

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

*Issued: November 9, 2023
Reissued: November 14, 2023
Work Session: November 14, 2023
Legislative Day No. 21 : November 20, 2023*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

November 20, 2023

NOTES TO THE AGENDA

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**AGENDA
BALTIMORE COUNTY COUNCIL
LEGISLATIVE SESSION 2023, LEGISLATIVE DAY NO. 21
NOVEMBER 20, 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

COUNCIL

- 1 Bill 81-23 – Councilmembers Marks & Crandell – Demolition of Unsafe Structures
- 3 Bill 82-23 – Mr. Kach – Speed Monitoring Systems – School Zone Definition

APPROVAL OF FISCAL MATTERS/CONTRACTS

JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW

- 4 1. Contract – Schlachman, Belsky, Weiner & Davey, P.A. – Legal services – OOL
- 7 2. Purchase Order – Progressive Management Resources, Inc. – Consulting services – OOL

TIMOTHY CHANCE, ASSISTANT COUNTY ATTORNEY, REAL ESTATE COMPLIANCE

- 10 3. Contract of Sale – Kolawole Lateef Fadairo, Babtunde Raji & Nurudeen Olukayode Adenola– 6711 Windsor Mill Rd, 21207-REC

SETH BLUMEN, ENERGY & SUSTAINABILITY COORDINATOR, EXECUTIVE OFFICE

- 13 4. Contract – Noresco, LLC – Energy performance contracting services – EO

D’ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

- 17 5. Contract – Clean Harbors Environmental Services, Inc. – Removal of household hazardous waste – DPWT
- 21 6. Contract – Century Engineering, LLC – On-call professional services–Environmental/engineering studies, designs & reports-DPWT
- 26 7. Contract – Absher Farms, LLC – On-call snow removal and salt application – DPWT
- 26 8. Contract – Consolidated Services, Inc. – On-call snow removal and salt application – DPWT
- 26 9. Contract – A.R.G. General Contracting, LLC – On-call snow removal and salt application – DPWT
- 26 10. Contract – P2 Cleaning Services, LLC – On-call snow removal and salt application – DPWT
- 30 11. Contract – McLamb Services, LLC – Parking lot striping – DPWT
- 33 12. Contract – Advance Scale of Maryland, LLC – Certified preventative maintenance, calibration & inspection – Truck scales-DPWT

MAJOR GLEN WIEDECK, POLICE DEPARTMENT

- 37 13. Contract – OMTC Land Unit 9, LLC d/b/a Marriott Owings Mills Metro Centre – Hostage Negotiation Seminar - PD

MISCELLANEOUS BUSINESS

COUNCIL

- 45 1. Correspondence - (a) (4) - Non-Competitive Awards (October 18, 2023)

D’ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

- 42 2. Res. 34-23 – Mr. Jones(By Req.) - Baltimore County Water Supply and Sewerage Plan – Amendment Cycle 41

Bill 81-23

Council District(s) All

Councilmembers Marks & Crandell

Demolition of Unsafe Structures

Bill 81-23 permits the Director of the Department of Permits, Approvals and Inspections (the “Director”) to order the demolition of an uninhabited unsafe structure. Specifically, when, in the opinion of the Director, the condition of a structure is unsafe such that it poses an imminent danger to human life or the public welfare, the Director may order the necessary work to be done to eliminate the condition, including the demolition of the structure or structures. Currently, the only method for demolishing such an unsafe structure is through condemnation, which is a longer and more costly process than the process set forth in Bill 81-23.

Bill 81-23 establishes several steps that must be taken prior to any demolition under this new process. First, the Director must post notice conspicuously on the property that states the condition of the structure is unsafe, and that the Director may order demolition of the structure if the owner fails to either immediately correct the condition or apply for a demolition permit within the next two business days and, upon receiving the permit, immediately begin demolition. Second, an inspection must be completed before a demolition may occur that confirms the structure is vacant. Third, the Director must publish a notice in a newspaper of general circulation for three consecutive days that includes: the address of the structure; a description of the property on which the structure is located; and a statement that the condition of the structure is unsafe, and that the Director may order its demolition if the owner fails to immediately correct the condition or apply for a demolition permit. That notice must also be sent to the owner of record for the property by certified mail and posted on the County’s website. Last, if practicable, the Director shall obtain an appraisal of a structure’s value from an independent qualified real estate appraiser prior to its demolition under this section. However, the failure to obtain an appraisal shall not affect the rights of the County under this section.

If demolition or repair of the structure has not started within 30 days of mailing the notice to the owner of record, or within 30 days of the last day of publication of the notice in a newspaper of general circulation, whichever is later, the County may, at the expense of the owner, demolish the structure. However, the County may act faster than the 30-day timeline. If, in the opinion of the

Director, immediate action is required because the condition of a structure is unsafe such that it poses an imminent danger to human life or the public welfare, the Director shall order that the necessary work be performed to render the structure safe, including the immediate demolition of the structure, whether or not the pre-demolition procedures have been completed. Demolition of a structure under this expedited process may not begin until at least 24 hours following service of written notice of the order, unless such service is not possible because the identity or the address of the owner cannot be determined from public records.

Regardless of the pre-demolition process, an interested person objecting to an order to demolish an unsafe structure under this section may file an action in an appropriate form in a court of competent jurisdiction. However, an owner, occupant, or agent may not obstruct, impede, or harass an employee, or contractor or their agents or employees, in the performance of their work under this section.

The County may procure the performance of any work on an unsafe structure ordered by the Director, including demolition, by County employees or by contract. A County employee or contractor authorized by the County to perform any work, including demolition, may enter on private lands for the purpose of performing the work in accordance with the Director's order.

The costs incurred by the County in performing work on a structure, including demolition, shall be considered a lien on the land and improvements, which shall be added to the owner's property tax bill and collected in the same manner as the taxes or in the same manner as any money judgment. In addition to any other remedy or penalty provided by law or regulation, the County may enforce the lien by sale of the property, whether real or personal.

Bill 81-23 will take effect 45 days after its enactment.

Bill 82-23

Council District(s) All

Mr. Kach

Speed Monitoring Systems – School Zone Definition

Bill 82-23 re-states the State law definition of a “school zone” in the County Code in relation to the County’s use of speed monitoring systems in order to clarify where such systems may be placed. Currently, the County Code authorizes the Police Department, in consultation with other County offices and departments, to develop a program for the procurement, use, and implementation of speed monitoring systems in school zones, in accordance with § 21-809 of the Transportation Article of the Annotated Code of Maryland. The County Code also states that the Police Department shall use portable speed monitoring systems where feasible. However, the meaning of “where feasible” is not clear.

