

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

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*Issued: March 7, 2024  
Work Session: March 12, 2024  
Legislative Day No. 6: March 18, 2024*

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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**

**March 18, 2024**

**NOTES TO THE AGENDA**

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**AGENDA**  
**BALTIMORE COUNTY COUNCIL**  
**LEGISLATIVE SESSION 2024, LEGISLATIVE DAY NO. 6**  
**MARCH 18, 2024 6:00 P.M.**

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

**Page**

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

**PETE GUTWALD, DIRECTOR, DEPARTMENT OF PERMITS, APPROVALS & INPSECITONS**

- 1 Bill 6-24 – Mr. Patoka(By Req.) – Maryland Model Floodplain Ordinance – Conforming Legislation

**COUNCIL**

~~WITHDRAWN Bill 7-24 – Mr. Patoka – Zoning Regs. – R.A.E. 2 Zone – Location Requirement Relative to Business Zones~~

- 2 Bill 8-24 – Mr. Jones – Zoning Regs. – Multifamily (Two-Over-Two Condominium Townhome) Units

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT**

- 3 1. Contracts – (4) – On-call tree trimming, tree removal & stump removal services – PM

**WALT PESTERFIELD, DIRECTOR, DEPARTMENT OF CORRECTIONS**

- 7 2. Amendment#4 to Contract – Food services – Detention Center – DOC

**STEVE LAFFERTY, DIRECTOR, DEPARTMENT OF PLANNING**

- 11 3. Contract – Redgate Real Estate Advisors, LLC – Real estate advisory services – Security Square Mall site – DP

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

- 16 4. Amendment #3 to Contract – Manufacturers & Trade Trust Co. d/b/a M&T Bank-Account validation services (AVS) – OBF

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

- 19 5. Contract – Recovery Innovations, Inc. d/b/a RI International – Assistance-planning/development – Crisis stabilization Center-HHS  
22 6. Contract – Shelter Savvy – Review of services-Animal Services Division – HHS

**D'ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**

- 26 7. Contracts – (3) – Rental of roll-off containers – Community clean-up - DPWT

**MISCELLANEOUS BUSINESS**

**COUNCIL**

- 32 1. Correspondence - (a) (11) - Non-Competitive Awards (February 9, 2024)  
30 2. Res. 9-24 – Mr. Marks – DPW&T – Request for traffic signal installation – Villages of White Marsh PUD

**Bill 6-24**

**Council District(s) All**

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**Mr. Patoka (By Req.)**

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**Department of Permits, Approvals & Inspections**

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**Maryland Model Floodplain Ordinance – Conforming Legislation**

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Bill 6-24 updates the County Code sections related to floodplains to be in conformance with the Maryland Model Floodplain Ordinance. The Maryland Department of the Environment (MDE) recommends that Maryland jurisdictions implement the “model ordinance” produced by MDE. Bill 6-24 brings Baltimore County into alignment with the model ordinance, while maintaining the higher standard of floodplain protection that has been a hallmark of program implementation in this County for both tidal waters and nontidal waters of the State.

The model ordinance was prepared by MDE in response to the requirement that local jurisdictions adopt regulations that are fully compliant with the National Flood Insurance Program (NFIP). As part of this compliance effort, the County Council approved new Flood Insurance Rate Maps on October 16, 2023.

Bill 6-24 will take effect 45 days after its enactment.

Bill 8-24

Council District(s) 4

Mr. Jones

**Zoning Regs. – Multifamily (Two-Over-Two Condominium Townhome) Units**

Bill 8-24 permits certain residential uses in the Business, Local (B.L.) Zone on certain development tracts or parcels of land that meet specific requirements. Specifically, Bill 8-24 permits multi-family attached two-over-two townhome condominium dwelling units in the B.L. Zone and in the Density Residential (D.R.) 5.5 and D.R.16 Zones that are within 1,000 feet of a B.L. zoned property. In addition, the bill only permits such uses on a tract or parcel of land that:

1. Is within the URDL;
2. Is under common ownership or control;
3. Has a mix of B.L. and D.R. zoning; and
4. Is located within the Liberty West Community Plan Area.

The maximum number of dwelling units permitted under Bill 8-24 depends on the underlying zone. On the B.L. zoned portion, the maximum density is 40 units. On the D.R. zoned portion, the maximum density is 220 units. A development permitted under Bill 8-24 is exempt from any building to building, front, side, or rear setbacks or any residential transition setback from the centerline of any street or property line and are exempt from any bulk, height, and area requirements contained in the Comprehensive Manual of Development Policies. Also, no such development may have more than eight ground floor units, and no two-over-two townhome condominium dwelling unit may exceed a maximum height of 60 feet.

A development permitted under Bill 8-24 is exempt from the requirements of § 32-6-111 of the County Code and shall be approved by way of a limited exemption under §§ 32-4-106(a)(1)(ii) or 32-4-106(b)(2). Also, such a development must comply with the open space requirements by paying a fee in lieu under Tier 3 of § 32-6-108(i) of the Code.

With the affirmative vote of five members of the County Council, Bill 8-24 will take effect 14 days after its enactment.

**FM-1 (4 Contracts)**

**Council District(s) All**

**Property Management**

**On-Call Tree Trimming, Tree Removal & Stump Removal Services**

The Administration is requesting approval of four contracts to provide on-call tree trimming, tree removal, and stump removal services throughout the County. The four contractors are Excel Tree Expert Company, Inc., Forest Valley Tree & Turf, Inc., Prestige Landscape and Tree Care, LLC, and The Davey Tree Expert Company. 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 provide that compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation for all contractors combined totals \$8,254,631 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>	\$ 8,254,631	<sup>(1)</sup> General Fund Operating Budget and/or Capital Projects Fund.
<b>State</b>	--	
<b>Federal</b>	--	<sup>(2)</sup> Estimate for the entire 5-year and 4-month term.
<b>Other</b>	--	
<b>Total</b>	\$ 8,254,631 <sup>(2)</sup>	

**Analysis**

The contractors will provide tree trimming, tree removal, and stump removal services at various locations throughout the County on an as-needed basis as required by the Department of Public Works and Transportation, Bureau of Highways; Property Management; and the Department of

Environmental Protection and Sustainability. The contractors will furnish all labor, materials, supervision, fuel, equipment, and related items necessary to perform the services. The contracts provide that the contractors are not guaranteed any minimum amount of work. The contracts also provide that, in the event of an emergency, the contractors must respond via phone within one hour of receiving the call and arrive on site within four hours of notification by the County.

