Korean, Portuguese, Spanish, and Vietnamese. Testing includes assessments of general listening and speaking, reading comprehension, and translation skills. The contractor will bill the County \$50 or \$60 per test, depending on how the test is administered (i.e., phone live, phone automated, computer, computer/proctor). Basic certification requires an oral communication skills test, while advanced certification requires oral and written communication skills tests. Expert-level certification (only for members of the Fraternal Order of Police) requires mastery of both basic and advanced skills necessary for comprehensive use in interrogations, investigations, and legal proceedings. If a proctor is required for written tests, the contractor will bill the County an additional \$29.

The contract commences upon Council approval, continues through May 8, 2024, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial approximate 10-month term or for the entire approximate 5-year and 2-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that estimated compensation totals \$75,000 for the entire approximate 5-year and 2-month term, including the renewal and extension period.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of

Labor, Bureau of Labor Statistics at the time of the request. The County may terminate the agreement by providing 30 days prior written notice.



The County awarded the contract as a cooperative procurement of a competitively bid Montgomery County, Maryland contract. The Office advised that there is not an M/WBE participation requirement.

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

## **Executive Summary**

Alta Language Services will be used to conduct testing for potential new hires and County employees to determine if their multi-language oral and/or written skills qualify them to serve as multilingual certified employees with translation abilities.

Prepared by: Office of Human Resources

**FM-12 (Contract)**

**Council District(s) All**

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**Fire Department**

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**Annual On-Site Preventative Maintenance – 44 Lucas 3 Mechanical CPR Devices**

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The Administration is requesting retroactive approval of a contract with Stryker Sales, LLC to provide annual on-site preventative maintenance for 44 LUCAS 3 mechanical CPR devices. The contract commenced on March 1, 2022 and continues through February 28, 2025. Compensation may not exceed \$196,086 for the entire 3-year term. See Exhibit A.

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**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 196,086	<sup>(1)</sup> General Fund Operating Budget.
<b>State</b>	--	<sup>(2)</sup> Maximum compensation for the entire 3-year term.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 196,086</u> <sup>(2)</sup>	

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**Analysis**

The contractor will provide annual on-site preventative maintenance for 44 LUCAS 3 mechanical CPR devices (maintained on ambulances and EMS supervisor vehicles). The Department advised that the devices are used to deliver consistent compressions during CPR, and that the use of mechanical CPR devices is the recommended method of CPR delivery. Services include inspection and unlimited repairs including parts, labor, and travel with battery coverage.

The Office of Budget and Finance, Purchasing Division advised that the County purchased the devices in November 2020, and that maintenance on these devices was covered under the initial warranty (through February 28, 2022). The Purchasing Division further advised that the devices

were purchased as an emergency procurement; despite being a noncompetitive award, the purchase was not included in the Correspondence for the January 19, 2021 legislative session.

The proposed contract commenced retroactively on March 1, 2022 and continues through February 28, 2025. Compensation may not exceed \$196,086 for the entire 3-year term. The maximum compensation includes a 5% price increase in the third year. The Department advised that the value of services incurred from March 1, 2022 through July 2, 2023 totals approximately \$64,291. The County may terminate the agreement by providing prior written notice.

The County awarded the contract through a sole-source procurement process. The Department advised that the LUCAS 3 CPR devices require annual maintenance to ensure proper functioning; the proposed contractor manufactures these devices and is the only company that provides annual maintenance for them.

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

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” As previously mentioned, the proposed \$196,086 contract commenced March 1, 2022. Additionally, County Charter, Section 902(f) requires that “[w]henever 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.” Accordingly, these situations may constitute violations of the aforementioned sections of the County Charter.

## **EXECUTIVE SUMMARY**

Baltimore County Fire Department  
CONT-FIR 2023-2012

Budget: 001-016-CC160400

The Baltimore County Fire Department is requesting a contract with Stryker Sales, LLC, for the purposes of providing annual onsite preventive maintenance of forty-four (44) Lucas 3 Mechanical CPR devices.

This request, once approved, will be effective for three (3) years. In no event shall the total compensation paid to the Contractor exceed the sum of \$196,086.33, during the entire term of the Agreement. Funds will be encumbered annually through the Fire Department's Operating Budget, Cost Center 160400.

This contract potentially serves all residents in Baltimore County. The devices are used by the Fire Department to deliver lifesaving mechanical CPR to citizens in medical emergencies.

