

*BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2015*

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*Issued: January 22, 2015  
Work Session: January 27, 2015  
Legislative Day No. 3 : February 2, 2015*

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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

February 2, 2015

NOTES TO THE AGENDA

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**BALTIMORE COUNTY COUNCIL AGENDA  
LEGISLATIVE SESSION 2015, LEGISLATIVE DAY NO. 3  
FEBRUARY 2, 2015 6:00 P.M.**

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

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

**KEVIN REED, DEPARTMENT OF HEALTH AND HUMAN SERVICES**

1 Bill 1-15 - Mrs. Bevins(By Req.) - CEB - Community Based Programs to Test and Cure Hepatitis C

**COUNCIL**

4 Bill 2-15 - Cnclbrs. Almond, Bevins, Quirk, Marks, Kach & Crandell - Baltimore County Animal Services Advisory Commission

6 Bill 3-15 - All Councilmembers - Retirement System - Line of Duty Death Benefit

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**WILL ANDERSON, DIRECTOR, DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT**

7 1. Contract - Facility Logix, LLC - Consulting services - research & development- viable ecosystem for entrepreneurs-DEWD

**KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE**

11 2. Contract - Petroleum Services, Inc. - Fuel tank services - OBF

\* 3. Amendment to Contract - Dazser-Bal Corporation - Janitorial services - OBF

**ED ADAMS, DIRECTOR, DEPARTMENT OF PUBLIC WORKS**

14 4. Contract - Midlantic Marking, Inc. - On-call services - line-striping roadway pavements - Public Works

**ROB STRADLING, DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY**

16 5. Contract - Columbia Telecommunications Corporation - Broadband Technology Opportunities Program - OIT

21 6. Amendment to Contract - Dewberry Consultants, LLC - Geographic Mapping Services - OIT

**JOANNE WILLIAMS, DIRECTOR, DEPARTMENT OF AGING**

25 7. Contracts - (3) - Senior Housing Complexes - Congregate Meal Program - Aging

**JAMES JOHNSON, CHIEF, POLICE DEPARTMENT**

30 8. Contract - Life Technologies Corporation - Validation Services - Applied Biosystems 3500 genetic analyzers - Police

**MISCELLANEOUS BUSINESS**

**COUNCIL**

39 1. Correspondence - (a)(1) - Non-Competitive Awards (December 24, 2014)

32 2. Res. 5-15 - Mrs. Almond - Amending Boundaries - Pikesville Commercial Revitalization District

35 3. Res. 6-15 - Mrs. Bevins(By Req.) - 2005-2006 Land Preservation, Parks and Recreation Plan Update

4. Appointment - Mrs. Bevins(By Req.) - County Administrative Officer - Fred Homan

5. Appointment - Mrs. Bevins(By Req.) - Director, Department of Permits, Approvals and Inspections - Arnold E. Jablon

6. Appointment - Mrs. Bevins(By Req.) - County Attorney - Michael E. Field

7. Appointment - Mrs. Bevins(By Req.) - Director, Department of Public Works - Edward C. Adams, Jr.

8. Appointment - Mrs. Bevins(By Req.) - Chief, Fire Department - John J. Hohman

9. Appointment - Mrs. Bevins(By Req.) - Chief, Police Department - James W. Johnson

10. Appointment - Mrs. Bevins(By Req.) - Director, Department of Environmental Protection and Sustainability - Vincent J. Gardina

11. Appointment - Mrs. Bevins(By Req.) - Director, Department of Health and Human Services - Gregory Wm. Branch, M.D.

12. Appointment - Mrs. Bevins(By Req.) - Director, Office of Budget and Finance - Keith A. Dorsey

\* See Addendum

**Bill 1-15 (Supplemental Appropriation)**

**Council District(s) All**

**Mrs. Bevins (By Req.)**

**Department of Health and Human Services**

**Community-Based Programs to Test and Cure Hepatitis C**

The Administration is requesting a supplemental appropriation of federal funds totaling \$29,041 to the Community-Based Programs to Test and Cure Hepatitis C Gifts and Grants Fund program. The funds will be used to hire a part-time data entry clerk to support the Department’s tracking and monitoring of Hepatitis C in the County. See Exhibit A.

**Fiscal Summary**

| <b>Funding Source</b>         | <b>Supplemental Appropriation</b> | <b>Current Appropriation</b> | <b>Total Appropriation</b> |
|-------------------------------|-----------------------------------|------------------------------|----------------------------|
| <b>County</b>                 | --                                | --                           | --                         |
| <b>State</b>                  | --                                | --                           | --                         |
| <b>Federal <sup>(1)</sup></b> | \$ 29,041                         | --                           | \$ 29,041                  |
| <b>Other</b>                  | --                                | --                           | --                         |
| <b>Total</b>                  | <u>\$ 29,041</u>                  | <u>--</u>                    | <u>\$ 29,041</u>           |

<sup>(1)</sup> U.S. Department of Health and Human Services, Centers for Disease Control and Prevention funds passed through the Maryland Department of Health and Mental Hygiene, Prevention and Health Promotion Administration. No County matching funds are required.

**Analysis**

The purpose of the Community-Based Programs to Test and Cure Hepatitis C program is to reduce Hepatitis C related morbidity and mortality. The proposed supplemental appropriation will enhance the Department’s Hepatitis C surveillance program. The Department advised that grant

funding is expected to continue for three additional years. The Department further advised that all County residents are eligible for these services. The Department expects the program to serve approximately 1,200 County residents annually.

The proposed \$29,041 supplemental appropriation will be used to hire one part-time (34 hours-per-week) data entry clerk to enter data from medical reports into an electronic database that will be used to monitor Hepatitis C in the County. Specifically, the funding will support the salary, benefits, and supplies for this new position as well as administrative program costs.

The grant period is FY 2015. No County matching funds are required for this grant.