Unit prices range from \$50 to \$6,200, depending on the contractor and type of service (tree trimming versus tree and stump removal) and the diameter of the tree or stump. In addition, the contracts provide compensation to the contractors for mobilization and equipment rental. The unit prices include a mark-up ranging from 0% to 99.9% for any work performed during non-business hours (Monday-Saturday, from 5:00 p.m. to 6:00 a.m., Sundays, and holidays), depending on the contractor. Property Management advised that in non-urgent situations, work will be distributed among the contractors via a competitive bid for each project.

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 provide that compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation for all contractors combined totals \$8,254,631 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; Property Management advised that no other bids were received. According to the bid documents, there is a 20% M/WBE participation requirement.

On July 6, 2020, the Council approved two similar 3-year and 9-month contracts, with Excel Tree Expert Company, Inc. and Forest Valley Tree & Turf, Inc., which commenced July 1, 2020. The

County's financial system indicates that as of February 27, 2024, the County expended/encumbered \$3,655,512 under the contracts: \$2,283,962 to Excel Tree Expert Company, Inc. and \$1,371,550 to Forest Valley Tree and Turf, LLC.

On July 1, 2019, the Council approved a similar 5-year and 3-month contract with Harford Tree Experts & Landscaping, Inc., which commenced April 1, 2019. The County's financial system indicates that as of February 27, 2024, the County expended/encumbered \$478,382 under the contract.

The County's financial system indicates that as of February 27, 2024, the County has one other contract with Forest Valley Tree & Turf, Inc. and no other contracts with each of Excel Tree Expert Company, Inc., Prestige Landscape and Tree Care, LLC, and The Davey Tree Expert Company.

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 Excel Tree Expert Company, Forest Valley Tree & Turf, Inc., Prestige Landscape & Tree Care, LLC and The Davey Tree Expert Company to provide tree trimming, tree removal and stump removal services at various locations within Baltimore County on an as-needed, on-call basis.

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.

This Agreement has a MBE/WBE goal of 20%.

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-2 (Contract Amendment)**

**Council District(s) All**

**Department of Corrections**

**Food Services – Detention Center**

The Administration is requesting approval of a fourth amendment to a contract with Aramark Correctional Services, LLC to continue to provide food services for Detention Center inmates and Department of Corrections staff. The Department advised that the contract extension is necessary to avoid an interruption in services as the County requires additional time to fully negotiate the terms and conditions of a new contract with Aramark Correctional Services, LLC; the term of the current contract ends March 31, 2024. The proposed amendment commences April 1, 2024 and extends the contract until the earlier of December 31, 2024 or the date the County executes a new agreement. The contract continues to provide that compensation may not exceed the amount appropriated for these services. The Department advised that the proposed amendment increases the estimated compensation of the contract by \$1,652,295, from \$18,140,192 to \$19,792,487, for the entire amended 11-year and 1-month term. The contract commenced December 1, 2013. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Contract Amendment</b>	<b>Current Total Compensation</b>	<b>Amended Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 1,652,295	\$ 18,140,192	\$ 19,792,487
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 1,652,295</u> <sup>(2)</sup>	<u>\$ 18,140,192</u> <sup>(3)</sup>	<u>\$ 19,792,487</u> <sup>(4)</sup>

(1) General Fund Operating Budget.

(2) Additional estimated compensation for the entire amended 11-year and 1-month term.

(3) Estimate for the current 10-year and 4-month term.

(4) Estimate for the entire amended 11-year and 1-month term.

### Analysis

Under the proposed amendment, the contractor will continue to be responsible for full food service operations for Detention Center inmates and Department of Corrections staff. The contractor will provide three meals per day, every day. The contractor will be responsible for food preparation (with the assistance of inmate labor) as well as providing the food, condiments, utensils, supplies, dishwashing, uniforms, and cleaning supplies related to food preparation and service. The food provided by the contractor must meet specific quality and nutritional standards. The County will supply, own, and maintain the necessary kitchen equipment and provide pest control, security, utilities, laundry, and trash removal. The contractor will provide adequate staffing, including a food service director, a food service manager, and at least three cook supervisors. The County will supply two Correctional dietary staff.

The County will be billed at a standard price per meal on a sliding scale based upon the size of the inmate population. The price per meal decreases as the size of the population increases in increments of 50 inmates; the Department advised that the scale's rate structure is not changing at the commencement of the additional 9-month extension period. The Department projects that the per-meal cost will be \$1.67 at the commencement of the extension period based upon an estimated daily population of approximately 956 inmates. The contractor will provide religious, medical, and vegetarian meals at no additional charge. The per-meal cost for staff meals, which will include a choice of three different meals for lunch and dinner, will be \$3.50. The Department advised that the average number of staff meals per week is 875. The contractor will also provide food and beverages for certain special staff functions (e.g., holiday luncheon, awards ceremony) at prices to be negotiated at the time of the functions. Failure to adhere to contract terms will result in financial penalties to the contractor (e.g., \$100 per occurrence for failure to serve food at proper temperature and portion size).

On November 4, 2013, the Council approved the original 7-year and 7-month contract (which commenced December 1, 2013) with estimated compensation totaling \$14.9 million. On July 6, 2021, the Council approved the first amendment to the contract, which retroactively extended the contract for one additional year through June 30, 2022; the Department had advised that the amendment was necessary to avoid an interruption in services while the County prepared a solicitation for bid and finalized a new contract, and that the process was delayed due to the impact of the COVID-19 pandemic. On July 5, 2022, the Council approved the second amendment to the contract, which retroactively extended the contract for one additional year through June 30, 2023 and increased the estimated compensation by \$1.7 million to \$15.8 million

for the entire amended 9-year and 7-month term; the Department had advised that the amendment was necessary to avoid an interruption in services as the County required additional time to bid a new contract. On June 5, 2023, the Council approved the third amendment to the contract, which extended the contract for nine additional months through March 31, 2024 and increased the estimated compensation to \$18.0 million; the Department had advised that the amendment was necessary to avoid an interruption in services while the County finalized a new contract with Aramark Correctional Services, LLC. The County's financial system indicates that as of February 26, 2023, the County expended/encumbered \$18,140,192 under the contract.