Prepared by: Fire Department

**FM-13 (4 Contracts)**

**Council District(s) All**

**Property Management**

**Custodial/Day Porter Services**

The Administration is requesting approval of four contracts to provide custodial and day porter services at various County-owned and/or operated buildings. The four contractors are: MSP Superior Services, Inc.; Associated Building Maintenance Co., Inc.; Brooks & Brooks Services, Inc.; and Multicorp, Inc. 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 180 days. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$35,162,787 for all four contractors combined for the entire 5-year and 6-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 35,162,787	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Maximum compensation for all four contractors combined for the entire 5-year and 6-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 35,162,787</u> <sup>(2)</sup>	

**Analysis**

The contractors will provide cleaning and custodial services (e.g., vacuuming, maintaining floors and rugs, cleaning restrooms, and removing trash) at various County buildings, typically Monday through Friday, excluding County holidays. The contractors will provide all supervision, labor, equipment, and cleaning/custodial supplies. Services performed by the contractors are subject to inspection and approval by Property Management personnel. Property Management advised that

the contractors will assist the County in servicing up to 230 buildings and will maintain 69 custodial services buildings and 40 day porter locations. The County reserves the right to add or delete locations throughout the County and to change the required days and hours as necessary.

Property Management advised that the County will be billed at monthly unit prices ranging from \$173 to \$35,835 for custodial services, depending on the building and the contractor, and at hourly rates ranging from \$27 to \$32 for day porter services, depending on the contractor.

The County does not guarantee a minimum amount of work to any one contractor; the assignment of work is at the County's sole discretion. Property Management advised that the contractors will provide services as follows: MSP Superior Services, Inc. will service 14 police precinct day porter locations; Associated Building Maintenance Co., Inc. will service 14 custodial sites in the County's Central area; Multicorp Inc. will service 35 custodial sites in the County's Eastern area and 26 senior centers and library branches day porter locations; and Brooks & Brooks Services, Inc. will service 20 custodial sites in the County's Western area. Property Management further advised that its custodial staff is responsible for servicing 12 County facilities and for providing day porter services at 18 other facilities; in addition, there are 3 County staff who are designated as "floaters" to cover staff outages or special cleaning requests.

Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods 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. Compensation may not exceed \$35,162,787 for all four contractors combined for the entire 5-year and 6-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices for materials used in the contracts 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, and will entertain a request for an escalation in labor rates in accordance with minimum wage adjustments that are mandated by State and federal law. 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 and experience from 12 proposals received. According to the bid documents, there is a 30% M/WBE participation requirement.

On May 24, 2018, the Council approved three similar 5-year contracts, with Brooks & Brooks Services, Inc., Multicorp, Inc., and JDG Management dba City Wide Facility Solutions (formerly Citywide Maintenance of Central Maryland), not to exceed \$27,980,935 combined. On May 1, 2023, the Council approved amendments to the contracts, extending each contract through the earlier of the date upon which the County executes a new agreement for these services, or December 31, 2023; the maximum compensation remained unchanged. Property Management advised that as of June 8, 2023, the County has expended/encumbered \$23,200,042 under these contracts: \$14,217,392 to Brooks & Brooks, \$6,520,454 to Multicorp, and \$2,462,196 to JDG.

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



## EXECUTIVE SUMMARY

Property Management is requesting the approval of contracts with Associated Building Maintenance Co. Inc., Brooks & Brooks Services Inc., MSP Superior Services Inc., and Multicorp Inc., for custodial and day porter services throughout the County. The request for proposals sectioned services into three Custodial Services regions and Day Porter locations. Two of these vendors are new to County Custodial Services.

The selected Contractors will assist the County in servicing 230 buildings with unique needs. The vendors will maintain 40 Day Porter locations and 69 Custodial Services buildings. The Contractors and the County employees will cooperatively provide aid to ensure fluid building maintenance over the term of the contracts.

The total annual compensation paid to the contractors will be an estimated yearly sum of Seven Million, Seven Hundred Forty Thousand, Four Hundred Eighty-Six Dollars and Fifty-Six Cents (\$7,740,486.56). The total compensation shall not exceed Thirty-Five Million, One Hundred Sixty-Two Thousand, Seven Hundred and Eighty-Seven Dollars and Forty-Four Cents (\$35,162,787.44) during the entire term of the Agreements, including renewals thereof. Each Agreement shall be effective when it has been executed by the County and shall continue through one year (the "Initial Term"). The County reserves the right to automatically renew each Agreement for four (4) additional one (1) year renewal options on the same terms and conditions. The County shall have the option of extending each Agreement at the end of the Initial Term or any renewal term for an additional 180 days on the same terms and conditions.