With the affirmative vote of five members of the County Council, Bill 1-15 will take effect February 15, 2015.

Executive Summary: Community-Based Programs to Test and Cure Hepatitis C

The Department of Health and Human Services Communicable Diseases Division is requesting a supplemental appropriation in the amount of \$29,041 to support DHMH's Community-based Program to Test and Cure Hepatitis C. This money will be used to fund a Data Entry Clerk position and will be solely dedicated to the surveillance of Hepatitis C in Baltimore County.

Background:

Hepatitis C is a mandated reportable disease in Maryland. The Communicable Disease Control Division at the Baltimore County Department of Health employs disease investigators and office staff to aid in the investigation and surveillance of all reportable diseases, including Hepatitis C. Hepatitis C is a major public health issue resulting in significant levels of morbidity and mortality. There have been numerous advances in the diagnosis and treatment of Hepatitis C, yet many do not know that they are infected, and the number of cases continues to rise. Disease burden is underestimated due to a variety of reasons due to lack of appropriate access to care and cost of treatment.

Program Description:

DHMH's Community-Based Programs to Test and Cure Hepatitis C will decrease morbidity and mortality of Hepatitis C through the implementation of six strategies: 1. Provider training and ongoing telemedicine consultation to primary care providers; 2. Provider and community education to increase Hepatitis C testing by primary care providers and in the community; 3. Local health department linkage to care services to ensure Hepatitis C infected people are linked to treatment and supported in adhering to their regimen; **4. Increased surveillance infrastructure and data sharing to refine population-level estimates of infection and health outcomes;** 5. Increased utilization of EMR to enhance Hepatitis C services, evaluate service outcomes, and inform quality improvement; and 6. Policy initiatives to leverage the Affordable Care Act to improve client access to testing and care.

Goal of the Project:

The Community-Based Programs to Test and Cure Hepatitis C is a CDC funded program through DHMH that seeks to reduce Hepatitis C related morbidity and mortality. The program will help strengthen healthcare capacity in Baltimore County in addressing and understanding more fully the burden of Hepatitis C. Through community partnerships, the expectation is that more people in Baltimore County will be tested and treated for Hepatitis C. This grant has been made available to Baltimore County in order to enhance Hepatitis C surveillance by hiring a dedicated data entry person.

This program expects to serve more than 1,200 people in FY 2015.

Prepared by: Department of Health and  
Human Services

Bill 2-15

Council District(s) All

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**Councilmembers Almond, Bevins, Quirk, Marks, Kach and Crandell**

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**Baltimore County Animal Services Advisory Commission**

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Bill 2-15 establishes the Baltimore County Animal Services Advisory Commission.

The Commission will be tasked with working in an advisory capacity with the Animal Services Division, the Animal Hearing Board, and other agencies, interested persons, or organizations on issues relating to animal welfare and public safety.

The Commission will consist of 11 members. Each member of the County Council will appoint one member and the County Executive will appoint four members. Of the members appointed by the Executive, one shall be a licensed veterinarian, one shall be a representative from an animal welfare organization, one shall be a person whose duties include the daily operation of an animal shelter, and one shall be an at-large individual from the general public. The Director of the Health Department shall designate an ex officio, non-voting member to provide technical assistance. The term of a member is 3 years, although the initial term of some members will be 1 or 2 years to provide for staggered terms going forward.

The Commission will be required to:

- (1) Maintain liaison with:
  - (I) The Animal Services Division;
  - (II) The Animal Hearing Board;
  - (III) The Police Department;
  - (IV) Public and private animal welfare organizations;
  - (V) Animal Services Advisory Commissions or Boards in other counties and municipalities; and
  - (VI) Animal Services agencies in other states and the federal government.
- (2) Consult with county and municipal Animal Services Advisory Commissions or Boards on their animal welfare programs;

- (3) Collect and assemble pertinent information that is available from other agencies;
- (4) Visit the County Animal Services facility and inspect all phases of the operation of the facility;
- (5) Collect and assemble any and all data and records of the Animal Services Division pertaining to its operation;
- (6) Review and make recommendations to the County Council and the County Executive concerning budgets and fiscal needs, and policies, rules and regulations of the Animal Services Division;
- (7) Work to educate the public on issues related to control of the animal population; and
- (8) Generally promote the mission and responsibilities of the Animal Services Division.

The Commission is required to meet at least four times per year and to submit an annual report to the County Council and the County Executive that summarizes the Commission's activities for the preceding year and makes recommendations to the County Council and the County Executive.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 2-15 shall take effect on February 16, 2015.

Bill 3-15

Council District(s) All

**All Councilmembers**

**Retirement System – Line of Duty Death Benefit**

Bill 3-15 proposes to permit the continued payment of a line of duty death benefit to the spouse of a deceased member of the retirement system should the spouse remarry. Under current law, the benefit would cease upon the remarriage of the spouse.

Current law provides for a death benefit, in the form of a retirement allowance, to be paid to the surviving spouse of a member of the retirement system, if the member died in the line of duty. The benefit is payable during the surviving spouse’s widowhood. If there is no surviving spouse, or if the surviving spouse dies or remarries before the youngest child of the deceased member reaches age 18, then the benefit is payable to the minor child or children. Bill 59-13 expanded that benefit for up to 5 years after a child reaches age 18 if the child is attending school on a full-time basis and if the school offers an educational or vocational program that is accredited or approved by a state Department of Education.

The amount of the benefit is specified in the statute (Section 5-1-228), with a higher benefit payable to the spouse of a Group 4 deceased member (Police and Fire) than to spouses of other deceased members.

Bill 3-15 proposes to change the law so that if a surviving spouse remarries, the benefit will continue to be paid to the surviving spouse. Therefore, only upon the death of a surviving spouse will the benefit flow to the minor children, if any, of the deceased member.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 3-15 will take effect on March 2, 2015.