The Department advised that the proposed amendment is necessary to avoid an interruption in services as the County requires additional time to fully negotiate the terms and conditions of the new contract with Aramark Correctional Services, LLC. The proposed fourth amendment commences April 1, 2024 and extends the contract until the earlier of December 31, 2024 or the date the County executes a new agreement. The contract provides that compensation may not exceed the amount appropriated for these services. The Department advised that the proposed amendment increases the estimated compensation of the contract by \$1,652,295, from \$18,140,192 to \$19,792,487, for the entire amended 11-year and 1-month term. All other terms and conditions remain the same. The County may terminate the agreement by providing 90 days prior written notice.

The County awarded the original contract through a competitive procurement process.

The County's financial system indicates that as of February 26, 2024, the County has one other contract with Aramark Correctional Service, LLC for commissary services at the Detention Center.

The Correspondence on this agenda includes a \$36,400 purchase order with Aramark Services, Inc. for the preparation and delivery of meals for the County's freezing weather shelters and a \$44,817 purchase order with Cook's Direct, Inc. for a commercial mixer for the Detention Center.

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

## **EXECUTIVE SUMMARY**

The Department of Corrections is requesting Council Approval to amend the current contract with Aramark Correctional Services, LLC to provide food services to the inmate population at the Baltimore County Detention Center. Aramark has been providing food services to the County since 2013. The current contract will expire on March 31, 2024 with no additional renewals.

Through Request for Proposal No. P-320, the County has reselected Aramark Correctional Services, LLC as the awardee for these services. However, additional time is needed to fully negotiate the terms and conditions of the new Agreement. Therefore, the Department of Corrections respectfully requests an extension of the current Agreement through December 31, 2024, or the date upon which a new Agreement has been executed pursuant to Request for Proposal No. P-320, whichever date is earlier. All other terms, conditions, and provisions of the Agreement will remain in effect.

Expenditures during the extension period (April 1, 2024 through December 31, 2024) are estimated at \$1,652,295.23. Funds will be encumbered from the Department of Corrections' Fiscal Year 2024 / 2025 Operating Budget- Cost Center 080100.

Prepared by: Department of Corrections

**FM-3 (Contract)**

**Council District(s) 1**

**Department of Planning**

**Real Estate Advisory Services – Security Square Mall Site**

The Administration is requesting approval of a contract with Redgate Real Estate Advisors, LLC to provide real estate advisory services associated with the redevelopment of the existing Security Square Mall site. The contract commences upon Council approval, continues for 1 year, and will renew automatically for one additional 6-month period. The contract provides that compensation may not exceed \$441,000 for the entire 1-year and 6-month term, including the renewal period. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 441,000	<sup>(1)</sup> Capital Projects Fund.
<b>State</b>	--	<sup>(2)</sup> For the entire 1-year and 6-month term.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 441,000</u> <sup>(2)</sup>	

**Analysis**

The contractor will provide real estate advisory services associated with the redevelopment of the existing Security Square Mall site. Services will include engaging in regular meetings with designated County officials; providing an ongoing engagement plan for on-site property owners and surrounding community stakeholders; and providing advice and recommendations for an appropriate future governance structure for the mall properties.

The contract states that services will be provided in four phases, as follows:

- Phase 1 – Project Due Diligence (4 months; \$80,000) will include assessing pre-existing conditions on the site and, to the extent necessary, adjacent properties, to include transportation, sewer and water, stormwater management, electrical service, environmental constraints, easements, cross-easements, and related agreements, and determining the County's rights, obligations, and limitations. The contractor will also formulate a short-term "activation plan" for the County-owned property and, potentially, the other properties.
- Phase 2 – Market Analysis and Infrastructure Needs (4 months; \$80,000) will build off the Reimagine Security Square plan, with the contractor conducting a refined market analysis that assists in targeting the scope, scale, and sectors of potential redevelopment opportunities and investments. The contractor will also develop a plan for delivering infrastructure improvements, focused on a new internal road and transportation network for the entire property and egress/ingress. These efforts may be supported by County staff and existing consulting resources.
- Phase 3 – Funding and Implementation (4 months; \$80,000) will include creating a funding and financing plan for the County that can be utilized for its own property and as a partner with other property owners. The contractor will evaluate the redevelopment potential based on market analysis, community input, and the Reimagine Security Square plan and establish an implementation program for the County-owned parcels, to the extent that cooperation and collaboration have been established with other property owners, for other Mall properties.
- Phase 4 – Development Solicitation (6 months; \$180,000) will include working with the County to provide a solicitation for developers and/or development partners to achieve the goals of the Reimagine Security Square plan and the implementation program; provide advice regarding the best approach; and provide support and assistance, as needed, for the review of proposals. The contractor will also provide support to the County in its negotiations with selected development partner(s) to the conclusion of either developing a partnership or sale of County-owned property on-site with restrictions that guide development toward the established redevelopment vision.

The Department advised that a contingency of 5%, or \$21,000, is included to cover the costs of miscellaneous out-of-pocket expenses (e.g., travel, parking, overnight delivery, etc.) that will be billed to the County at cost.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for one additional 6-month period, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed \$441,000 for the entire 1-year and 6-month term, including the renewal period. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract as a cooperative procurement of an existing competitively-bid 4-year and 8-month Washington Metropolitan Area Transit Authority (WMATA) agreement that was awarded in March 2023. The Department advised that the contractor has prior experience in providing similar services to government entities and a demonstrated ability to obtain State and federal funding for complex projects. According to the contract, there is an 8% M/WBE participation requirement.

The Department previously advised that the Administration has recognized that the 90-acre Security Square Mall site is vital to the overall health and well-being of the Woodlawn community, and that this asset is underutilized and underperforming, and generally not meeting community needs in its current condition. On September 6, 2022, the Council approved the purchase of an approximately 18-acre site, which included the former Sears department store, for \$10 million as a first step in the redevelopment process; on August 7, 2023, the Council approved the purchase of an approximately 12-acre site, which was improved with a parking lot, for \$6.85 million. The County utilized on-call contractor Johnson, Mirmiran & Thompson (along with subcontractors Ayers Saint Gross and Landwise Advisors) to facilitate a community-design charrette process to identify residents' goals and desires for the site so that it can serve as a valued community asset. On May 31, 2023, the County released the "Reimagine Security Square" report, the culmination of the charrette process, which outlines a long-term, community-driven plan for the redevelopment of the site.