Each Agreement has a MBE/WBE requirement of 30%. Two of the selected vendors are registered MBE Prime Contractors.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current 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.

Prepared by: Property Management

FM-14 (Contract)

Council District(s) 2

**Property Management**

**Installation of Masonry/Concrete – COVID-19 Memorial – Lake Roland**

The Administration is requesting approval of a contract with Building Concepts, LLC to provide concrete and masonry services for the construction of the COVID-19 Memorial at Lake Roland Park. The contract commences upon Council approval and continues through the earlier of the date upon which the required services are completed or September 8, 2023. Compensation may not exceed \$217,470 for the entire contract term. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 217,470	<sup>(1)</sup> Capital Projects Fund. <sup>(2)</sup> Maximum compensation through the earlier of the date upon which the required services are completed or September 8, 2023.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 217,470 <sup>(2)</sup>	

**Analysis**

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

The contract commences upon Council approval, continues through the earlier of the date upon which the required services are completed or September 8, 2023, and may not exceed \$217,470 for the entire contract term. The County may terminate the agreement by providing written notice.

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

On January 3, 2022, the Council approved a contract with James Dinh dba Studio Folia not to exceed \$130,000 to create and install a public art memorial at Lake Roland Park to honor the lives lost to, and those affected by, the COVID-19 pandemic. Property Management advised that the stone artwork for the memorial is currently being fabricated and that all onsite work at Lake Roland Park is on hold pending approval of this proposed contract. Property Management further advised that the project will be completed by September 30, 2023, depending on the timing of the stone delivery. Property Management also advised that project costs are expected to total \$399,915, including the artist's cost.

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

## **Executive Summary**

Property Management is requesting approval of a Purchase Order for Building Concepts, LLC in the amount of \$217,470, to provide Concrete/Masonry Services, Covid 19 Memorial at Lake Roland Park, Solicitation B-10000085.

This Purchase Order has a 20% MBE requirement

The term of the contract will begin when executed by the County Council, through the date upon which the bidder has fully performed the project, scope of work, and services in the RFB, on or before September 8, 2023.

Prepared by: Property Management

FM-15 (Contract)

Council District(s) 6

**Property Management**

**Glass Repair/Replacement Services – Public Safety Building**

The Administration is requesting approval of a contract with Caplan Brothers, Inc. to furnish, install, and seal exterior glass panels at the Public Safety Building as needed. The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation totals \$3,549,389 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 3,549,389	<sup>(1)</sup> Capital Projects Fund.
<b>State</b>	--	<sup>(2)</sup> Estimated compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term or the entire term. Compensation may not exceed the amount appropriated for these services for the entire contract term.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 3,549,389</u>	

**Analysis**

The exterior of the Public Safety Building contains approximately 2,200 glass panels. Property Management estimates 50 to 75 panels require service annually due to damage or displacement resulting from movement or settlement of the building, or other causes. The contractor will provide all labor, materials, tools, equipment, and supervision necessary to replace and/or seal damaged/displaced exterior glass panels, including the removal and disposal of the glass panels

being replaced as needed. The contract provides that each service call will be for the installation of a minimum of five panels (i.e., regular panels, corner panels, or any combination of the two types). Installations must be completed within 45 days of order. The County will be billed \$2,375 per regular or corner panel and \$2,800 in labor to install each panel. The labor rate to install a glass panel in an emergency is \$5,400. The markups for rigging/scaffolding, materials, and sub-contractors are 18%, 75%, and 45%, respectively.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation totals \$3,549,389 for the entire 5-year and 4-month term, including the renewal and extension periods.

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

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

On May 1, 2017, the Council approved a similar 5-year contract (which commenced March 22, 2017) with Caplan Brothers, Inc. The County's financial system indicates that encumbrances/expenditures under the contract totaled \$2,373,667. Property Management advised that actual expenditures exceeded the initial estimated compensation due to more falling, broken, and leaking glass than anticipated. The contract expired March 21, 2022. Property Management advised that no work has been performed since the contract's expiration.

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

## **EXECUTIVE SUMMARY**

Property Management is requesting the approval of a contract for Caplan Brothers, Inc. to provide glass replacement and repair at the Public Safety Building.

In no event shall the total compensation paid to the Contractor exceed the sum of the County Council approved appropriated amount during the entire term of this Agreement including renewals thereof. The Agreement shall be effective when it has been properly signed by all parties and when executed by the County (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) additionally one (1) year renewal options on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days on the same terms and conditions.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current 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.