FM-1 (Contract)

Council District(s) All

**Department of Economic and Workforce Development**

**Consulting Services – Research & Development – Viable Ecosystem for Entrepreneurs**

The Administration is requesting approval of a contract with Facility Logix, LLC to provide consulting services for the creation of a viable entrepreneurial ecosystem within the County. The contract commenced October 1, 2014, continues until February 28, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through the completion of the project. Compensation may not exceed \$60,000. See Exhibit A.

**Fiscal Summary**

| <b>Funding Source</b>        | <b>Maximum Compensation</b>     | <b>Notes</b>   |
|------------------------------|---------------------------------|--|
| <b>County</b> <sup>(1)</sup> | \$ 60,000                       | <sup>(1)</sup> General Fund Operating Budget.<br><sup>(2)</sup> Maximum compensation through project completion. |
| <b>State</b>                 | --                              |  |
| <b>Federal</b>               | --                              |  |
| <b>Other</b>                 | --                              |  |
| <b>Total</b>                 | <u>\$ 60,000</u> <sup>(2)</sup> |  |

**Analysis**

The contractor will provide consulting services for the creation of a viable entrepreneurial ecosystem with the expected outcomes of producing jobs and improving the County's economy. The Department advised that despite the Department's efforts to assist small business owners and entrepreneurs through various existing programs (e.g., technology incubators and the Small Business Resource Center), young high-growth and technology companies frequently choose to locate outside the County (e.g., Baltimore City).

The contractor's work will be divided into two phases: producing a study and implementing the study's recommendations. During the first phase, the contractor's tasks include reviewing best practices for improving entrepreneurship in suburban environments; inventorying existing resources, including entrepreneurship programs within local and regional colleges and universities; determining the feasibility of establishing a physical space for incubation; identifying funding and grant opportunities; producing a creative plan to position the County as an entrepreneurial environment; and developing strategic implementation plans for entrepreneurial growth within the County. During the second phase, the contractor will guide the implementation of programs to create the entrepreneurial ecosystem, including establishing benchmarks; creating a network of angel investors and venture capitalists interested in doing business in the County; establishing a network of business mentors; and identifying a location for an incubator.

The contract commenced October 1, 2014, continues until February 28, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through the completion of the project. Compensation may not exceed \$60,000. The Department advised that the contractor commenced work November 1, 2014 and that the value of the services through January 31, 2015 will total \$20,500. The contractor's proposal indicates that 7 months of work will be required. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on qualifications, experience, and value from four bids received. Facility Logix, LLC also submitted the lowest bid.

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...."

**Strategy for Entrepreneurship Project**  
Executive Summary November 24, 2014  
Vendor Contract: Facility Logix

The Baltimore County Department of Economic & Workforce Development (DEWD) is requesting approval to contract with Facility Logix to conduct research and develop a blueprint for creation of a viable ecosystem for entrepreneurs in Baltimore County. The overall goal of the project is to create jobs and to grow the County's economy. Entrepreneurial activity is a key driver for job creation and therefore, a vital element of the County Executive's demand-driven workforce model. DEWD implements programs to retain and expand existing business, and to attract new business to the County. The Department also operates the Small Business Resource Center (SBRC) which assists several hundred small business owners or would-be entrepreneurs per year to start or grow their businesses. In addition, other organizations within the County conduct programs to support start-up businesses including TowsonGlobal and bwtech@UMBC, both operating business incubators. In spite of this support activity, the County frequently loses young high-growth and technology companies to Baltimore City. Outside of the two incubators, Baltimore County is not viewed as offering an Entrepreneurial Ecosystem.

The purpose of this consulting engagement is to review best practices to grow entrepreneurship in suburban environments, and build strategy and tactics that enable entrepreneurs and inventors to commercialize products and ideas and grow successful businesses around their innovations. The desired results include business and job growth in Baltimore County plus, and maybe more importantly, development of an innovation ecosystem.

The consulting engagement is to conduct research, develop strategy and implement programs to grow and support high tech entrepreneurs in Baltimore County. The consultant will inventory existing resources; study best practices in entrepreneurship nationwide, including intensive training programs connected to the demand-drive workforce model; determine the feasibility of establishing a physical space for incubation; and develop strategic implementation plans for entrepreneurial growth in Baltimore County. The consultant will also be called upon to guide the implementation of programs to create an entrepreneurial ecosystem that promotes innovation, research & development and commercialization of new products or services, offering entrepreneurial training and ultimately encouraging the growth of technology business.

The Scope of Services include:

Phase 1: The Study

- Identify new and innovative entrepreneurial programs that will work in a diverse, suburban environment.
- Reach out to major corporations in the County to determine their interest in partnering with us in a new entrepreneurial program to foster innovation.
- Identify all entrepreneurship programs within local and regional colleges and universities and determine how best to utilize them in a non-academic environment.
- Convene a roundtable of regional entrepreneurial leaders to provide advice and guidance on developing a stronger entrepreneurial ecosystem.
- Identify potential funding and grant opportunities from sources such as the U.S. Department of Labor, for self-employment training programs.
- Identify public and private sources of funding (grants) to develop and implement entrepreneurship programs.

- Research the feasibility of establishing a physical location for an incubator, accelerator, and/or co-working space and identify potential locations and sources of funding support.
- Identify a network of angel investors and venture capitalists interested in engaging with entrepreneurs in Baltimore County.
- Identify a network, including experienced mentors, to create a supportive environment and advocate for the ecosystem.
- Develop strategies to grow and support entrepreneurs in Baltimore County.
- Produce reports as required, including a strategic plan.

Phase 2: Implementation

- Implement strategies identified in the study phase to grow and maintain entrepreneurs in Baltimore County.
- Establish a network of angel investors and venture capitalists interested in engaging with entrepreneurs in Baltimore County.
- Establish a resource network, including experienced mentors to create a supportive environment and advocate for the ecosystem.
- Identify a location and facilitate the plan for an incubator, accelerator or co-working space.