The FY 2024 Capital Budget's Countywide Improvements project appropriation includes \$10 million (\$5 million in County (PAYGO) and \$5 million in State funds) in new funding for this project, along with \$20 million that was previously authorized. The Department advised that as of February 27, 2024, the County expended/encumbered \$10,670,071 for this project and that additional funds have been earmarked but not encumbered for the 12-acre site purchase (\$6.5 million) and this proposed contract (\$441,000).



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

This Contract with Redgate Real Estate Advisors, LLC will be utilized by the Department of Planning, for real estate advisory services associated with redevelopment of the existing Security Square Mall site. The scope of services includes an ongoing engagement plan for both property owners on site and surrounding community stakeholders, including residents, community groups, mall property owners and business owners in the surrounding area.

The initial term of the contract is 1 year with a one 6-month renewal period. In no event shall the total compensation paid to the Contractor exceed sum of \$441,000.00 during the entire term of the Agreement.

Prepared by: Department of Planning

**FM-4 (Contract Amendment)**

**Council District(s) All**

**Office of Budget and Finance**

**Account Validation Services (AVS)**

The Administration is requesting a third amendment to a contract with Manufacturers & Traders Trust Company d/b/a M&T Bank to provide account validation services in order to validate a receiving account prior to sending an ACH (electronic funds transfer), domestic wire, or real-time payment transaction. The proposed amendment commences upon Council approval and adds three account validation services and associated pricing; the Office advised that annual estimated compensation for the services totals approximately \$13,000. The contract provides that compensation may not exceed the amount appropriated for these services in the applicable fiscal year. The Office advised that the proposed amendment does not alter the term nor increase the total estimated compensation of \$4,109,716 for the entire 13-year and 10-month term. The contract commenced December 1, 2016. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Additional Annual Compensation</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 13,000	\$ 4,109,716
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 13,000</u> <sup>(2)</sup>	<u>\$ 4,109,716</u> <sup>(3)</sup>

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

<sup>(2)</sup> Estimate for the provision of account validation services for the remainder of the contract term.

<sup>(3)</sup> Estimate for the entire 13-year and 10-month term.

### Analysis

The contractor will continue to provide banking services, which include, but are not limited to, general account maintenance, deposit and disbursement functions (including payroll disbursements), electronic funds transfers, lock box processing, reconciliations, reporting of information (including balance and other reports), reverse wire services, and security safekeeping. The contract also provides benefits for County employees and retirees (e.g., free checking, preferred rates and discounts on specific products and services, access to financial education workshops).

The proposed amendment commences upon Council approval and adds account validation services, which are used to validate a receiving account prior to sending an ACH, domestic wire, or real-time payment transaction, at rates ranging from \$0.40 to \$10.00 per validation. The Office advised that annual estimated compensation related to the provision of the additional services totals approximately \$13,000. All other terms and conditions remain unchanged.

On November 7, 2016, the Council approved the original 13-year and 10-month contract (which commenced December 1, 2016) with estimated compensation totaling \$4,109,716 for the entire term, including the renewal and extension periods. On June 6, 2022, the Council approved the first amendment to the contract to establish a commonly used industry format (BAI2) for exchanging data with M&T Bank in order to accommodate the County's transition to Workday. On November 7, 2022, the Council approved the second amendment to the contract to add reverse wire services, which are necessary as a result of the County's transition to the Workday Enterprise Software and use of ADP payroll services to remit Maryland State payroll taxes. The Office previously advised that the first and second amendments did not alter the term of the contract nor increase the contract's estimated compensation and advised the same for the proposed third amendment. The Office advised that expenditures under the contract totaled \$840,415 as of February 29, 2024.

The County awarded the original contract through a competitive procurement process based on qualifications, experience, and price 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

This is a request for an Amendment of an existing contract with Manufacturers & Traders Trust, DBA M&T Bank. The original Agreement provides Banking Services for Baltimore County, Maryland, including but not limited to general account, depository, disbursement, electronic funds transfer, lockbox, reconciliation, information, security safekeeping and other services in fiscally responsible manner. The original Banking Services Agreement was awarded through the Baltimore County competitive Request for Proposal No. P-136 and approved by the County Council on November 7, 2016.

Amendment No. 1 To Agreement, approved by the County Council on June 6, 2022, incorporated a commonly used industry format for exchanging data with the Contractor, such as standard information reporting in BAI2 format.

Amendment No. 2 To Agreement, approved by the County Council on November 7, 2022, incorporated reverse wire services to the existing Agreement.

Amendment No. 3 To Agreement is being presented to the County Council for consideration, to incorporate Account Validation Services (AVS), which are used to validate a receiving account prior to sending an ACH, Domestic Wire or Real-Time Payment transaction.

This Amendment shall modify Attachment A-1 of the Banking Services Agreement approved by the County Council on November 7, 2016, and as amended through Amendment No. 1 approved by the County Council on June 6, 2022, and Amendment No. 2 approved by the County Council on November 7, 2022 to include the following services and rates:

AVS - ACCT OWN (per Acct Status and Ownership Inquiry)	XCAVOWPI				\$0.60000
AVS - ACCT STAT (per Acct Status Inquiry)	XCAVSTPI				\$0.40000
ACCT VALIDATION - TRANS FILE (per file)	XCAVTRNF				\$10.00000

All other prices, terms, conditions and provisions of the original Agreement remain unchanged and in full

Prepared by: Office of Budget and Finance

**FM-5 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**Assistance – Planning/Development – Crisis Stabilization Center**

The Administration is requesting approval of a contract with Recovery Innovations, Inc. d/b/a RI International to assist with the planning and development of a crisis stabilization center. The contract commences upon Council approval and continues through the date upon which the project is completed, which the Department estimates will be September 17, 2024. The contract provides that compensation may not exceed \$241,900 for the entire term. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b>	--	(1) U.S. Department of the Treasury, American Rescue Plan Act (ARPA) funds. (2) For the entire term.
<b>State</b>	--	
<b>Federal</b> <sup>(1)</sup>	\$ 241,900	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 241,900</u> <sup>(2)</sup>	