Prepared by: Property Management

FM-16 (2 Contracts)

Council District(s) All

**Property Management**

**Fencing Services**

The Administration is requesting approval of two contracts, with P&H Fencing, LLC and Sparks Quality Fence Company, to provide on-call fencing services for various County-owned and/or operated facilities. 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 120 days. The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation for both contractors combined totals \$3,948,155 for the entire approximate 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 3,948,155
<b>State</b>	--
<b>Federal</b>	--
<b>Other</b>	--
<b>Total</b>	<u>\$ 3,948,155</u> <sup>(2)</sup>

<sup>(1)</sup> General Fund Operating Budget and/or Capital Projects Fund, depending on the nature of the work.

<sup>(2)</sup> Estimated compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-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 contractors will provide all labor, materials, tools, equipment, and supervision to perform fencing services for County-owned and/or operated facilities on an on-call basis. Services will include fencing, gates, concrete footings, bollards (short posts), and recreational structures (e.g., backstops, goals, and cages). Property Management advised that several other agencies are also expected to use the contracts, including the Department of Recreation and Parks and the Department of Public Works and Transportation - Bureaus of Highways and Equipment Maintenance and Solid Waste Management.

Hourly labor rates range from \$25.30 to \$150, depending on the worker's skill level and time status (regular or overtime). The mark-up on materials is 4% for P&H and 30% for Sparks and 25% on equipment rental for each contractor.

According to the bid documents, it is the intention of the County to issue work equally to each contractor; however, the assignment of work is at the County's discretion and may be based on factors including demonstrated areas of expertise or job location. Property Management advised that the contractors will submit proposals for each project and that it intends to award jobs in a manner that will fiscally benefit the County.

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 120 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 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation for both contractors combined totals \$3,948,155 for the entire 5-year and 4-month term, including the renewal and extension periods.

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

The County awarded the contracts through a competitive procurement process; the two contractors were the only respondents. According to the bid documents, there is a 20% MBE/WBE participation requirement per task.

On July 2, 2018, the Council approved three similar 5-year and 3-month contracts (which commenced May 20, 2018) not to exceed \$2,762,539 combined with P&H, Best Fence, LLC, and Hercules Fence of Maryland, LLC. Property Management advised that as of June 12, 2023, a total of \$2,448,977 has been expended/encumbered under the contracts: \$1,717,384 for P&H, \$58,917 for Best Fence, and \$672,676 for Hercules. The County's financial system indicates that the contracts with P&H and Hercules expire August 19, 2023, while the contract with Best Fence expired May 19, 2023. Property Management further advised that these were tiered contracts in which Hercules was a tier 1 contractor (projects under \$15,000), and P&H and Best Fence were tier 2 contractors (projects over \$15,000).

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

## **EXECUTIVE SUMMARY**

Property Management is requesting the approval of contracts with P&H Fencing, LLC and Sparks Quality Fence Company for fencing services throughout County-owned and/or operated facilities.

In no event shall the total compensation paid to the Contractors exceed the sum of the County Council approved appropriated amount during the entire term of this Agreement including renewals thereof. The Agreement shall be effective when it has been properly signed by all parties and when executed by the County (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) additional one (1) year renewal options on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days on the same terms and conditions.

There is a 20% per-task MWBE requirement on this contract.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current 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.

Prepared by: Property Management

FMs-17 through 19 (3 Contracts)

Council District(s) 2

**Office of Law – Real Estate Compliance Division**

**6507, 6740, 6713 Windsor Mill Road, 21207 – Windsor Mill Project**

The Administration is requesting approval of three contracts to acquire land and easement access spanning, in total, approximately 0.141 acre for \$27,427, for the construction of a sidewalk along Windsor Mill Road in Gwynn Oak. FM-17 is a contract with Lorraine V. Carrington-DeCruise, for \$9,841, for land (0.006 acre) and easement access (0.018 acre) located at 6507 Windsor Mill Road. FM-18 is a contract with Najjaa B. Muhammad, for \$10,848, for land (0.038 acre) and easement access (0.044 acre) located at 6740 Windsor Mill Road. FM-19 is a contract with Wambua Kioko, for \$6,738, for land (0.020 acre) and easement access (0.015 acre) located at 6713 Windsor Mill Road. The properties are zoned DR-5.5 (Density Residential – 5.5 lots per acre). The acquired land will be used for highway widening areas, and the easements will be used for temporary construction areas, drainage and utility easements, or revertible slope easements necessary to retain and support the highway and/or adjacent property. Each contract’s compensation amount takes into account any adverse impacts to site improvements and/or proximity damage. See Exhibits A-C.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Purchase Price</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 27,427	<sup>(1)</sup> Capital Projects Fund. The combined purchase price includes \$2,680 to compensate for adverse impacts to certain site improvements and \$4,740 to compensate for proximity damages.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 27,427	