The deliverables include:

Phase 1: The Study

- Inventory of best practices: Conduct national research on best practices related to growing entrepreneurs in suburban environments. Report how such practices could be emulated in Baltimore County.
- Document best practices in reducing entrepreneurial risk and the creation of revenue-positive businesses.
- Provide a list of County corporations that are interested in partnering to create an entrepreneurial ecosystem.
- Provide an assessment of the feasibility, required investment and potential location for an incubator, accelerator, or co-working space.
- Develop a Baltimore County Strategy to Create an Expanded Entrepreneurial Ecosystem: Based on the research conducted and the consultant's professional experience, draft a creative plan to position Baltimore County as an entrepreneurial environment. The goal of such a plan is to successfully identify, support and nurture entrepreneurs, and, ultimately to create and retain high growth and technology businesses and jobs in the County.
- Develop an implementation plan based on the agreed upon strategy.

Phase 2: Implementation

- Establish benchmarks and generate progress reports on the implementation plan.
- Create a network of angel investors and venture capitalists interested in doing business in Baltimore County. Communicate regularly and develop relationships with the investors.
- Establish a network of experienced mentors to provide a supportive environment and to advocate for the entrepreneurial ecosystem.
- Identification of a location for an incubator, accelerator or co-worker space.

Prepared by: Department of Economic and  
Workforce Development

FM-2 (Contract)

Council District(s) All

Office of Budget and Finance

Fuel Tank Services

The Administration is requesting approval of a contract with Petroleum Services, Inc. to provide fuel tank services at various County-owned and/or operated buildings. The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$2,209,147 for the entire 5-year and 4-month term, including the renewal and extension periods.

Fiscal Summary

| Funding Source        | Maximum Compensation               | Notes   |
|-----------------------|------------------------------------|---|
| County <sup>(1)</sup> | \$ 2,209,147                       | <sup>(1)</sup> General Fund Operating Budget and Capital Projects Fund.<br><sup>(2)</sup> Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term. |
| State                 | --                                 |   |
| Federal               | --                                 |   |
| Other                 | --                                 |   |
| <b>Total</b>          | <u>\$ 2,209,147</u> <sup>(2)</sup> |   |

Analysis

The contractor will provide all labor, supervision, vehicles, equipment, tools, supplies, and other necessary items to complete the installation, repair (regular and emergency), maintenance, cleaning, and ground restoration for fuel tank services pertaining to underground and above ground storage tanks located at various County-owned and/or operated buildings. Services include installing new tanks, fuel lines, and concrete pads; removing and disposing of fuel-contaminated soil; conducting sample analysis; and repairing and restoring concrete surfaces,

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turf, and grounds damaged during fuel tank servicing. Hourly rates for labor range from \$40 to \$85, depending on the worker's skill level and time status (regular or overtime). Hourly rates for equipment rental are \$85 or \$100, depending on the type of equipment. The rate for equipment mobilization is \$200. Unit prices range from \$0.30 to \$0.95 per gallon and from \$185 to \$280, depending on the service provided (e.g., fuel filtering, grounds restoration, various repairs, sample analysis). Additionally, the contractor's mark-up is 8% or 15%, depending on the type of material/subcontractor service.

The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods unless the County provides notice of non-renewal. The County may further extend the contract at the end of the initial term or any renewal term an additional 120 days, on the same terms and conditions. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$2,209,147 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 contract was awarded through a competitive procurement process based on the lowest bid from five responsive bids received. The lowest bidder did not comply with the MBE requirements and was deemed to be non-responsive.

On September 3, 2013, the Council approved a similar 5-year and 4-month contract not to exceed \$2,663,907 with Subsurface Technologies, Inc. The Office advised that the contract was terminated for default on January 3, 2014. The Office further advised that expenditures under the contract totaled \$1,954. Since this contract's termination, the Office advised that it has expended \$19,062 for fuel tank services, primarily with Ace Environmental Services, LLC (\$14,680) for emergency tank work at the County Office Building.

On July 7, 2008, the Council approved a similar 5-year contract not to exceed \$926,483 with Petroleum Services, Inc. Expenditures under this contract totaled \$312,999.

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

**FM-4 (Contract)**

**Council District(s) All**

**Department of Public Works**

**On-Call Services – Line-Striping Roadway Pavements**

The Administration is requesting approval of a contract with Midlantic Marking, Inc. to provide on-call line-striping services (e.g., center lines, lane lines) for County roadways. The contract commences upon Council approval, continues until December 31, 2015, and will automatically renew for two additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 11-month term. Maximum compensation may not exceed \$81,214 for the entire 3-year and 3-month term, including the renewal and extension periods.

**Fiscal Summary**

| <b>Funding Source</b>        | <b>Maximum Compensation</b>     | <b>Notes</b>   |
|------------------------------|---------------------------------|--|
| <b>County</b> <sup>(1)</sup> | \$ 81,214                       | <sup>(1)</sup> General Fund Operating Budget.  |
| <b>State</b>                 | --                              | <sup>(2)</sup> Maximum compensation for the entire 3-year and 3-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 11-month term. |
| <b>Federal</b>               | --                              |  |
| <b>Other</b>                 | --                              |  |
| <b>Total</b>                 | <u>\$ 81,214</u> <sup>(2)</sup> |  |

**Analysis**

The contractor will furnish all labor, materials, tools, equipment, fuel, and supervision to perform the required line-striping services on County roadways as needed. The County will primarily complete these services with County personnel and equipment, and the contractor will serve as a secondary source if County equipment is out of service or there is a high volume of need. The County will be billed at unit prices per linear foot of striping ranging from \$0.077 to \$2.00 depending on the type of paint used, the width, whether a line is new or retraced, and the removal of existing striping.

The contract commences upon Council approval, continues until December 31, 2015, and will automatically renew for two additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 11-month term. Compensation may not exceed \$81,214 for the entire 3-year and 3-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.