State law establishes in the definition of a “school zone” the parameters of where a portable speed monitoring system may be located. Accordingly, Bill 82-23 re-states that definition in the County Code. Specifically, in accordance with the definition of a “school zone” set forth in § 21-809(a)(7) of the Transportation Article of the Annotated Code of Maryland, the Police Department may use and implement speed monitoring systems on or around a designated roadway segment within up to a half-mile radius of a school for any of grades kindergarten through grade 12 where school-related activity occurs, including: travel by students to or from school on foot or by bicycle; or the dropping off or picking up of students by school buses or other vehicles.

With the affirmative vote of five members of the County Council, Bill 82-23 will take effect 15 days after its enactment.

FM-1 (Contract)

Council District(s) All

Office of Law

Legal Services

The Administration is requesting approval of a contract with Schlachman, Belsky, Weiner & Davey, P.A. to provide additional (supplementary) legal representation for the County and a County police officer in regard to an appeal matter before the Supreme Court of Maryland. The contract will commence upon Council approval and continue through the earlier of the completion of authorized work or January 31, 2025. The County will compensate the firm \$5,000. See Exhibit A.

Fiscal Summary

Funding Source	Flat Fee	Notes
County ⁽¹⁾	\$ 5,000	⁽¹⁾ Self Insurance Fund.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 5,000</u>	

Analysis

The contractor will provide additional (supplementary) legal representation for the County and a County police officer in regard to an appeal currently before the Supreme Court of Maryland. The Office advised that the contractor will work with the Office’s attorneys to prepare for and present oral arguments. Services include providing legal advice and consultation, developing argument strategy and tactics, reviewing briefs, and performing legal research.

The contract will commence upon Council approval and continue through the earlier of the completion of authorized work or January 31, 2025. The County will compensate the firm \$5,000.

The contract provides that the agreement may not be modified, amended, changed, or altered except by written agreement executed by the parties.

The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County due to the contractor's significant experience in representing police officers in state and federal court cases involving complex legal issues regarding qualified immunity.

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

Executive Summary

The law firm of Schlachman Belsky Weiner & Davey, P.A. will provide additional legal representation to the County and a County police officer in regard to an appeal currently before the Supreme Court of Maryland, the highest appellate court in the State, involving complex issues of qualified immunity. The firm has significant expertise in representing the legal interests of police officers in state and federal cases involving questions of qualified immunity. The Firm's expertise provides important perspective that will help assist OOL in the formation and presentation of oral arguments during the appeal in order to best protect the interests of the County and the County officer.

Prepared by: Office of Law

FM-2 (Contract)

Council District(s) All

Office of Law

Consulting Services

The Administration is requesting approval of a contract with Progressive Management Resources, Inc. (PRM) to provide consulting services to ensure compliance with the requirements of a U.S. Department of Justice consent decree pertaining to the Baltimore County Fire Department. The contractor’s services will include revising the Department’s fair practices policy, complaint and investigations procedures, and training, and working with the Department to develop and administer a workplace climate survey to gauge employees’ views. The contract commences upon Council approval and continues through March 6, 2026 (the end of the consent decree). Compensation may not exceed \$430,250 for the entire approximate 2-year and 3 ½-month term. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 430,250	⁽¹⁾ Self Insurance Fund. ⁽²⁾ For the entire approximate 2-year and 3 ½ -month term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 430,250</u> ⁽²⁾	

Analysis

The Office advised that on September 6, 2023, the County entered into a consent decree with the U.S. Department of Justice (DOJ) pertaining to the Fire Department. PRM will provide consulting services to ensure compliance with the consent decree requirements. The contractor’s services

will include revising the Department's fair practices policy, complaint and investigations procedures, and training (to include live, interactive annual training), and working with the Department to develop and administer a workplace climate survey to gauge employees' views.

The contract commences upon Council approval and continues through March 6, 2026 (the end of the consent decree). Compensation may not exceed \$430,250 for the entire approximate 2-year and 3 ½-month term. The County may terminate the agreement by providing written notice.

The Office advised that the DOJ provided a list of four potential contractors to the County; the County contacted the potential contractors and PRM was the only respondent. The Office further 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

The United States Justice Department (DOJ) alleged that the County violated Section 705 of Title VII by subjecting female employees to a hostile work environment on the basis of their sex. It is also alleged, that despite knowledge of the sexual harassment, the Baltimore County Fire Department (BCoFD) failed to take immediate and appropriate action to address the hostile work environment.

The County entered into a Consent Decree with the DOJ on September 6, 2023. The parties agreed to voluntarily enter into the Consent Decree and settle the matter without the burden and risk of protracted litigation. Further, the parties acknowledge their shared interest and the County's stated commitment to develop improved policies, procedures, and trainings to ensure BCoFD is a workplace free of sexual harassment.

The Consent Decree does not constitute an adjudication or finding on the merits of the case, and is not an admission of liability by the County. The Consent Decree will remain in effect until March 6, 2026, which is **thirty (30) months** from the date of entry of the Decree.

Progressive Management Resources Inc., will work to ensure compliance with the decree requirements. Progressive Management Resources, Inc. was the only DOJ-approved contractor to submit a bid.

Prepared by: Office of Law

FM-3 (Contract)

Council District(s) 2

Office of Law – Real Estate Compliance Division

6711 Windsor Mill Road, 21207

The Administration is requesting approval of a contract to acquire land and easement access spanning approximately 0.143 acre for \$10,380 for the construction of a sidewalk along Windsor Mill Road. Kolawole Lateef Fadairo, Babatunde Raji, and Nurudeen Olukayode Adenola currently own the property, which is located at 6711 Windsor Mill Road in Gwynn Oak. The property is zoned DR-5.5 (Density Residential – 5.5 lots per acre). The acquired land will be used for a highway widening area, and the easement will be used for a temporary construction area. See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County ⁽¹⁾	\$ 10,380	⁽¹⁾ Capital Projects Fund.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 10,380</u>	

Analysis

The County’s appraisal consultant, Everett Benfield Advisors, completed an appraisal of the property effective November 29, 2022, recommending a value of \$10,380. 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 advised that the property owner accepted the County’s offer.

The total 0.143-acre property to be acquired, including the land (0.054 acre) and the temporary construction area (0.089 acre), is part of a larger 0.824-acre parcel that is residentially improved with a single-family residence.

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 further advised that, in total, 190 acquisitions are needed for this project for all phases, and following approval of the proposed acquisition, approximately 10 remaining phase one acquisitions will require Council approval.

The Council has previously approved contracts for 22 properties totaling \$253,602. 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, appropriations earmarked for the project total \$2.5 million, of which \$500,000 is earmarked specifically for phase two. DPWT further advised that as of October 25, 2023, the County had expended/encumbered approximately \$300,000 for land acquisition and had not encumbered any funding for construction.