## Analysis

Descriptions of the three acquisitions are as follows:

### 6507 Windsor Mill Road (FM-17)

The County's staff appraiser completed an appraisal of the property effective January 5, 2023, recommending a value of \$9,841. After review and analysis, the County's review appraiser concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office of Law – Real Estate Compliance Division advised that the property owner accepted the County's offer. The purchase price includes \$682 to compensate for adverse impacts to certain site improvements and \$4,740 to compensate for proximity damages; additionally, the County will reinstall or replace as necessary other impacted site improvements.

The total 0.024-acre property to be acquired, including both the land and the easement access area, is part of a larger 0.155-acre parcel that is residentially improved with a detached 2-story dwelling.

### 6740 Windsor Mill Road (FM-18)

The County's staff appraiser completed an appraisal of the property effective October 20, 2022, recommending a value of \$10,848. After review and analysis, the County's review appraiser concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office of Law – Real Estate Compliance Division advised that the property owner accepted the County's offer. The purchase price includes \$1,360 to compensate for adverse impacts to certain site improvements; additionally, the County will reinstall or replace as necessary other impacted site improvements.

The 0.082-acre property to be acquired, including both the land and the easement access area, is part of a larger 0.302-acre parcel that is residentially improved with a detached dwelling.

### 6713 Windsor Mill Road (FM-19)

The County's staff appraiser completed an appraisal of the property effective January 18, 2023, recommending a value of \$6,738. After review and analysis, the County's review appraiser concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office of Law – Real Estate Compliance Division advised that the property owner accepted the County's offer. The purchase price includes \$638 to compensate for adverse impacts to certain site improvements; additionally, the County will reinstall or replace as necessary other impacted site improvements.

The 0.035-acre property to be acquired, including both the land and the easement access area, is part of a larger 0.218-acre parcel that is residentially improved with a detached dwelling.

The Department of Public Works and Transportation (DPWT) advised that construction of a sidewalk along Windsor Mill Road will be completed in three phases: phase one (current phase) will run from Woodlawn Drive to Featherbed Lane; phase two will continue to Windsor Boulevard; and phase three will continue to Rolling Road. The Office of Law – Real Estate Compliance Division advised that, in total, 190 acquisitions are needed for this project, and following approval of these three proposed acquisitions, approximately 23 remaining acquisitions will require Council approval.

The Council has previously approved contracts for 10 properties totaling \$104,669. DPWT advised that estimated phase one costs for property acquisition total \$1.0 million; other estimated phase one costs (including design and construction costs) total \$5.5 million. As of the adoption of the FY 2024 Capital Budget, total authorizations for the project are \$2.5 million, of which \$500,000 is earmarked specifically for phase two. DPWT further advised that as of June 21, 2023, the County had expended/encumbered approximately \$250,000 for land acquisition, and no construction funding has been encumbered.

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

Executive Summary

PROGRAM TITLE: Windsor Mill Project

PROJECT NO.: 205-0286-0516

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Lorraine V. Carrington-DeCruise

LOCATION: 6507 Windsor Mill Road  
Baltimore, MD 21207

CONSIDERATION: \$9,841.00

PURPOSE OF PROJECT: This contract is for the purchase of Highway  
Widening Area 270 sq. ft. and a Revertible  
Slope Area of 782 sq. ft.

LIMITS OF PROJECT: 6507 Windsor Mill Road

Prepared by: Office of Law – Real Estate Compliance Division

Executive Summary

PROGRAM TITLE: Windsor Mill Project

PROJECT NO.: 205-0286-0516

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Najjaa B. Muhammad

LOCATION: 6740 Windsor Mill Road  
Baltimore, MD 21207

CONSIDERATION: \$10,848.00

PURPOSE OF PROJECT: This contract is for the purchase of Highway Widening Area of 1,636 sq. ft., a Revertible Slope Area of 751 sq. ft. and a Drainage and Utility Easement Area of 1,193 sq. ft.