This contract was awarded as a piggyback to a competitively bid State (Maryland Department of Transportation, State Highway Administration) contract.

On November 15, 2010, the Council approved a 5-year and 4-month contract with Midlantic Marking, Inc. not to exceed \$716,370 to provide pavement marking services (e.g., crosswalk lines, stop lines, legends and arrows, etc.).

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

**FM-5 (Contract)**

**Council District(s) All**

**Office of Information Technology**

**Broadband Technology Opportunities Program**

The Administration is requesting approval of a contract with Columbia Telecommunications Corporation d/b/a CTC Technology and Energy (CTC) to develop a dark broadband fiber\* lease model and business plan for the County’s Broadband Fiber Optic Network. The contract commences upon Council approval, continues for 1 year, and will automatically renew for two additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days. Compensation may not exceed \$79,000 for the initial 1-year term and may not exceed \$500,000 for the entire 3-year and 3-month term, including the renewal and extension periods. See Exhibit A.

\* Dark broadband fiber is optical fiber infrastructure (cabling and repeaters) that is currently in place but is not being used.

**Fiscal Summary**

| <b>Funding Source</b>        | <b>Initial Term</b>             | <b>Maximum Compensation</b>      | <b>Notes</b>   |
|------------------------------|---------------------------------|----------------------------------|--|
| <b>County</b> <sup>(1)</sup> | \$ 79,000                       | \$ 500,000                       | <sup>(1)</sup> Capital Projects Fund (Enhanced Productivity Through Technology project).<br><sup>(2)</sup> Maximum compensation for the initial 1-year term.<br><sup>(3)</sup> Maximum compensation for the entire 3-year and 3-month term, including the renewal and extension periods. |
| <b>State</b>                 | --                              | --                               |  |
| <b>Federal</b>               | --                              | --                               |  |
| <b>Other</b>                 | --                              | --                               |  |
| <b>Total</b>                 | <u>\$ 79,000</u> <sup>(2)</sup> | <u>\$ 500,000</u> <sup>(3)</sup> |  |

**Analysis**

The State of Maryland was awarded competitive federal grant funds through the U.S. Department of Commerce’s Broadband Technology Opportunities Program (BTOP), as authorized by the American Recovery and Reinvestment Act, to extend middle-mile broadband infrastructure to each of Maryland’s 23 counties, the City of Baltimore, and the City of Annapolis. As part of the

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BTOP, Baltimore County has been participating in the Inter-County Broadband Network (ICBN) to build up to 850 miles of fiber optics and directly connect over 650 community anchor institutions (schools, hospitals, government buildings, etc.). The ICBN is comprised of nine central Maryland counties and cities (City of Annapolis, Baltimore City, and Anne Arundel, Baltimore, Carroll, Harford, Howard, Montgomery, and Prince George's Counties) and led by Howard County. Now that the foundation for the Broadband Fiber Optic Network is in place, the County will continue to expand the network throughout the County for the benefit of its citizens.

The contractor will develop a dark broadband fiber lease model and business plan for the County's Broadband Fiber Optic Network. Services will include providing assistance in documenting compliance with BTOP grant requirements, developing required programs (i.e., dark broadband fiber leasing), working on the application and tracking of any waivers the County may wish to request from the National Telecommunications and Information Administration, identifying additional avenues for partnerships and revenue generation related to the broadband fiber network, and assisting with managing the Total Cost of Ownership (TCO) of the entire infrastructure. Hourly labor rates range from \$75 (Communications/Engineering Aide) to \$170 (Director of Business Consulting/Engineering).

The contract commences upon Council approval, continues for 1 year, and will automatically renew for two additional 1-year periods on the same terms and conditions, with the option to further extend the initial term or any renewal term an additional 90 days. Compensation may not exceed \$79,000 for the initial 1-year term and may not exceed \$500,000 for the entire 3-year and 3-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

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 contract was awarded on a non-competitive basis. CTC provided the program management staff for the administration of the ICBN of which Baltimore County is a member. The Office

advised that CTC's involvement at the administrative level enables it to provide a unique level of understanding and guidance to ensure the County's full compliance with the grant regulations, many of which will extend for as long as 20 years.

On July 5, 2011, the Council approved a 5-year and 3-month contract not to exceed \$158,862 with CTC to provide tower engineering support for communications systems and telecommunications networks throughout the County. Expenditures as of January 6, 2015 totaled \$27,021 under this contract. CTC has been providing tower engineering support services throughout the County since 2006.

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

**Summary** - This fiscal matter is a Contract with Columbia Telecommunications Corporation d/b/a CTC Technology & Energy to develop dark broadband fiber lease model and business plan to assist the County in documenting its compliance with the federal Broadband Technology Opportunities Program (BTOP) grant requirements, in developing required programs (i.e. dark broadband fiber leasing), in working on the application and tracking of any waivers the County may wish to request from the National Telecommunications and Information Administration (NTIA), in identifying additional avenues for partnerships and revenue generation related to the broadband fiber network, and assisting with managing the Total Cost of Ownership (TCO) of the entire infrastructure.

**History** – The State of Maryland was awarded competitive federal grant funds in the amount of \$115,240,581 to extend middle-mile broadband infrastructure to each of Maryland's twenty-three (23) counties, the City of Baltimore, and the City of Annapolis, including many rural and underserved communities across the State. Expanding broadband is crucial for helping to create jobs, improve public safety, increase educational opportunities, improve health care delivery, and improve infrastructure for the Defense Base Closure and Realignment (BRAC). The project was grant funded through the U.S. Department of Commerce's (DOC) Broadband Technology Opportunities Program (BTOP), as authorized by the American Recovery and Reinvestment Act (ARRA). Howard County, as a sub-recipient of the State's BTOP grant award, received \$72,155,683 for the ICBN Project, of which Baltimore County received \$14,400,000 to build this Broadband Fiber Optic Network. Baltimore County contributed an additional \$3,469,800 as a cash match and \$740,000 as in-kind match toward the project.