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

Executive Summary

PROGRAM TITLE: Windsor Mill Sidewalk Project

PROJECT NO.: 205-0286-0516

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Kolawole Lateef Fadairo
Babatunde Raji
Nurudeen Olukayode Adenola

LOCATION: 6711 Windsor Mill Road
Baltimore, MD 21207

CONSIDERATION: \$10,380.00

PURPOSE OF PROJECT: This contract is for the purchase of Highway Widening Area 2,380 sq. ft. and a Temporary Construction Area of 1,418 sq. ft.

LIMITS OF PROJECT: 6711 Windsor Mill Road

Prepared by: Office of Law – Real Estate Compliance Division

FM-4 (Contract)

Council District(s) 6

Executive Office

Energy Performance Contracting Services

The Administration is requesting approval of a contract with NORESKO, LLC to perform an energy audit and to develop comprehensive energy efficiency and guaranteed savings programs at three County buildings: the County Office Building, Historic Courthouse, and Detention Center (Phase I Study). The contract commences upon Council approval and continues through the County’s final acceptance of the Phase I Study (estimated to be completed in June 2024). The contract provides that should the County not proceed with the implementation of Phase II, then the County will pay NORESKO a \$42,800 “Backout Fee”; if the County does opt to proceed with Phase II, then the contractor will incorporate the full cost of the Phase I Study (maximum of \$250,000) into a subsequent proposed contract (to be presented for Council approval at a later date). The Administration advised that the costs to conduct the energy audit (e.g., design, engineering) generally exceed the “Backout Fee” and aren’t known until completed. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 42,800	⁽¹⁾ Capital Projects Fund. ⁽²⁾ For the Phase I Study; however, if the County proceeds with Phase II, then the full cost of the Phase I Study (maximum of \$250,000) will be incorporated into a subsequent contract.
State	--	
Federal	--	
Other	--	
Total	\$ 42,800 ⁽²⁾	

Analysis

In an effort to meet energy reduction goals, the County is seeking to contract with an Energy Services Company (ESCO) for energy services and energy-related capital improvements that would be financed through an Energy Savings Performance Contract (ESPC). The County has

identified three buildings, the County Office Building, Historic Courthouse, and Detention Center, for which savings and energy reduction may be provided through an ESPC.

The services will be provided in three phases: an energy audit and development of an ESPC (Phase I), the final design and construction (Phase II), and the performance period (Phase III). Phases II and III will be governed by an ESPC, which the Administration advised would be presented for Council approval at a later date.

Phase I

The contractor will perform a comprehensive energy audit including an assessment of energy use, savings potential, project opportunities, and the potential for developing an ESPC. The audit will identify and recommend potential Energy Conservation Measures (ECMs) to be completed at each location, and provide a definitive estimate of all costs and savings expected to result from the proposed ECMs. Upon submission of the audit, the contractor will meet with the County to discuss the audit's findings and recommendations. Should the proposed project meet minimum energy reduction requirements and be fully funded with guaranteed energy savings, and should the County accept the findings, the County and the contractor will proceed to Phase II. The Administration estimates that Phase I will begin in December 2023 and be completed in June 2024.

Phase II

The contractor will implement the comprehensive energy efficiency and guaranteed savings program and provide the funds necessary to cover all program costs. The contractor will guarantee the level of energy and energy-related operational costs avoidance to be achieved throughout the payback period (maximum of 20 years). Services include all project management, engineering, construction financing, recommended maintenance services, and energy measurement and verification. Reimbursement for costs will be derived solely from the County's guaranteed cost savings, and payments will never be greater than the actual cost avoidance generated. The contract specifies that should the actual savings achieved be less than the guaranteed savings, then the contractor will reimburse the County an amount equal to the difference between the actual savings and the guaranteed savings.

Phase III

The contractor will implement, monitor, maintain, and document system and equipment settings to safeguard energy savings and cost avoidance during the payback period. In addition, the

contractor will provide comprehensive maintenance and warranty services for all equipment and provide annual energy and cost avoidance reports to the County.

The Administration advised that should the County enter into Phase II, design and construction are expected to begin in July 2024 and be completed in May 2025. According to the contractor's proposal, the initial cost estimate of ECM implementation totals approximately \$19.3 million, with annual cost savings of approximately \$1.2 million.

The contract commences upon Council approval and continues through the County's final acceptance of the Phase I Study. The contract provides that should the County not proceed with the implementation of Phase II, then the County will pay NORESCO a \$42,800 "Backout Fee"; if the County proceeds with Phase II, then the contractor will incorporate the full cost of the Phase I Study (maximum of \$250,000) into a subsequent contract (which would be presented for Council approval at a later date). The Administration advised that the costs to conduct the audit (e.g., design, engineering) generally exceed the "Backout Fee" and aren't known until completed. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process from three proposals received. According to the bid documents, there is a 30% M/WBE participation requirement.

On November 2, 2020, the Council approved a similar contract with CEG Solutions LLC to perform an energy audit and develop comprehensive energy efficiency and guaranteed savings programs at the Glen Arm Equipment Maintenance Facility and the Drumcastle Government Center. The Administration advised that the actual savings generated have yet to be determined. The Administration further advised that since 2010, energy audits have been performed at numerous County-owned buildings.

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

As the owner and operator of over 150 buildings, the County has identified the need to reduce energy consumption and save associated energy and maintenance costs, which can be done through an Energy Performance Contract (EPC), a budget neutral approach to make building improvements and increase operational efficiency.

Request for Proposals No.P-10000044 was released with a due date of 2/27/2023 and requested an energy performance contractor (also termed energy services company or ESCO) for a full range of energy-related capital improvements (energy conservation measures or ECMs), financed through a performance contract for the facilities identified: County Office Building, Historic Courthouse and the Detention Center.

The energy performance contractor (ESCO) will ultimately be responsible for providing complete services for a turnkey project including, but not limited to:

- Design of complex energy and capital improvement projects
- Providing complete financing options
- Providing comprehensive construction management
- Providing equipment maintenance and repair/ replacement for the complete installation of ECMs, and ongoing measurement and verification (M&V) services, all of which will be funded through the guaranteed energy cost avoidance.

Noresco offered the highest value proposal. The proposed measures will allow the County to take major steps to reach its energy and sustainability goals, including for compliance with the State's building energy performance standards. Noresco presented the most holistic approach to heating/ventilation/air conditioning (HVAC) systems, and the greatest range of measures (lighting and controls, building management systems, solar photovoltaic systems, water conservation and conversion to high-efficiency systems). Noresco demonstrated a willingness to investigate additional ECMs for the County's consideration in future phases of implementation.