**Analysis**

The Department advised that in 2001, the County began developing a crisis response system, and over time, has added services and increased the capacity to serve County residents. The Department further advised that the Baltimore County Crisis Response System (BCCRS) is a partnership between the Department of Health, Police Department, 911 Center, and the County’s crisis system operator (Affiliated Santé Group); the goal of the BCCRS is to provide accessible, coordinated, and comprehensive services and offer diversion from hospital emergency departments and/or criminal justice involvement. Services include a hotline, 911 Center clinician

program, mobile crisis team, in-home intervention team, urgent care clinic services via appointment, and community outreach and training. The Department also advised that a gap in this system is the absence of a safe physical location for individuals needing assistance during acute behavioral health crises (including mental health and substance use disorder difficulties) to de-escalate, undergo a behavioral health assessment, and begin receiving treatment and access to additional services.

The Department advised that the contractor will assist with the planning and development of a crisis stabilization center that will serve as an alternative to acute general and psychiatric hospital emergency department visits; psychiatric admissions; and inappropriate incarcerations. The Department further advised that the County intends for the center to operate 24 hours per day, 365 days per year; accept all referrals, regardless of voluntary or involuntary status; have a dedicated drop-off area for law enforcement and first responders; include an initial triage by a registered nurse and an evaluation by a psychiatrist or psychiatric nurse practitioner; provide pharmacological interventions; and provide linkage to treatment services, community resources, and peer support services. The contractor's design will include the center's potential annual operational cost, geographic location, facility layout, staffing patterns, and an analysis of the potential payment mix (e.g., commercial insurance, Medicare, Medicaid, uninsured).

The contract commences upon Council approval and continues through the date upon which the project is completed, which the Department estimates will be September 17, 2024. The contract provides that compensation may not exceed \$241,900. The County may terminate the agreement by providing written notice.

The Department advised that after the County's Request for Proposals yielded no responses, it entered negotiations with the contractor. The Request for Proposals included a 30% M/WBE participation requirement; however, the Department advised that the County's Procurement Review Group waived this requirement for the proposed negotiated agreement.

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**

Recovery Innovations, Inc. (dba RI International)

### **BACKGROUND**

The Baltimore County Department of Health is requesting County Council approval for a new contract with Recovery Innovations, Inc, (dba RI International) to assist in designing a comprehensive crisis response model including planning for a crisis stabilization center. The length of the contract is six (6) months and the total cost is \$241,900.00. There are no renewals for this contract. The Department of Health, Bureau of Behavioral Health is utilizing American Rescue Plan Act (ARPA) funds (budget code 200-CC060000-GR-1265).

Beginning in 2001, Baltimore County has methodically developed a crisis response system. Over time this system has added services and increased the capacity of the system to serve the residents of Baltimore County. The crisis response system is a partnership between Baltimore County Department of Health, Baltimore County Police Department and the vendor, Affiliated Santé Group. The goal of the system is to provide accessible, coordinated and comprehensive services and offer diversion from hospital emergency departments and/or criminal justice involvement. Services are available to all residents of Baltimore County at no cost.

A gap in this service delivery system is a crisis stabilization center, a physical location for individuals to go to when they are in crisis and do not need to be treated in a hospital emergency department. A crisis stabilization center provides a comprehensive set of services to assist residents of Baltimore County who are experiencing an acute behavioral health crisis which is inclusive of mental health and substance use disorder difficulties. The array of services included is a safe location for individuals to de-escalate, behavioral health assessment, initiation of treatment and linkage to additional services.

### **PURPOSE**

The purpose of the contract is to provide Baltimore County with expertise in the development of a crisis stabilization center.

### **FISCAL**

The total amount of funding for the consultant services is \$241,900.00.

Prepared by: Department of Health and Human Services



FM-6 (Contract)

Council District(s) All

**Department of Health and Human Services**

**Review of Services – Animal Services Division**

The Administration is requesting approval of a contract with Carrie Ducote d/b/a Shelter Savvy to provide a full review of all existing services performed by the Department’s Division of Animal Services and to provide recommendations for process changes and enhancements. The contract commences upon Council approval and continues through the date upon which the project is completed, which the Department estimates will be May 17, 2024. The contract provides that compensation may not exceed \$50,000. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b>	--	(1) U.S. Department of the Treasury, American Rescue Plan Act (ARPA) funds. (2) For the entire term.
<b>State</b>	--	
<b>Federal</b> <sup>(1)</sup>	\$ 50,000	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 50,000</u> <sup>(2)</sup>	

**Analysis**

The Department advised that the contractor will provide a full review of all existing services performed by its Division of Animal Services in order to improve performance and promote transparency and accountability.

The contractor will provide the following services:

- Conduct a thorough review of existing Division of Animal Services' operational data, policies, and procedures;
- Solicit input from internal and external stakeholders (Baltimore County Animal Services Commission input is required) regarding existing policies/procedures and recommendations for future improvements; and
- Prepare and submit a final report, summarizing the findings and recommendations for improving performance, promoting transparency, providing accountability, and handling procedural issues across the organization.

The contractor will provide recommendations on the following areas:

- **Administrative Holds:** The contractor will develop a strategic plan and provide best practices to address the needs and welfare of animals processed through the court system.
- **Public/Private Partnerships:** The contractor will review the feasibility, cost, legal implications, and operational issues related to a public/private partnership for animal care in the County, including collaborating with internal and external stakeholders to receive public input on the Division's existing operations and recommendations for operational changes or improvements, and make a recommendation that is in the best interest of the County, animals, and residents.
- **Location:** The contractor will identify an area for a "satellite" office to assist the public in gaining access to the variety of services provided by Animal Services, including a location closer to the public for lost and found animals.
- **Billing/Fees:** The contractor will examine the current fee structure to determine areas for improving fee collections related to Animal Services activities and provide avenues for fee collection.

The contract commences upon Council approval and continues through the date upon which the project is completed, which the Department estimates will be May 17, 2024. The contract provides that compensation may not exceed \$50,000. The County may terminate the agreement by providing written notice.