The Inter-County Broadband Network (ICBN) comprised of nine (9) central Maryland counties and cities and led by Howard County, Maryland, was a key sub-recipient of the State's grant award. The ICBN used grant funds to build as much as eight hundred fifty (850) miles of broadband fiber optics and directly connect over six hundred fifty (650) community anchor institutions (schools, libraries, government buildings, community colleges, public safety agencies, etc.). The ICBN consists of Annapolis, Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Harford County, Howard County, Montgomery County and Prince George's County.

Now that the Broadband Fiber Optic Network foundation is in place, Baltimore County will continue to expand the network throughout the County for the benefit of its citizens. Columbia Telecommunications Corporation is the selected vendor for developing dark broadband fiber lease model and business plan under the provisions of Section 902(f) of the Baltimore County Charter to insure consistency and continuity of service. Columbia Telecommunications Corporation has an intimate knowledge of Baltimore County's existing broadband fiber infrastructure, having provided the program management staff for the administration of the ICBN. Columbia Telecommunications Corporation's involvement at the administrative level for this very successful project, allows them to provide a unique level of understanding and guidance to ensure the County's full compliance with the BTOP grant requirements, many of which extend for as long as twenty (20) years. Therefore, Baltimore County

**Executive Summary**

is entering into an Agreement with Columbia Telecommunications Corporation to develop dark broadband fiber lease model and business plan.

The Agreement shall be effective when executed by the County and shall continue through the date that is twelve months thereafter (Initial Term). The County reserves the right to renew the Agreement for two (2) one-year renewal terms on the same terms and conditions, except that the County may entertain a request for escalation in any year subsequent to the first year in accordance with the current Consumer Price Index (CPI-U) at the time of the request or up to a maximum of 5% increase on the current pricing, whichever is lower.

**Purpose** – The purpose of this Contract with Columbia Telecommunications Corporation is to develop dark broadband fiber lease model and business plan to assist the County in documenting its compliance with the federal Broadband Technology Opportunities Program (BTOP) grant requirements, in developing required programs (i.e. dark broadband fiber leasing), in working on the application and tracking of any waivers the County may wish to request from the National Telecommunications and Information Administration (NTIA), in identifying additional avenues for partnerships and revenue generation related to the broadband fiber network, and assisting with managing the Total Cost of Ownership (TCO) of the entire infrastructure.

**Fiscal Impact** – In no event shall the compensation paid to the Contractor exceed the sum of Seventy-Nine Thousand Dollars (\$79,000) during the Initial Term of this Agreement. The County may entertain a request for escalation in any year subsequent to the first year in accordance with the current Consumer Price Index (CPI-U) at the time of the request or up to a maximum of 5% increase on the current pricing, whichever is lower. In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of Five Hundred Thousand Dollars (\$500,000.00) during the entire term of this Agreement including renewals thereof. In accordance with the services and/or scopes of work to be performed by Columbia Telecommunications Corporation, the County shall pay Columbia Telecommunications Corporation upon completion of the services rendered in a manner satisfactory to the County.

FM-6 (Contract Amendment)

Council District(s) All

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**Office of Information Technology**

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**Geographic Mapping Services**

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The Administration is requesting an amendment to a contract with Dewberry Consultants, LLC (formerly Dewberry and Davis, LLC) to continue to provide geographic mapping services as needed. The current 10-year contract expires on February 28, 2015. The amendment extends the agreement for 1 year (March 1, 2015 through February 28, 2016) to allow the contractor time to complete the process of updating the County's 2013 impervious surface imagery data in order to properly assess the stormwater remediation fee required under State law. The additional period will also allow the County time to solicit a new contract for these services. The maximum compensation clause in the original contract remains unchanged; compensation may not exceed \$5.6 million for the entire 11-year term, including the additional 1-year renewal period. See Exhibit A.

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**Fiscal Summary**

The maximum compensation of \$5.6 million for the entire 11-year term, including the additional 1-year renewal period, is unchanged. The Office advised that estimated compensation for services to be provided during the additional 1-year renewal period totals \$400,000.

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**Analysis**

Under the proposed amendment, the contractor will continue to provide geographic mapping services for the County as requested. Services include aerial photography, photogrammetry, geographical information systems (GIS) data conversions, database design, and applications development in compliance with the County's most current Systems Development Life Cycle. Data produced through these services is typically used for development review, watershed management, comprehensive planning, infrastructure management, and engineering design.

The Office advised that the County is currently in the process of updating its 2013 impervious surface imagery data to continue its required assessment of the stormwater remediation fee.

On March 7, 2005, the Council approved the original approximate 10-year contract, which expires on February 28, 2015. This amendment extends the agreement by an additional 1-year period (March 1, 2015 through February 28, 2016) to allow the contractor time to complete the process of updating the County's 2013 impervious imagery data and to allow the County time to solicit a new contract for these services. The maximum compensation clause in the original contract remains unchanged; compensation may not exceed \$5.6 million over the entire 11-year term, including the additional 1-year renewal period. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice.

The original contract was awarded through a competitive procurement process based on qualifications, experience, and value from nine proposals received. The Office advised that as of January 14, 2015, \$4,787,059 has been expended/encumbered under this contract and that estimated compensation for services to be provided during the additional 1-year renewal period totals \$400,000.

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**

**Summary** - This fiscal matter is a Contract Amendment with Dewberry Consultants LLC, formerly Dewberry and Davis LLC to continue to provide Geographic Mapping Services (GIS) for Baltimore County for an additional year. The County is in the process of updating its impervious surface information from 2013 imagery and requires standardized, high quality spatial information across all terrain to aid in infrastructure planning policies and activities, as well as to assess the impacts of these policies and activities. Baltimore County also offers the online My Neighborhood application which is an interactive map, enabling users to search for locations by address or tax account number, identify features such as zoning designations, find additional information related to data, link to Real Property information, view aerial photography, measure distances and print maps. Dewberry Consultants LLC has provided Baltimore County with high quality GIS Mapping Services since 2005, and are the best qualified to provide needed updates of existing photogrammetry and geographic information database, while adhering to County standards.