LIMITS OF PROJECT: 6740 Windsor Mill Road

Prepared by: Office of Law – Real Estate Compliance Division



Executive Summary

PROGRAM TITLE: Windsor Mill Project

PROJECT NO.: 205-0286-0516

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Wambua Kioko

LOCATION: 6713 Windsor Mill Road  
Baltimore, MD 21207

CONSIDERATION: \$6,738.00

PURPOSE OF PROJECT: This contract is for the purchase of Highway  
Widening Area 901 sq. ft. and a temporary  
Construction area of 627 sq. ft.

LIMITS OF PROJECT: 6713 Windsor Mill Road

Prepared by: Office of Law – Real Estate Compliance Division

FMs-20 & 21 (2 Contracts)

Council District(s) 7

**Office of Law – Real Estate Compliance Division**

**8108 Beachwood Road & 4010 Old North Point Road, 21222 –  
Fischer Road Relief/Replacement**

The Administration is requesting approval of two contracts to acquire easement access spanning, in total, approximately 0.311 acre for \$38,877, for the replacement of a sanitary sewer in Dundalk. FM-20 is a contract with William Mannino, LLC, for \$9,608, for easement access (0.069 acre) located at 8108 Beachwood Road. FM-21 is a contract with William Mannino, LLC, for \$29,269 for easement access (0.242 acre) located at 4010 Old North Point Road. The properties are zoned ML IM (Manufacturing, Light/Industrial Major District). The easements will be used for temporary construction areas and drainage and utility easements. See Exhibits A and B.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Purchase Price</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 38,877	<sup>(1)</sup> Capital Projects Fund – Metropolitan District Enterprise Fund.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 38,877</u>	

**Analysis**

Descriptions of the two acquisitions are as follows:

8108 Beachwood Road (FM-20)

The County’s staff appraiser completed an appraisal of the property effective June 15, 2022, recommending a value of \$9,608. After review and analysis, the County’s review appraiser

concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office of Law – Real Estate Compliance Division advised that the property owner accepted the County’s offer. The staff appraiser determined that the site’s significant improvements will not be impacted by the taking; however, the County will reinstall or replace as necessary impacted site improvements.

The 0.069-acre easement access area is part of a larger 0.554 acre parcel that is improved with an industrial use building. The property is zoned ML (Manufacturing, Light) and IM (Industrial Major District).

#### 4010 Old North Point Road (FM-21)

The County’s staff appraiser completed an appraisal of the property effective June 15, 2022, recommending a value of \$29,269. After review and analysis, the County’s review appraiser concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office of Law – Real Estate Compliance Division advised that the property owner accepted the County’s offer. The staff appraiser determined that the site’s significant improvements will not be impacted by the taking, however, the County will reinstall or replace as necessary impacted site improvements.

The 0.242-acre easement access area is part of a larger 1.085 acre parcel that is improved with a detached residential dwelling. The property is zoned ML (Manufacturing, Light) and IM (Industrial Major District).

The Office advised that the purpose of the Fischer Road Relief and Replacement Sanitary Sewer project is to separate flow from the American Yeast Corporation (located at 8215 Beachwood Road) until it reaches the interceptor in North Point Road; the new sewer line will follow Universal Trade Drive north to Fischer Road, where it will turn west and cross the Norfolk Southern Railroad tracks and I-695 near the existing 12-inch and 16-inch sewer crossings. The Department of Public Works and Transportation advised that the County is separating the flow to provide a better level of service for all properties connected in this area; separating flow will provide a more efficient means of cleaning and maintaining the public infrastructure without disrupting industrial operations. The Department further advised that the County has increased the capacity of the Lynhurst and Beachwood Road pumping stations upstream of the proposed infrastructure improvements, which has affected the available capacity of the downstream collection system; the proposed relief sewer will provide additional capacity to accommodate the increased size of the upstream pumping stations.

The Office advised that five acquisitions are needed for this project; following approval of these two proposed acquisitions, three additional acquisitions will require Council approval. The Office further advised that estimated costs for acquisitions and title searches total \$583,700, and estimated construction costs total \$3.9 million. As of March 21, 2023, the County has expended/encumbered approximately \$57 for title searches.

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

Executive Summary

PROGRAM TITLE: Fischer Road Relief & Replacement Sanitary Sewer

PROJECT NO.: 201-0077-7312

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: William Mannino, LLC

LOCATION: 8108 Beachwood Road  
Dundalk MD, 21222

CONSIDERATION: \$9,608.00

PURPOSE OF PROJECT: This contract is for the purchase of Drainage & Utility Easement 1,864 sq. ft. and Temporary Construction area totaling 1,146 sq. ft.