The Office of Budget and Finance, Purchasing Division advised that the County's initial Request for Proposals, which included a 20% M/WBE requirement, yielded two proposals; one respondent's proposal was deemed non-responsive to the M/WBE requirement, and the other respondent did not have the necessary expertise. The Purchasing Division further advised that the County subsequently issued a new Request for Proposals with a 5% M/WBE requirement that

also required respondents to provide additional information regarding their animal welfare expertise; the County received two proposals; one was deemed non-responsive.

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**

### **Animal Services Consultant**

The Baltimore County Department of Health is seeking approval for a contract with Shelter Savvy for the review of our Animal Services Division.

#### **BACKGROUND**

Baltimore County Animal Services (BCAS) operates the county's only open admission, municipal shelter providing sheltering, care to the stray and lost, surrendered, abused, and neglected animals in our community, and ensures the safety and welfare of the county's animals and communities. Our shelter is current fully and overcrowded. This is not unique to Baltimore County as it is a national issue. In 2022, BCAS impounded 6,919 animals. It is not unusual to adopt out 4 dogs in a day, but on that same date receive 10 or more dogs in for care. Many pets were adopted during COVID when individuals were at home and wanted companionship. These animals are now being returned/relinquished in high numbers as people are returning to work or travel and are finding it difficult to care for their pets.

Although the public perception of Animal Services is very positive, there are still concerns mentioned by animal advocates. These are sent to council persons, voiced at town hall meetings and emailed directly to animal services. Having an independent review of the entire operation, with focus on specific areas of concern would provide transparency and determine opportunities for improved services in this high-volume program.

#### **PURPOSE**

Shelter Savvy will provide a full review of all services in this division, with a specific focus on the areas of Administrative Hold, Role of the Commission, Public/Private Partnership Options, Location and Billing.

#### **FISCAL**

Funding \$50,000

GR1265

Prepared by: Department of Health and Human Services

FM-7 (3 Contracts)

Council District(s) All

**Department of Public Works & Transportation**

**Rental of Roll-Off Containers – Community Clean-up**

The Administration is requesting approval of three contracts, with Northwest Refuse Service, LLC, SFMS, LLC, and The Dirt Express Company, to provide roll-off containers as needed for the County’s Community Clean-Up Program. 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 provide that compensation may not exceed the amount appropriated for these services during the entire contract term. The Department advised that estimated compensation for all contractors providing these services (see below for the existing contracts) totals \$1,053,102 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>	\$ 1,053,102	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Estimate for all contractors providing these services for the entire 5-year and 4-month term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 1,053,102 <sup>(2)</sup>	

**Analysis**

The Department advised that the County’s Community Clean-Up Program allows communities of 50 households or more to host bulk trash events (one event per fiscal year per community association or clean-up area) to collect trash that is not normally picked up for curbside collection. Each contractor will provide 30-cubic-yard roll-off containers for the community clean-up events

as needed. The County will give the contractors two weeks' notice for providing the containers the community has requested for a given clean-up day. (The number of containers is based on community size.) Each Council District is assigned a primary contractor, secondary contractor, tertiary contractor, etc., based on the low bid among all contractors providing rental roll-off containers; if the primary contractor cannot provide the requested container(s) at the time of request, services will be requested from the secondary contractor, etc., based upon the next lowest bid.

The Department advised that the contractors are required to transport the containers to the designated County facility that is closest to the area serviced for disposal of the refuse, which will reduce transportation costs as follows: the Central Acceptance Facility (Cockeysville) for the central area (Council District 3); the Eastern Sanitary Landfill (White Marsh) for the eastern area (Council Districts 5, 6, and 7), and the Western Acceptance Facility (Halethorpe) for the western area (Council Districts 1, 2, and 4). The contracts provide that if the containers are delivered to the designated facility within two weeks of the clean-up event, the County will waive the associated tipping fees. Rental unit prices per container vary according to contractor and geographic area.

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 provide that compensation for the three contractors, combined with all other contractors providing these services, may not exceed the amount appropriated for these services during the entire contract term. The Department advised that estimated compensation for all contractors providing these services totals \$1,053,102 for the entire 5-year and 4-month term, including the renewal and extension periods.

The contracts state that prices shall be held firm for 180 days from Council approval, and that the County shall entertain requests for price escalations twice per year, limited to the actual price increase to the contractor, provided the contractor furnishes documentation reflecting the changes. The County may terminate the agreements by providing 30 days prior written notice.

The Department advised that the County awarded the contracts through a competitive procurement process based on low bid from seven bids received. According to the bid documents, there was not an M/WBE participation requirement.

The Department advised that 203 community clean-up events were held during FY 2023 at a cost of \$208,024 and expects more than 215 clean-up events to be held in FY 2024 at a cost of \$215,000; in FY 2024 (as of February 28, 2024), 132 community events have been held at a cost of \$127,433, with an additional 49 events scheduled at an estimated cost of \$59,057.

On July 1, 2019, the Council approved four similar 5-year and 4-month contracts (which commenced February 11, 2019) with J and J Trash Removal, Inc. (Eagle Transfer Services), Northwest Refuse Service, LLC, The Dirt Express Company, and The Goode Companies, Inc. The County's financial system indicates that as of February 26, 2024, expenditures/encumbrances under these contracts totaled \$619,172 as follows: \$107,125 for J and J Trash Removal, Inc.; \$335,275 for Northwest Refuse Service, LLC; \$140,022 for The Dirt Express Company; and \$36,750 for The Goode Companies, Inc. (The Department advised that the County terminated The Goode Companies, Inc. contract upon approval of the April 5, 2021 contract (see below); The Goode Companies, Inc. rebid its contract in order to obtain a longer term.) The contracts expire June 9, 2024.

On April 5, 2021, the Council approved six similar 5-year and 4-month contracts, with Atlantic Maintenance Group, LLC; AVW (Apple Valley Waste) of Maryland, Inc.; A2Z Environmental Group, LLC; Cockey's Enterprises, Inc.; Northwest Recycling, LLC; and The Goode Companies, Inc. The County's financial system indicates that as of February 26, 2024, expenditures/encumbrances under these contracts totaled \$314,803 as follows: \$33,275 for Atlantic Maintenance Group, LLC; \$435 for AVW (Apple Valley Waste) of Maryland, Inc.; \$97,890 for A2Z Environmental Group, LLC; \$126,403 for Cockey's Enterprises, Inc.; \$17,950 for Northwest Recycling, LLC; and \$38,850 for The Goode Companies, Inc. The contracts expire August 2, 2026.