**History** – On March 8, 2005, Baltimore County entered into an Agreement with Dewberry and Davis LLC, now Dewberry Consultants LLC in response to a Request for Proposal No. 205237, resulting in a Master Agreement #0603. Since March 2005, Dewberry Consultants LLC has provided to Baltimore County Geographic Mapping Services, including the acquisition of aerial photography, photogrammetry, geographical information systems data conversion, database design, and applications development utilizing Environmental Systems Research Institute's (ESRI) products in compliance with the County's most current Systems Development Life Cycle. In April 2012, the Rain Tax or Stormwater Remediation Fee was established via House Bill 987. This fee is assessed based on the amount of impervious surface on a piece of property. The County is currently updating its impervious surface information. Updates to basemap information is ongoing and provides support to seventy-four (74) Baltimore County business processes conducted by agencies such as the Police Department, the Fire Department, the 911 Communications Center, the Department of Public Works, the Office of Planning, the Department of Environmental Protection and Sustainability, as well as My Neighborhood application. Dewberry Consultants LLC has been selected to provide the services needed under the provisions of Section 902(f) of the Baltimore County Charter to ensure consistency and continuity of service. Dewberry Consultants LLC has intimate knowledge of Baltimore County's topography, having provided GIS Mapping Services since 2005.

The Amendment shall be effective when executed by the County and shall continue for one additional renewal period through February 28, 2016. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**Purpose** – The purpose of this Amendment with Dewberry Consultants LLC is to continue to provide Geographic Mapping Services (GIS) for Baltimore County for an additional year. During this year, the Office of Information Technology will work with Purchasing on a new Request for Proposal with updated specifications for these services.

**Executive Summary**

**Fiscal Impact** – No adjustment to the initial compensation cap is needed for the proposed Amendment. The initial compensation cap for the entire Agreement including renewals was \$5,600,000. Currently, \$812,941.45 remains available on this Agreement. The County may entertain a request for escalation in any renewal term in accordance with the current Consumer Price Index (CPI-U) at the time of the request or up to a maximum of 5% increase on the current pricing, whichever is lower.

FM-7 (3 Memoranda of Understanding)

Council District(s) 2 & 7

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**Department of Aging**

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**Senior Housing Complexes – Congregate Meal Program**

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The Administration is requesting approval of three Memoranda of Understanding (MOU) to provide the coordination and service of on-site meals for eligible senior citizens age 60 years of age and older (spouses any age) and disabled persons of any age. The three contractors are Catholic Charities of Baltimore, Comprehensive Housing Assistance, Inc., and Co-Operative Services, Inc. The MOU commence upon Council approval, continue through December 31, 2015, and will automatically renew for 19 additional 1-year periods. These MOU are service-for-service agreements through which the contractors do not receive compensation. See Exhibit A.

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**Fiscal Summary**

The MOU are considered service-for-service agreements and have no fiscal impact to the County since the contractors receive no monetary compensation.

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**Analysis**

The Department enters into agreements with management companies of senior housing complexes to provide the Congregate Meals program. The management companies provide and maintain dining facilities in which meals are served to eligible residents; provide supervisory personnel while meals are served; and facilitate other aspects of the program, including scheduling, recruiting volunteers, and registering participants. In exchange, the Department provides one meal per day per resident on the agreed-upon serving days; provides necessary supplies (such as plastic plates and cups); trains staff and volunteers; assists in publicizing the program; and supports nutritional education. Program participants must reside at the facilities and be at least 60 years old (spouses any age) or disabled of any age.

The MOU commence upon Council approval, continue through December 31, 2015, and will automatically renew for 19 additional 1-year periods. These MOU are service-for-service agreements through which the contractors do not receive compensation. Either party may terminate the agreements by providing 30 days prior written notice.

Catholic Charities of Baltimore will facilitate the program at St. Luke's Place Apartments located at 2825 Lodge Farm Road; Comprehensive Housing Assistance, Inc. will facilitate the program at Weinberg House Apartments located at 16 Old Court Road; and Co-Operative Services, Inc. will facilitate the program at Golden Ring Co-Op Apartments located at 8620 Kelso Drive. The Department advised that Catholic Charities of Baltimore will serve approximately 10 clients per day and 2,080 meals per contract year; Comprehensive Housing Assistance, Inc. will serve approximately 21 clients per day and 4,368 meals per contract year; and Co-Operative Services, Inc. will serve approximately 26 clients per day and 5,408 meals per contract year. The Department advised that the Congregate Meals program exists at 20 senior centers, 3 congregare housing locations, and 15 other housing sites throughout 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**

**20-YEAR CONTRACT – CONGREGATE MEAL PROGRAM  
ST. LUKES APARTMENTS**

The Department of Aging requests placement of a 20-year “Service for Service” MOU with St. Lukes Apartments on the County Council agenda. Catholic Charities of Baltimore is the management company for St. Lukes Apartments. Our department enters into agreements with management companies of senior housing complexes that permit the County to provide the Congregate Meal Program at a particular complex. Under the program, our department provides the meals and the management company coordinates volunteers to help serve. No money is exchanged between the parties. It is a service for service agreement in conjunction with the Congregate Meals Program. The contractor will provide and maintain a dining facility in which meals (under the Congregate Meals Program) are served to eligible residents. The contractor will also provide supervisory personnel while meals are being served and facilitate other aspects of the Program, such as scheduling, recruiting volunteers and registering participants. The Department of Aging will provide one meal per day (usually evening) on the agreed upon serving days per week. Our department will also provide necessary supplies (plates, cutlery and cups) and training for staff and volunteers; assist in publicizing the Program; and support nutritional education.