During Phase I, Noresco shall conduct a comprehensive energy audit, including a detailed engineering feasibility study of the energy and utility systems serving the facility, and effectively analyze all existing systems, equipment, operations and utility costs. The objective shall be to identify technical solutions and provide a definitive estimate of costs and savings resulting from the proposed energy conservation measures. As part of Phase I, and prior to submission for approval of Phase II, the ESCO shall prepare a Phase II Proposal finalizing the technical and economic components of the ECM recommendations approved in Phase I. If awarded a Phase II contract, Noresco shall implement the comprehensive energy efficiency and guaranteed savings program, providing the funds necessary to cover all of the costs associated with the program, and providing a guarantee of the level of energy and operational cost avoidance to be achieved throughout the payback period (maximum of 20 years).

Prepared by: Administration

FM-5 (Contract)

Council District(s) All

Department of Public Works and Transportation

Removal of Household Hazardous Waste

The Administration is requesting approval of a contract with Clean Harbors Environmental Services, Inc. to provide testing (via an on-site chemist), packing, removal, and disposal of household hazardous waste from the Central Acceptance Facility in Cockeyville. The contract commences upon Council approval, continues until May 31, 2024, and will renew automatically for three additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$2,222,112 for the entire approximate 4-year term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 2,222,112	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimate for the entire approximate 4-year term.
State	--	
Federal	--	
Other	--	
Total	\$ 2,222,112 ⁽²⁾	

Analysis

The contractor will provide all labor, materials, equipment, and incidentals necessary to safely pack, remove, and dispose of household hazardous waste on a regular basis from the Central Acceptance Facility (which serves as the County’s household hazardous waste drop-off site, operating Monday – Saturday, year-round). The contractor will also provide an on-site chemist

three days per week to ensure that all hazardous waste is tested, identified, and properly stored. Household hazardous waste includes paints, cleaners, automotive fluids, flammable or combustible solvents, pesticides, and other materials not permitted in the regular trash pick-up.

Unit prices vary depending on the materials provided or type of waste collected. For example, the unit price is \$76.08 to \$643.72 per 55-gallon drum for bulk liquid waste and \$193.12 per 55-gallon drum for liquid and solid pesticides, corrosives, flammables (i.e., paint, glue, caulk), and Class 3, 4.1, and 8 hazardous materials. The hourly rate for the on-site chemist is \$80.44 or \$160.88 (regular or overtime). The price per test for the presence of PCB is \$79.80.

The contract commences upon Council approval, continues until May 31, 2024, and will renew automatically for three additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$2,222,112 for the entire approximate 4-year term, including the renewal and extension periods. Either party may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract as a cooperative procurement of an existing competitively-bid 5-year County of Fairfax, Virginia agreement that was awarded May 27, 2022 and effective June 1, 2022. According to the bid documents, there is not an M/WBE participation requirement.

According to bid documents, prices shall remain firm through May 31, 2024 and then the County of Fairfax, Virginia may entertain a request for an escalation in unit prices utilizing contractor-supplied documentation to support the requested adjustment. The Office of Budget and Finance, Purchasing Division advised that because the County of Fairfax is the lead agency in the procurement, it will make the decision to approve or adjust the requested price increase, on behalf of all parties involved, based upon its investigation and the information provided by the contractor.

On July 6, 2020, the Council approved a similar 5-year and 4-month contract (effective April 5, 2020) with Ecoflo, Inc. (now ACV Environmental Services, Inc.) with estimated compensation totaling \$500,000. The Department advised that this contract also provided for household hazardous waste collected from "Amnesty Days," which the County is not currently holding, but did not include the provision of an on-site chemist. The Purchasing Division advised that in 2023, the contractor was unwilling to continue services at the current rates, and in order to prevent a

lapse in services, the County agreed to continue the contract under higher negotiated rates until a new contract could be procured and approved. The County's financial system indicated that expenditures/encumbrances under this contract as of November 2, 2023 totaled \$435,883.

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 Public Works and Transportation requests approval of a term contract with Clean Harbors Environmental Services, Inc., who shall provide the County with the removal of Household Hazardous Waste from the County's Central Acceptance Facility. These products are dropped off by the County's constituents and must be tested and disposed of in a safe and timely manner. This contract will provide an on-site chemist for three days of the week to ensure that all hazardous waste is tested, identified and properly stored. Household hazardous waste can be extremely volatile and dangerous if not handled appropriately by trained individuals. This contract will ensure that all materials are properly handled and disposed of according to federal safety standards.

This contract is awarded as a Cooperative Agreement, pursuant to the competitively solicited County of Fairfax, Virginia Invitation for Bid # 2000003484. The term of the Agreement is effective upon approval of the County Council, and shall continue through May 31, 2024, at which time, the County may exercise three (3) one-year renewal option through May 31, 2027. 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 this Agreement including renewals thereof.

The contractor was selected based upon the existing Fairfax County contract, and the contractor's experience in performing similar Household Hazardous Waste services in Fairfax County, Virginia. All work performed by the contractor shall be overseen by the Bureau of Solid Waste.

Prepared by: Department of Public Works and Transportation

FM-6 (Contract)

Council District(s) All

Department of Public Works and Transportation

On-Call Professional Services – Environmental/Engineering Studies, Designs & Reports

The Administration is requesting approval of a contract with Century Engineering, LLC to provide on-call watershed and stream restoration assessment, design, and monitoring services. The contract commences upon Council approval, continues for 5 years, and will renew automatically for up to two additional 1-year periods. The contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The contract does not specify a maximum compensation for the initial 5-year term. Compensation may not exceed \$4.0 million for the entire 7-plus-year term, including the renewal periods. On September 5, 2023, the Council approved five 7-plus-year contracts not to exceed \$4.0 million each (\$20 million combined) for these services. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 4,000,000	⁽¹⁾ Capital Projects Fund (including Metropolitan District).
State	--	⁽²⁾ For the entire 7-plus-year term.
Federal	--	
Other	--	
Total	<u>\$ 4,000,000</u> ⁽²⁾	

Analysis

The contractor will provide on-call engineering services for various watershed and stream restoration projects and related water quality initiatives. Services include watershed, environmental, and ecological assessments; stream restoration and best management practice design; hydrologic/hydraulic modeling and analysis; sediment and erosion control; construction

supervision services; and post-construction services. The Department advised that the services are required in order to achieve federal and State mandated pollutant load reductions and to implement the County's Waterway Improvement Program.

The contract commences upon Council approval, continues for 5 years, and will renew automatically for up to two additional 1-year periods, unless the County provides notice of non-renewal. The contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The contract does not specify a maximum compensation for the initial 5-year term. Compensation may not exceed \$4.0 million for the entire 7-plus-year term, including the renewal periods.