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**

Northwest Refuse Service, LLC  
SFMS, LLC.  
The Dirt Express Company

**Scope of Contract:**

Contractor will provide the rental of roll-off containers to communities on an as-needed basis after the Bureau of Solid Waste has approved application for clean-up. Contractor will deliver roll-off container on agreed upon date to a location in the community. Contractor will deliver roll-off container to specified disposal location within two weeks of the event date and will invoice the County for each rental.

**Purpose:**

This contract is to provide all time, labor, material, and incidentals necessary to provide rentals of 30-cubic yard roll-off containers for the County's Community Clean-Up Program

**Contract Value:** Not to exceed the County Council approved appropriation.

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

**Vendor Selection Method:** Competitive bid, Low bid

**MBE/WBE:** N/A

Prepared by: Department of Public Works & Transportation



**MB-2 (Res. 9-24)**

**Council District(s) 5**

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**Mr. Marks**

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**DPW&T – Request for Traffic Signal Installation – Villages of White Marsh PUD**

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Resolution 9-24 requests that the Department of Public Works and Transportation proceed towards the installation of a traffic signal at Perry Hall Boulevard and Bucks Schoolhouse Road – utilizing the developer contribution of up to \$100,000 to be paid pursuant to the Planned Unit Development (“PUD”) community benefit set forth in Resolution 80-16.

On August 1, 2016, the County Council enacted Resolution 80-16, which approved the continued review of the proposed PUD application from Village Development Group (“Applicant”) for the development of a site known as the “Villages of White Marsh.” Resolution 80-16 states that the Applicant was to provide a capital improvement benefit contribution of up to \$100,000 towards the installation of a traffic signal at the intersection of Perry Hall Boulevard and Bucks Schoolhouse Road. The original Development Plan and two subsequent amended Plans have been approved, and the development continues to proceed through the development process. There is still a need for a traffic signal at the intersection of Perry Hall Boulevard and Bucks Schoolhouse Road.

Resolution 9-24 shall take effect from the date of its passage by the County Council, and a copy of the resolution shall be sent to the Departments of Public Works and Transportation and Permits, Approvals and Inspections for further action.

BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
APPENDIX A

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

**TO:** Administrative Officer **DATE:** 2/9/24  
**FROM:** Kevin D. Reed, Director  **COUNCIL MEETING**  
Office of Budget & Finance **DATE:** 3/18/24  
**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 10013217      Aramark Services, Inc.

This Purchase Order is for the purchase of preparing and delivery of specialized meals through Aramark Services, Inc.

As detailed in the 902(f) Justification dated 11/3/2023 and signed by Deputy Director Lawrence Richardson, Aramark Services, Inc (formerly know as Chartwells/Black and Gold) has expertise in preparing specialized meals and has the ability to deliver the shelter needs in requested quantities, on short notice to multiple locations, including delivering specialty requested meals to homeless shelters. They have been providing food preparation and delivery for vulnerable populations in past years in response to the County's state of emergency not to spread viruses to these locations. The Freezing Weather Shelter will operate from November 15, 2023 through April 15, 2024 with the anticipation of providing 100 nights of sheltering services and 25 daytime services due to freezing weather conditions.

Award Total: \$36,400.00  
Award Date: 2/9/24

PO 10013208      Leeds Precision Instruments, Inc.

This Purchase Order is for the purchase of three Leeds Digital Microscope Cameras and Software for the Firearms and Toolmark Identification Unit in Forensics through Leeds Precision Instruments, Inc.

As detailed in the Sole Source Justification dated 11/2/23 and signed by Chief McCullough, the Leeds microscope camera equipment and software are specifically designed for firearms related evidence to capture bullets and cartridge cases with balance light, eliminating hot spots and enabling detailed photographs that can be used in court cases. This equipment will replace antiquated cameras with aged technology which are unable to produce quality images. The old cameras are running on Windows 9, which is outdated, has security risks and those computers are experiencing major function issues. Much of the evidence identified in the

microscope is unable to be photographed due to the complexity of the evidence being examined.

Award Total: \$31,536.00  
Award Date: 2/9/24

PO 10013862

Cook's Direct, Inc.

This Purchase Order is for the purchase of a commercial mixer for the Detention Center through Cook's Direct, Inc. As detailed in the 902 (f) Justification dated 12/20/23 and signed by Director Pesterfield, the facility provides over 1,000 meals per day for incarcerated individuals and the mixer is utilized several times per day. Hand mixing the volume of food required daily is difficult and severely affects productivity in the kitchen. When hand mixing is not a feasible option, product substitution has to be made which diminishes menu variety and disrupts meal preparation.

Award Total: \$44,816.93  
Award Date: 2/12/24

PO 10013876

Altelix LLC

This Purchase Order is for the purchase of pre-constructed weatherproof enclosures to house Portable Observation Device (POD) Camera networking components through Altelix LLC as a one-time purchase. These enclosures are built to our specifications.

As detailed in the 902 (f) Justification dated 12/21/23 and signed by Chief McCullough, the Technology Section of the Police Dept. previously built 20 POD camera housing units in house. ARPA funding for the Violent Crime Prevention Plan is providing funds to expand the program to 115 units. The volume of the expanded program makes it impractical to continue to build the enclosures in house. Multiple suppliers were contacted but they could only provide "similar" products that were significantly more expensive. Altelix LLC is able to provide the enclosures per specification in a timely manner and at a competitive price.

Award Total: \$31,467.20  
Award Date: 2/12/24

PO 10013714

Facility Solutions Group, Inc.