LIMITS OF PROJECT: 8108 Beachwood Road to 8215 Beachwood Road

Prepared by: Office of Law – Real Estate Compliance Division

Executive Summary

PROGRAM TITLE: Fischer Road Relief & Replacement Sanitary Sewer

PROJECT NO.: 201-0077-7312

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: William Mannino, LLC

LOCATION: 4010 Old North Point Road  
Dundalk MD, 21222

CONSIDERATION: \$29,269.00

PURPOSE OF PROJECT: This contract is for the purchase of Drainage & Utility Easement 6,220 sq. ft. and Temporary Construction area totaling 4,334 sq. ft.

LIMITS OF PROJECT: 8108 Beachwood Road to 8215 Beachwood Road

Prepared by: Office of Law – Real Estate Compliance Division


BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
APPENDIX A

BALTIMORE COUNTY, MARYLAND  
INTER-OFFICE CORRESPONDENCE

MB-1(a)

TO: Administrative Officer

DATE: 5/9/23

FROM: Kevin D. Reed, Director   
Office of Budget & Finance

COUNCIL MEETING  
DATE: 7/3/23

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 10007481 Peacekeeper Products International, LLC

This Purchase Order is for the purchase of Peacekeeper R.C.B. Expandable Batons for the Baltimore County Police Department.

As indicated in Chief Dennis Delp's 902(f) Justification memo dated March 3, 2023 in 2018 a survey was conducted during the Police Department's In-Service Training regarding the currently issued ASP Baton and there was an overall concern from the Officers about the ineffectiveness of the ASP Baton they currently carry. Officers stated they have no confidence in the tool and will not use it as a force option due to it collapsing during strikes, not fully expanding when deployed, and expanding on their own. The Peacekeeper R.C.B., stays locked in place with its patented joint lock design, which improves its effectiveness, allowing Officers to take control of a situation quicker.

Award Total: \$397,395.52  
Award Date: 5/8/23

PO 10007540 Atlantic Tactical, Inc.

As indicated in the Emergency Justification signed by Chief Dennis Delp, this Purchase Order is to replenish tactical munitions utilized during the recent incident involving the shooting of two Baltimore County Officers.

The incident required the use of every type of tactical munition that was on scene during the two residential search/clear operations and the extended nine hour standoff with the suspect.

Inventory has been reduced to critical levels which would limit the Tactical Unit to being able to handle only a small incident.

The Tactical Unit is trained using Def Tech munitions.

Award Total: \$26,173.89  
Award Date: 5/8/23



PO 10007783

Grayshift, LLC

This Purchase Order is for the purchase of Graykey Unlock/License and extraction Device for Baltimore County Police Department Forensics Unit.

Baltimore County forensics currently utilizes a device and software ("Graykey") from Gray shift, LLC. Grayshift's device is the only hardware tool available that can unlock and extract most Apple devices secured with a passcode. This enables Forensics to obtain valuable evidence that would otherwise be unobtainable. Digital evidence includes text messages, call logs, pictures, videos, contacts and apps – evidence which is used by investigators to investigate crimes and prosecute criminals.

In addition to the unique capability to unlock passcode-secured Apple devices, it can also perform data extraction – even if the device is locked.

Since acquiring the device, Forensics has processed hundreds of mobile devices and it is a primary tool for unlocks and data extraction.

This device is on premise at the Police Dept. meaning that they do not have to ship mobile devices to another location to be processed. This allows Forensics to recover digital evidence in a timely manner.

Award Total: \$47,095.00  
Award Date: 5/12/23

SCON 10001687

Shafer, Troxell & Howe, Inc.

This Supplier Contract provides DPWT the ability to purchase Grundfos and Pentair sewer pumps and parts from Shafer, Troxell & Howe, Inc. As indicated in the Sole Source Justification signed by D'Andrea L. Walker, Shafer, Troxell & Howe, Inc. is the sole source for these pumps and parts in the State of Maryland. The County utilizes twenty-one (21) Grundfos sewage pumps in six different pumping stations. Parts and pumps inevitable wear out over time and if this supplier contract is not available it could affect County residents. For these reasons DPWT is requesting a contract so pumps and parts can be expedited so disruption is avoided.

Estimated Award Total: \$100,000.00  
Award Date: 5/12/23

SCON 10001691

JWC Environmental, Inc.