The County will compensate the contractor for services at the engineer's cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits. The County will not encumber funding for the contract at this time but rather will charge contract costs to specific projects as it assigns work tasks. The County may terminate the agreement by providing 30 days prior written notice.

The contract stipulates that should the contractor perform work under the 2005 consent decree, they shall be liable for payment of penalties charged to the County for failure by the contractor to meet or achieve deadlines or requirements. The damages payable would be dependent upon the type of project and the length of delay in completing the project.

On February 3, 2023, the Professional Services Selection Committee (PSSC) selected the contractor (and five other contractors noted below) from 16 submittals based on qualifications and experience. According to the bid documents, there is a 20% M/WBE participation requirement.

On September 5, 2023, the Council approved five similar 7-plus-year contracts not to exceed \$4.0 million each (\$20 million combined) with Bayland Consultants & Designers, Inc; Biohabitats, Inc.; KCI Technologies, Inc.; McCormick Taylor, Inc.; and WSP USA, Inc. The County's financial system indicated that as of October 30, 2023, no funds have been expended/encumbered under these contracts. The Department advised that it intends to distribute work equally among the six contractors, but it will consider each contractor's experience with the watershed/stream conditions and their individual expertise.

On April 18, 2016, the Council approved seven similar 7-plus-year contracts not to exceed \$4.0 million each (\$28.0 million combined), with Century Engineering, Inc. and Biohabitats, Inc. (A Joint Venture); Gannett Fleming, Inc.; Johnson Mirmiran & Thompson, Inc.; KCI Technologies, Inc.; McCormick Taylor, Inc.; Parsons Brinckerhoff, Inc. (known as WSP USA, Inc. as of May 2017); and Rummel, Klepper & Kahl, LLP. These contracts expire at the conclusion of projects that were active as of April 17, 2023. The County's financial system indicates that expenditures/encumbrances under the contracts with Century Engineering, Inc. and Biohabitats, Inc.; Gannett Fleming, Inc.; Johnson Mirmiran & Thompson, Inc.; KCI Technologies, Inc.; McCormick Taylor, Inc.; WSP USA, Inc.; and Rummel Klepper & Kahl, LLP totaled \$3,975,582, \$1,190,052, \$6,919, \$2,371,862, \$2,845,783, \$3,104,456, and \$2,452,561, respectively.

Currently (and excluding the aforementioned contract), Century Engineering, Inc. has three other contracts with the County.

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

EXECUTIVE SUMMARY

Contract Executive Summary - Basic Information

On-Call Watershed & Stream Restoration Assessment, design and Monitoring Services

Vendor Name – Century Engineering, LLC.

Scope of Contract – Projects may include:

Assessment

- Ecological and biological assessments
- Fluvial geomorphological survey and functional assessments
- Stream bed and bank analysis
- Wetland function assessments / delineations
- Riparian forest assessments / delineations / invasive plant species assessments

Design & Permitting

- Topographic survey and easement preparation
- Alternatives analyses and conceptual and final restoration design
- Outfall analysis and stabilization design
- Hydrologic and hydraulic modeling
- Sediment transport studies
- Erosion & sediment control design
- Landscape design / bioengineering / Forest Conservation Plans
- Upland stormwater BMP design
- Development of plans, specifications, and engineers cost estimates
- Calculation of credits for TMDLs and impervious acre treatment
- Preparation of federal, state, and local permits and regulatory coordination

Bid and Construction Management / Inspection

- Requests for Information (RFIs) and material submittals
- Construction management, inspection, and oversight
- Asbuilt certification

Post-construction

- Monitoring and reporting to document compliance and sustainability
- Inspection for credit verification
- Development of adaptive management plans to incorporate lessons learned

Additional Services

- Geotechnical engineering services
- Community outreach
- Maintenance of traffic plan
- Grant funding assistance

Purpose - Professional services are required to develop environmental and engineering studies, designs, and reports for various integrated stream restoration and upland water quality projects in order to achieve Federal and State mandated pollutant load reductions and implement the Waterway Improvement Program in Baltimore County. Project implementation will result in stable, ecologically-functional stream and riparian systems. Projects may also include post-design consulting, construction management, and pre- and post-construction monitoring. The services will be assigned on an “as-required” or emergency basis through the utilization of an On-Call form of agreement.

Contract Value \$ - \$4,000,000.00

Term – The length of the contract will be 5-years with the possibility of two 1-year extensions.

Vendor Selection method - Via PSSC meeting on February 3, 2023

Prepared by: Department of Public Works and Transportation

FMs-7 through 10 (4 Contracts)

Council District(s) All

Department of Public Works and Transportation

On-Call Snow Removal and Salt Application

The Administration is requesting approval of four contracts, with Absher Farms, LLC (FM-7), Consolidated Services, Inc. (FM-8), A.R.G. General Contracting, LLC (FM-9), and P2 Cleaning Services, LLC (FM-10), to provide on-call snow removal and salt application services. Each contract commences upon Council approval, continues through April 30, 2024, and may be renewed automatically for four additional 1-year periods. (November 1 through April 30 constitutes a snow season.) Compensation may not exceed the amount appropriated for the entire contract term. The Department advised that the contract amounts are not reasonably estimable at this time. The FY 2024 budget for the Storm Emergencies Program totals \$8.5 million, including \$3.7 million for contractual snow removal services. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Combined Maximum Compensation
County ⁽¹⁾	*	*
State	--	--
Federal	--	--
Other	--	--
Total	* (2)	* (3)

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ The hourly rates for these contractors range from \$115 to \$175, depending on the contractor and type of equipment provided.

⁽³⁾ Compensation may not exceed the amount appropriated for snow removal and salt application services for the entire term. The amounts are not reasonably estimable at this time.

Analysis

In accordance with the Department’s snow removal plan, responsibility for most Priority 1 routes (i.e., roads with traffic volumes of at least 10,000 vehicles per day) will be assigned to contractors, allowing the County to focus its efforts on subdivision streets more quickly.

The proposed four contractors will provide the following:

<u>Contractor</u>	<u>Equipment</u>	<u>Hourly Rate</u>
A.R.G. General Contracting, LLC	4 one-ton pick-up or small single-axle dump trucks, each with plow and spreader	\$135
Consolidated Services, Inc.	1 four-wheel drive pick-up truck with plow and spreader	\$115
P2 Cleaning Services, LLC	2 one-ton pick-up or small single axle dump trucks and 2 single-axle dump trucks, each with plow and spreader	\$135/\$175
Absher Farms, LLC	1 four-wheel drive pick-up truck with plow and spreader	\$115

Each contractor will be paid based on the actual hours the equipment is in service, including up to 2 hours for travel time (1 hour each to and from the County highway shop). Additionally, the minimum work shift is 4 hours. The County will provide all rock salt for spreading on the road surfaces.