This Purchase Order is for the purchase of LED Lighting Retrofits at Multiple Sites throughout Baltimore County to support the Baltimore Gas and Electric Company (BGE) Small Business Energy Solutions (SBES) Program through Facility Solutions Group, Inc. As detailed in the 902(f) Justification dated 12/21/23 and signed by Nicole Finneyfrock, the Program targets electric energy retrofit opportunities for BGE's Schedule G & GS commercial customers. This program offering includes conducting and documenting electric energy audits that provide the County with cost-effective energy efficiency solutions as well as installation services to retrofit existing lighting in County facilities to modernized and efficient lighting applications, which will save energy use and generate cost savings. BGE is the County's sole electric services utility provider. Facility Solutions Group has been assigned as program administrator by BGE through a competitive process.

The BGE Smart Energy Solutions program provides complimentary on-site energy analysis and recommendations for lighting upgrades, in order to make determinations on long-term energy savings potential and the capital cost of lighting retrofits. This direct-installation program covers 70% of the total cost of the installation of lighting upgrades. The County would otherwise have to cover the full cost of energy retrofits directly from capital or operating funds, were it not for the opportunity provided by the energy incentive offered by the program as proposed.

The per-project cost (based on customer share) and payback periods are deemed reasonable (at 4.7 years or less) for all projects selected for completion. The County would not be able to receive the incentive covering 70% of the project costs without utilizing the utility incentive program administered by BGE. A previous proposal from May 2019 provided a comparable incentive levels and simple payback periods for each proposed lighting retrofit measure and the County proceeded with lighting conversions in 15 facilities under the program.

Award Total: \$142,771.23  
Award Date: 2/14/24

SCON 10002087 EMS Technologies, LLC

This Supplier Contract is for the purchase of Maintenance of Automatic Logic Systems at Woodlawn Police Precinct.

According to the Sole Source Justification dated 10/31/23 and signed by Property Manager Debra Shindle, EMS Technologies, LLC dba Albireo Energy, LLC is the sole factory-certified Automated Logic Corporation Field Office to service the area of the Mid-Atlantic Region. Albireo Energy LLC creates and monitors the programming of the Automated Logic BAS system that controls the HVAC in the building.

5yr. Estimated Award Total: \$54,748.00  
Award Date: 2/9/24

SCON 10002147 International Chemstar Incorporated

This Supplier Contract is for the purchase of MIOX System Maintenance for the Eastern Family Resource Center.

As detailed in the Sole Source Justification dated 12/26/23 and signed by Property Manager Debra Shindle, Legionnaire's disease was discovered in some pipes of this facility on 9/13/18. The MIOX system was installed to minimize the chance of a reoccurrence. International Chemstar is the water consultant that installed the system and has maintained it up to this point.

The MIOX system is used to mitigate and keep the hot water system clean and safe. This system was approved by the Health Department and MDE who continue to monitor it. Legionella is a public health concern and would cause water restriction and costs associated with temporary facilities/water.

5yr. Estimated Award Total: \$96,645.16  
Award Date: 2/12/24

SCON 10002127 Criss Cross, Inc.

This Supplier Contract is for the purchase of residential data dedicated to phone numbers and reverse look-ups for public safety purposes for the State of Maryland that is updated on a quarterly basis.

As detailed in the Sole Source Justification memo dated 12/28/23 and signed by Director Mike Fried, the information is utilized by the Police Department and 911 Center. It allows for searches using multiple fields. Actions taken in the initial minutes of an emergency are critical – the dispatcher is the first person to gather and provide accurate information about the emergency situation. It is vital they have the resources available to perform this role, avoiding delays which can be dangerous for both those in need of response as well as the personnel responding.

3yr. Estimated Award Total: \$90,000.00  
Award Date: 2/12/24

SCON 10002135 Nortisu American Corporation

This Supplier Contract is for the purchase of extended maintenance for specialized photo processors (forensic equipment) manufactured and serviced by Noritsu American Corp.

As detailed in the Sole Source Justification dated 8/9/23 and signed by Chief McCullough, maintenance is required to keep them clean and functioning properly. The equipment is utilized by the forensic services Chemistry Unit of the Police Department for high tech processing of crime scene photos and aids in criminal investigations and prosecutions.

3yr. Estimated Award Total: \$51,500.00  
Award Date: 2/12/24

SCON 10002133 Franklin Miller, Inc.

This Supplier Contract is for the purchase of Taskmaster influent grinders and parts through Franklin Miller, Inc. The County utilizes nine Taskmaster influent grinders in seven sewage pumping stations, as well as another Taskmaster grinder for the Detention Center on Bosley Ave. in Towson.

As detailed in the Sole Source Justification dated 11/2/23 and signed by Director D'Andrea L. Walker, influent grinders require regular maintenance and replacement of parts that are designed to wear over time. The parts for Taskmaster influent grinders are proprietary. Franklin Miller is the sole supplier and manufacturer of Taskmaster influent grinders and parts. If no influent grinder were available, sewage pumps would be experiencing much higher rates of clogging by debris, leading to overflows. Overflows are a safety hazard to the public and Baltimore County employees, and incur fines from the State of Maryland.

5yr. Estimated Award Total: \$250,000.00  
Award Date: 2/12/24

SCON 10002159 Kaeser Compressors, Inc.

This Supplier Contract is for the purchase of technical services to include labor, travel and mileage, OEM software and parts through Kaeser Compressor, Inc. Kaeser Compressor is the only local vendor and if the County were to use non-OEM

parts or software it would cause breakdowns, non-functional, or malfunctioning equipment or could damage existing machinery or software. At present, the Central Acceptance Facility (CAF) uses Kaeser compressor models BDS50 and DBS60 and dryer model KAD370 on two shifts (6:00am to 3:00 pm and 3:00 pm to 11:00 pm). An air dryer is required for the compressor to keep moisture out of the airlines and keeps rust from forming and moisture out of the auto sorting equipment that are running through the plant.

As detailed in the Sole Source Justification dated 10/3/23 and signed by Director D'Andrea L. Walker, efforts to use different non-OEM software or non-OEM parts could be a software infringement or void warranties on the equipment. The CAF system generates \$6M revenue per year for Baltimore County and if failing Kaeser Compressors were to compromise productivity, there would be loss of reliability and service to residents, along with lost revenue from sales. Should the dryer not exist, the compressor would completely fail, causing productivity loss and more expense. As the CAF is the sole facility handling Baltimore County and Harford County at a rate of approximately 70,000 tons annually, the entire recycling program would be impacted.

5yr. Estimated Award Total: \$63,000.00  
Award Date: 2/12/24

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