This Supplier Contract provides for the purchase of proprietary grinders and parts from JWC Environmental, Inc. As indicated in the Sole Source Justification signed by D'Andrea L. Walker, the Department of Public Works utilizes their grinders at nine sewage pumps stations. Sewage pumps require regular maintenance and replacement of parts that are designed to wear over time. JWC Environmental, Inc. is the sole supplier of these sewage grinders and parts in the State of Maryland. These instruments are critical and would affect the safety of the County constituents if one of these sewage grinders were to fail. DPWT is requesting a five (5) year term for these products.

Estimated Award Total: \$100,000.00  
Award Date: 5/15/23

SCON 10001662 Hatch Data, LLC

This Supplier Contract is for the purchase of Energy Intelligence software solutions for Data analysis from Hatch Data LLC.

As indicated in Seth Blumen's 902f Justification memo dated February 23, 2023, the Energy Data Analysis allows for the continuation of an in-depth look at electricity usage providing a 15 minute, hourly and daily intervals to identify opportunities to conserve and reduce costs with the software from Hatch Data. The revenue generated from the demand response program will more than offset the cost by utilizing the energy intelligence software.

Estimated Award Total: \$208,798.80  
Award Date: 5/17/23

PO 10007789 Nash Holdings, LLC, WP Company LLC, dba The Washington Post

This Purchase Order is for Nash Holdings, LLC dba The Washington Post to provide advertisement services for Baltimore County's Department of Economic Workforce Development (DEWD). This one-time purchase is for the supplier to provide marketing advertisements for Baltimore County's spring campaign to highlight brewery attractions for visitors and residents. Nash Holdings, LLC is well positioned to engage with Baltimore County's targeted drive market for our amenities throughout the spring and summer months. Nash Holdings, LLC provides and estimates 2.2M impressions, highly engaged readers and visitors rely on the publication as a trusted resource for where to go and what to do in the region.

Award Total: \$30,000.00  
Award Date: 5/25/23

PO 10008010 Beacon, Inc.

This Purchase Order is for the purchase and installation of two (2) Yamaha Outboard Boat Motors, cables, and props for the Marine Unit.

These motors are needed to replace existing motors that are failing. The existing Evinrude motors are discontinued and aftermarket replacement parts are extremely difficult to source.

As noted in the Emergency Justification signed by Chief Delp, the Marine Unit had one boat out of service for over a year waiting on parts from the boat's manufacturer and another boat went out of service in October 2022. One of the two boats has been returned to service.

Lead time for new motors are running approximately a year or more – inventory is very hard to come by. The chosen supplier currently has two motors in stock.

Having any boat out of service is a Public Safety concern because the Marine Unit cannot perform waterway patrol function.

Award Total: \$35,950.00  
Award Date: 5/25/23

SCON 10001729 Miovision Technologies Incorporated

As requested by the Department of Public Works, this Supplier Contract provides for the purchase of four (4) traffic data collector cameras and software extracting and file transfer services from Miovision Technologies Incorporated. As detailed in the 902f Justification memo signed by D'Andrea Walker, the Miovision Scout camera has the versatility to collect different types of counts, and the portability to be set in various locations throughout the course of a year, whereas other traffic counters do not. The Scout also has the capability to capture and collect vehicle travel speed data. The Miovision Scout is the only device that meets our needs for volume, movement, and speed collection, with the portability and relative ease of set up and operations in a single unit device. Without this procurement, the County maybe required to contract out some counts at a higher expense in order to keep up with the constituent inquiries, or we would consider to limit the number of studies allowed and modify the number of yearly non critical intersections counted per year.

Estimated Award Total: \$182,000.00  
Award Date: 5/25/23

SCON 10001735 Sitech Chesapeake, LLC

This Supplier Contract provides for the purchase of one (1) new fixed wing drone and annual operating software, through Sitech Chesapeake, LLC. As detailed in the 902f Justification memo signed by D'Andrea Walker, the Eastern Sanitary Landfill has a projected closure year of 2027 with existing trash input rates. The drone provided through Sitech Chesapeake, LLC will allow for daily/weekly volumetric analyses to maximize landfill life. Additionally, the County is required by the Maryland Department of the Environment (MDE) to conduct an annual survey of the Eastern Sanitary Landfill, which is currently performed by consultants. The drone will allow the County to conduct the annual survey, eliminating the need for an outside consultant to conduct the survey.

The initial cost of the fixed wing drone is \$29,365.00. Thereafter, the related software/subscription fees are \$14,000.00 annually.

Estimated Award Total: \$99,365.00  
Award Date: 5/25/23

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