Each contract commences upon Council approval, continues through April 30, 2024, and may be renewed automatically for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. The contracts provide that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that an estimated amount for each contract is undeterminable due to the unpredictable nature and timing of snowfalls (i.e., density and depth of snowfalls, number of snowfalls occurring during the season). The County may terminate the agreements by providing 30 days prior written notice.

The FY 2024 budget for the Storm Emergencies Program totals \$8.5 million, including \$3.7 million for contractual snow removal services. The Department advised that FY 2023 snow removal expenditures totaled \$1.1 million, including \$242,932 for contractual services.

The Office of Budget and Finance, Purchasing Division advised that the pricing and contract terms are based on similar contracts established by the State of Maryland. However, hourly rates may be changed at the beginning of each snow season based on the State rates in effect at that time. The State contracts include an additional incentive payment to the contractors after the snow season ends in the amount of \$500 per truck if the contractors were available and present for all snow events. The County's contracts also include this incentive payment for contracts in place by November 1, 2023; the Purchasing Division advised that the proposed contractors will still be eligible for the incentive payment because they responded to the solicitation prior to the deadline.

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

For the 2023/2024 snow season, the Department advised that snow removal equipment is available from its Bureau of Highways and Equipment Maintenance and Bureau of Utilities, the Department of Recreation and Parks, the Department of Education, and the Office of Budget and Finance – Property Management Division. The Purchasing Division advised that as of November 2, 2023, the County has contracts with 54 contractors that provide approximately 243 trucks and 66 pieces of equipment, excluding the proposed four contracts.

The County's financial system indicated that as of November 1, 2023, the County has two other contracts with P2 Cleaning Services, Inc. and no other contracts with A.R.G. General Contracting, LLC., Consolidated Services, Inc., and Absher Farms, 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

Vendor Names – P2 Cleaning Services, LLC, A.R.G. General Contracting, LLC, Absher Farms, LLC, and Consolidated Services, Inc.

Purpose- Additional resources are needed to supplement county crews, especially during large events.

Scope of Contract – The Contractors shall provide snow removal and salt application services which the County may require during the Term. The County reserves the right to order such services as may be required during the Term, and it also reserves the right not to order any services, if it is found that such services are not required by the County during the Term. Snow removal shall consist of pushing all snow off the road surfaces of designated routes, to the sides of the roadways. Salt application shall involve the even distribution of rock salt across the same road surfaces being plowed by means of a salt spreader. The rate of application should be pre-calibrated as recommended by the Baltimore County Bureau of Highways during equipment installation by the Contractors.

Contract Value- The contracts do not specify a contract capacity. The capacity is tied to the total appropriation for snow removal services. The County reserves the right to order such services as may be required during the Term, and it also reserves the right not to order any services, if it is found that such services are not required by the County during the Term.

Term of Contract – Upon Council approval through April 30, 2024 with Four (4) One (1) Year Renewal Options. A snow season is defined as beginning November 1st and ending April 30th of the next calendar year.

Vendor Selection Method – Best Qualified, Best Value, Competitive Bid, Experience, Low Bid

MBE/WBE – 0%

Prepared by: Department of Public Works and Transportation

FM-11 (Contract)

Council District(s) All

Department of Public Works and Transportation

Parking Lot Striping

The Administration is requesting approval of a contract with McLamb Services, LLC to provide parking lot striping at various County-owned parking lots. The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Office of Budget and Finance, Purchasing Division advised that estimated compensation totals \$199,221 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 199,221	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimate for the entire 5-year and 4-month term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 199,221</u> ⁽²⁾	

Analysis

The contractor will provide all labor, materials, tools, equipment, and supervision to perform parking lot striping services, including handicap and arrow stenciling and the installation of metal handicap signs, at 239 County-owned parking lots. The Department advised that its Bureau of Highways and Equipment Maintenance does not have sufficient personnel to provide these services on a continuous basis.

The contractor will bill the County at rates ranging from \$0.51 per linear foot of line striping to \$270 per installed metal handicap sign.

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 provides that 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 \$199,221 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 based on low bid from three bids received. According to the bid documents, there is a 5% 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

Vendor Name – McLamb Services, LLC

Scope of Contract – This contract is to supply Baltimore County Government with parking lot striping for County owned parking lots. The Contractor shall furnish all labor, materials, tools, equipment, supervision, and incidentals to perform the job requested.

Term – One year from Council approval (initial term) with four successive one-year renewal options

Vendor Selection Method – Best qualified, best value, competitive bid, experience, low bid

MBE/WBE – 5%

Prepared by: Department of Public Works and Transportation

FM-12 (Contract)

Council District(s) 1, 3, & 5

Department of Public Works & Transportation

Certified Preventative Maintenance, Calibration & Inspection – Truck Scales

The Administration is requesting approval of a contract with Advance Scale of Maryland, LLC to provide certified preventive maintenance, calibration, inspection, and repair services for truck scales at the County’s three solid waste facilities. 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 180 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$75,812 for the entire 5-year 6-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 75,812	⁽¹⁾ General Fund Operating Budget.
State	--	⁽²⁾ Estimate for the entire 5-year and 6-month term.
Federal	--	
Other	--	
Total	\$ 75,812 ⁽²⁾	

Analysis

The contractor will provide all supervision, labor, materials, equipment, mobilization, and related items necessary to provide certified preventive maintenance, inspection, calibration, and repair services for truck scales at the County’s three solid waste facilities – Central Acceptance Facility in Cockeysville (6 scales), Western Acceptance Facility in Halethorpe (3 scales), and the Eastern Sanitary Landfill in White Marsh (8 scales). The scope of work will include providing external

cleaning, calibration stickers, and test reports. Testing and calibration are to be performed using certified National Institute of Standards and Technology (NIST) traceable weights. Inspection and calibration work will be performed three times per year on each scale.

The contractor's hourly labor rates for certified repairs are \$120 or \$180, depending on regular or overtime status. Other rates range from \$120 to \$4,500, depending on the service. The County will receive a 10% discount from the manufacturer's list price for parts.

The contract commences upon County 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 on the same terms and conditions, unless the County provides notice of non-renewal. Compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$75,812 for the entire 5-year 6-month term, including the renewal and extension periods.

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

The County awarded the contract through a competitive procurement process; the contractor was the only bidder. According to the bid documents, there is not an M/WBE participation requirement.

On March 4, 2019, the Council approved a similar 5-year and 3-month contract (effective September 25, 2018) not to exceed \$100,124 with Advance Scale of Maryland, LLC. On June 7, 2021, the Council approved an amendment to increase the maximum compensation by \$149,876 to \$250,000. The contract expired September 24, 2023. The County's financial system indicated that as of October 31, 2023, expenditures/encumbrances under the contract totaled \$196,065; the Department advised that the contractor replaced two scales under this contract. The Office of Budget and Finance, Purchasing Division advised that no services have been provided 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

Vendor Name – Advance Scale of Maryland LLC

Scope of Contract – In general, the scope of this contract shall be to perform Certified Preventive Maintenance, calibration, and inspection on the truck scales at various Baltimore County Solid Waste Facilities. Testing and calibration are to be performed using certified NIST traceable weights. Provide external cleaning, calibration sticker, and test reports. The work to be done under this contract includes but is not limited to; the providing of all supervision, labor, materials, equipment, mobilization, incidentals, and related items necessary to complete work in accordance with this specification and scope of work. Vehicle fees including van and test truck fees shall be included in the calibration cycle price. Inspection and calibration work shall be performed three (3) times per year preferably July, November, and March. If repairs are needed, vendor will submit a quote outlining the requirements to include hourly estimate and approval will be given to proceed by the Facility Manager or designated representative. Charges for test truck and/or can will be permitted only for repair work if and when approved by the Facilities Manager or his designated representative. In not event will the Contractor be paid to provide a quote.

Term – One year (initial term) with four one-year renewal options

Vendor Selection Method – Lowest responsible and responsive bidder, competitive bid, best qualified, best value, experience.

MBE/WBE – 0%

Prepared by: Department of Public Works & Transportation

FM-13 (Contract)

Council District(s) All

Police Department

Hostage Negotiation Seminar

The Administration is requesting approval of a contract with OMTC Land Unit 9, LLC d/b/a Marriott Owings Mills Metro Centre to provide hotel accommodations, facility rental, and food and beverages for the annual Police Hostage Negotiation seminar. The Department advised that the proposed contract is being requested as the current hotel under contract for these services recently ceased operations. The contract commences upon Council approval, continues through March 31, 2024, and may be renewed for one additional 1-year period. The maximum liability to the County is \$157,255 for the initial approximate 4-month term and an estimated \$314,510 for the entire approximate 1-year and 4-month term, including the renewal period. The Department advised that the Baltimore County Police Foundation will reimburse the County for costs associated with the seminar, including any liquidated damages. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation	Notes
County	--	--	(1) Police Foundation Grant.
State	--	--	(2) Maximum liability for the initial approximate 4-month term.
Federal	--	--	(3) Estimated maximum liability for the entire approximate 1-year and 4-month term.
Other ⁽¹⁾	\$ 157,255	\$ 314,510	
Total	\$ 157,255 ⁽²⁾	\$ 314,510 ⁽³⁾	

Analysis

The Department advised that the Baltimore County Police Foundation and the Baltimore Field Office of the Federal Bureau of Investigation have sponsored the annual Police Hostage Negotiation seminar for 42 years. The Department further advised that for approximately 30 of the past 42 years, the seminar has been held at the Delta Hotels in Hunt Valley; however, the

hotel ceased operations on October 31, 2023. Under the proposed contract, Marriott Owings Mills Metro Centre will provide hotel accommodations, facility rental, and food and beverages for the annual Police Hostage Negotiation seminar.

The County will pay the costs related to the seminar, and the Foundation, which will collect a \$275 registration fee from each participant (includes certain meals), will subsequently reimburse the County for the actual costs incurred. The Department estimates that over 700 participants will attend the seminar each year, including approximately 50 County employees (e.g., law enforcement, Corrections).

The contract commences upon Council approval and continues through March 31, 2024. The County may renew the agreement for one additional 1-year period. The contract provides that renewal will be based upon availability at the time the request is received and that guest room rate and food and beverage increases will not exceed 3%. The maximum liability to the County is \$157,255 for the initial approximate 4-month term and an estimated \$314,510 for the entire approximate 1-year and 4-month term, including the renewal period. The contract provides that the County may terminate the agreement without penalty if funds are not appropriated or otherwise made available to support the continuation of the contract.

The Department advised that the Baltimore County Police Foundation will reimburse the County for costs associated with the seminar, including any liquidated damages. The contract provides that liquidated damages and other costs will be incurred if certain stipulated commitments are not met as follows:

Guest Room Commitment

The hotel will provide guest rooms for attendees at the rate of \$135 per night until February 1, 2024. In the event that at least 80%, or \$77,004, of guest room revenue is not achieved, the County will be responsible for the balance (less any revenue mitigated by room resale).

Food and Beverage Commitment

The hotel will provide food and/or beverages at certain seminar functions. In the event that the food and beverage revenue does not total at least \$61,000, the County will be responsible for the balance (exclusive of tax, gratuity, and service charge).

If the County cancels the event for any reason, it will be responsible for liquidated damages as follows: 80% of the Minimum Revenue, or \$125,804, if cancelled between the contract signing and November 30, 2023; or 100% of the Minimum Revenue, or \$157,255, if cancelled between December 1, 2023 and March 7, 2024.

	<u>Annual Liability</u>
Room Revenue	\$ 96,255
Food and Beverage Revenue	61,000
Total Minimum Revenue	<u>\$ 157,255</u>
80% of Total Minimum Revenue	<u>\$ 125,804</u>

The contract provides that if the County achieves at least 80% of the required Minimum Revenue, the County will receive additional concessions (e.g., waived meeting room rental costs). The Department advised that it has always met the guest room and food and beverage commitments for past seminars and expects to meet the commitments in 2024. The Department further advised that it expects the annual cost of the seminar to total approximately \$95,000, based on prior years' experience.

On December 5, 2022, the Council approved a similar 4-year and 7-month contract with an estimated maximum liability of \$560,800 with DOF IV Hunt Valley Master Tenant, LLC, d/b/a Delta Hotels Hunt Valley. The Department advised that the hotel ceased operations on October 31, 2023, and the County is in the process of terminating the contract. The Department further advised that the County expended \$102,078 under the contract and was fully reimbursed by the Police Foundation.

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, with the closure of Delta Hotels Hunt Valley, Marriott Owings Mills Metro Centre is the only hotel in Baltimore County that is able to accommodate the expected number of participants.

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 scope of services under the contract is to provide hotel accommodations, facility rental and food and beverages for the annual Hostage Negotiation Seminar. The agreement was awarded through 902(f) Justification because the DOF IV Hunt Valley Master Tenant LLC dba Delta Hunt Valley contract agreement (approved by County Council 12/05/2022) is ending. The hotel ceased operations effective October 31, 2023. Another location in Baltimore County was located that can accommodate the number of people attending the seminar, the Owings Mills Marriott, owned by OMTC Land Unit 9, LLC.

The initial term is for one (1) year (or less) with one (1) additional one year renewal option, to commence upon County Council approval, and continue through March 31, 2024, with one (1) one-year renewal option from April 1, 2024 through March 31, 2025. Seminar costs are billed to Baltimore County by the hotel and are reimbursed to the County by the Police Foundation.

Prepared by: Police Department

MB-2 (Res. 34-23)

Council District(s) 5

Mr. Jones (By Req.)

Department of Public Works & Transportation

Baltimore County Water Supply and Sewerage Plan – Amendment Cycle 41

Resolution 34-23 amends the Baltimore County Water Supply and Sewerage Plan (Amendment Cycle 41). Amendments to the Plan are made annually and on an emergency basis in accordance with the Executive Orders of April 11, 1990, July 22, 2003, and August 28, 2009.

On July 20, 2023, the Planning Board held an advertised public hearing on the requests for amendments to the Plan and reported the results of the hearing to the County Executive. The Departments of Environmental Protection and Sustainability, Public Works and Transportation, and Planning and the Planning Board reviewed the requests and offered recommendations. Planning Board approval occurred on September 7, 2023. The County Executive reviewed the proposed amendments and submitted them to the County Council for approval. Resolution 34-23 adopts the recommendations for these requests.

Upon County Council approval, the amendments to the Plan will be submitted to the Maryland Department of the Environment, which has 90 days to act on the amendments. If approved, the amendments become part of the regulatory Plan.

S = Sewer

W= Water

- 1. S-1 and W-1:
- 2. S-2 and W-2:
- 3. S-3 and W-3:

Existing water and/or sewer area.

Not utilized.

Capital facilities area – in order to provide service, facilities need to be built and money is in the current year's Capital Budget or the ensuing 5 years' estimated budgets. Facilities are subject to budget limitations, petitions made for service, public works agreements, etc.

- 4. S-4 and W-4:

Not utilized.

- 5. S-5 and W-5: Master Plan area – capital facilities are required to support the Land Use Master Plan. However, these areas are usually not in the Metropolitan District and the owners must petition to be included.
- 6. S-6 and W-6: Areas of future consideration for Metropolitan District facilities.
- 7. S-7 and W-7: No planned Metropolitan District facilities.

The requested amendments to the Plan are as follows:

<u>Address/Property Name</u>	<u>Current Designation</u>	<u>Proposed Designation</u>
1021 Carroll Island Road (CP Crane Generating Station); Parcel 155, Parcel 154 (between Parcel 155 and Parcel 141), and Parcel 141	W-7; S-7	W-1; S-1
1021 Carroll Island Road (CP Crane Generating Station); Parcel 154 (above Parcel 155), Parcel 140 Part 1, and Parcel 140 Part 2 Capital Facilities Area	W-7; S-7	W-3; S-3


This resolution shall take effect from the date of its passage by the County Council.

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

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

TO: Administrative Officer

DATE: 10/18/23

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

**COUNCIL MEETING
DATE:** 11/20/23

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 10011459 Micro-Tech Designs, Inc.

This Purchase Order is for the purchase of PLC's (Programmable Logic Controllers) for the pump cone valves at the Texas Sewage Pumping Station which are obsolete and failing through Micro Tech Designs, Inc. As detailed in the 902(f) Justification memo signed by D'Andrea Walker, Micro-Tech Designs is a local integrator that specializes in PLC Pumping Station Programming. The PLC controls the pump cone valve actuator operation and is used to regulate the flow of sewage through the pump. There are five PLC's in the Texas Sewage Pumping Station. Two are currently failing and all five are at potential points of failure. Without proper control of the cone valve, the pump is inoperable and if a PLC fails, there would be no way to control the cone valve actuators on a sewage pump. The pump would be inoperable, leading to a reduced pumping capacity at the sewage pumping station. Running at reduced capacity increases the potential for overflows during high flow times like storms or flooding. This is a health and safety hazard for the public as well as County employees, and incurs a fine from the State of Maryland per the Consent Decree.

Award Total: \$57,871.00
Award Date: 10/17/23

PO 10010863 Kelco Industrial Fabricators, Inc.

This Purchase Order is for the fabrication and installation of screening at the Detention Center as an Unauthorized Emergency Purchase. As detailed in the Unauthorized Emergency Purchase Justification memo dated 8/15/23 and signed by Director Pesterfield, drones were discovered on the roof of the Detention Center in May-June 2022. Drones on the roof of the Detention Center pose a potential security threat.

An emergency need was identified, quotes were obtained from two (2) vendors, and an allotment was identified. Unfortunately, an Emergency Justification was not written/approved, nor was a requisition or purchase order created to encumber funds to pay for the screens.

The vendor, Kelco Industrial Fabrications, Inc. was given the go-ahead to do the job and proceeded to do so without a Purchase Order. The vendor submitted an invoice and needs to be paid for the work that was completed in February, 2023.

Award Total: \$71,476.00

Award Date: 10/17/23

PO 10011223 &
SCON 10001934

Seal Analytical Inc.

This Supplier Contract and Purchase Order is for the purchase of Seal Analytical AQ400 Discrete Analyzer to include accessories, training and installation and allow for a five (5) year service/maintenance agreement through Seal Analytical, Inc. As detailed in the Sole Source Justification memo signed by D'Andrea Walker, these instruments are used for the analysis of water and waste water for regulated contaminants, such as Ammonia, Total Phosphorus, Ortho-Phosphate, Total Kjeldahl Nitrogen, Nitrite, Nitrate, Alkalinity, and more in the mg/L (ppm) and ug/L (ppb) range. The AQ400 Discrete analyzer is the only analyzer with a 10mm flow-through quartz cuvette, the ability to run inline cadmium reduction, a probe was assembly, and the ability to have chilled and non-chilled reagents on at the same time. Seal Analytical, Inc. is the sole supplier of this product. This unit will save the County money by allowing the laboratory to run those samples in house on a separate instrument rather than sending them out to a contract lab.

Award Total PO: \$51,622.00

5 yr. Estimated Award Total: \$33,930.00

Award Date: 10/17/23

SCON 10001947

Baltimore Hydraulics, Inc.

This Supplier Contract is for the purchase of Hanna Hydraulic Cylinders and Associated Parts through Baltimore Hydraulics, Inc. As detailed in the Sole Source Justification memo signed by D'Andrea Walker, these parts are used to control valves in numerous Sewage Pumping Stations, including Windlass Run, Forge Acres, and Gunpowder. Baltimore Hydraulics is the sole supplier of Hanna products in Maryland. Hanna cylinders are used to control suction, discharge, and cone valves in Sewage Pumping Stations and controls sewage flow and allow isolation of equipment for maintenance and repairs. These Hanna Cylinders are engineered to work with the valves that is utilized at the stations, and no other cylinders will fit the system.

5 yr. Estimated Award Total: \$100,000.00

Award Date: 10/17/23

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