Program participants must be at least 60 years old (spouses any age) or disabled persons under 60 years old who reside at the facility.

This agreement is for twenty (20) years and therefore, is required to be approved by County Council.

We currently have 15 nutrition sites in Baltimore County. St. Lukes Apartments serves approximately 1 meal per day, 4 days per week to 10 clients per day (average). The number of clients may increase or decrease based on demand.

The Program is financed by Federal and State grants, voluntary donations and County funding.

**EXECUTIVE SUMMARY**

**20-YEAR CONTRACT – CONGREGATE MEAL PROGRAM  
WEINBERG HOUSE APARTMENTS**

The Department of Aging requests placement of a 20-year “Service for Service” MOU with, Weinberg House Apartments on the County Council agenda. Comprehensive Housing Assistance, Inc. is the management company for Weinberg House Apartments. Our department enters into agreements with management companies of senior housing complexes that permit the County to provide the Congregate Meal Program at a particular complex. Under the program, our department provides the meals and the management company coordinates volunteers to help serve. No money is exchanged between the parties. It is a service for service agreement in conjunction with the Congregate Meals Program. The contractor will provide and maintain a dining facility in which meals (under the Congregate Meals Program) are served to eligible residents. The contractor will also provide supervisory personnel while meals are being served and facilitate other aspects of the Program, such as scheduling, recruiting volunteers and registering participants. The Department of Aging will provide one meal per day (usually evening) on the agreed upon serving days per week. Our department will also provide necessary supplies (plates, cutlery and cups) and training for staff and volunteers; assist in publicizing the Program; and support nutritional education.

Program participants must be at least 60 years old (spouses any age) or disabled persons under 60 years old who reside at the facility.

This agreement is for twenty (20) years and therefore, is required to be approved by County Council.

We currently have 15 nutrition sites in Baltimore County. Weinberg House Apartments serves approximately 1 meal per day, 4 days per week to 21 clients per day (average). The number of clients may increase or decrease based on demand.

The Program is financed by Federal and State grants, voluntary donations and County funding.

**EXECUTIVE SUMMARY**

**20-YEAR CONTRACT – CONGREGATE MEAL PROGRAM  
GOLDEN RING CO-OP APARTMENTS**

The Department of Aging requests placement of a 20-year “Service for Service” MOU with, Golden Ring Co-Op Apartments on the County Council agenda. Co-Operative Services, Inc. is the management company for Golden Ring Co-Op Apartments. Our department enters into agreements with management companies of senior housing complexes that permit the County to provide the Congregate Meal Program at a particular complex. Under the program, our department provides the meals and the management company coordinates volunteers to help serve. No money is exchanged between the parties. It is a service for service agreement in conjunction with the Congregate Meals Program. The contractor will provide and maintain a dining facility in which meals (under the Congregate Meals Program) are served to eligible residents. The contractor will also provide supervisory personnel while meals are being served and facilitate other aspects of the Program, such as scheduling, recruiting volunteers and registering participants. The Department of Aging will provide one meal per day (usually evening) on the agreed upon serving days per week. Our department will also provide necessary supplies (plates, cutlery and cups) and training for staff and volunteers; assist in publicizing the Program; and support nutritional education.

Program participants must be at least 60 years old (spouses any age) or disabled persons under 60 years old who reside at the facility.

This agreement is for twenty (20) years and therefore, is required to be approved by County Council.

We currently have 15 nutrition sites in Baltimore County. Golden Ring Co-Op Apartments serves approximately 1 meal per day, 4 days per week to 26 clients per day (average). The number of clients may increase or decrease based on demand.

The Program is financed by Federal and State grants, voluntary donations and County funding.

**FM-8 (Contract)**

**Council District(s) All**

**Police Department**

**Validation Services – Applied Biosystems 3500 Genetic Analyzers**

The Administration is requesting approval of a contract with Life Technologies Corporation to provide genetic analyzer validation services for the Police Department’s Forensic Services Section. The contract commences upon Council approval and continues through the completion of the validation process. The validation process must begin within 30 days of the contract award and must conclude within 120 days of the start date. Compensation may not exceed \$71,790.

**Fiscal Summary**

| <b>Funding Source</b>         | <b>Maximum Compensation</b>    | <b>Notes</b>  |
|-------------------------------|--------------------------------|---|
| <b>County</b>                 | --                             | (1) U.S. Department of Justice, Office of Justice Programs – DNA Backlog Reduction Program. |
| <b>State</b>                  | --                             |   |
| <b>Federal</b> <sup>(1)</sup> | \$ 71,790                      | (2) Maximum compensation through completion of the validation process.                      |
| <b>Other</b>                  | --                             |   |
| <b>Total</b>                  | <u>\$ 71,790<sup>(2)</sup></u> |   |

**Analysis**

The contractor will provide all of the necessary reagents, consumables, and materials to conduct validation studies of one recently purchased Applied Biosystems Model AB 3500 genetic analyzer that will be used to conduct DNA analysis on crime scene evidence. The contractor will also provide these services should the County purchase a second AB 3500 genetic analyzer prior to the commencement of services for the recently purchased genetic analyzer. The validation process tests the limits of the instrument and documents the validity of the results in accordance

with federal guidelines that must be met prior to placing the genetic analyzer into service and entering results into the Combined DNA Index System (CODIS), the national database of DNA profiles. The County will review and approve the results and final reports of the validation tests performed by the contractor. The contractor will also provide on-site training for six police DNA analysts on all aspects of the validation process and genetic analyzer use. Following police analyst training in genetic analyzer use, the contractor will administer tests to ensure that analysts achieve an adequate level of competency.

The contract commences upon Council approval and continues until the validation process is complete. The contractor must begin the validation process within 30 days of the contract award and complete all aspects of the validation within 120 days of the start date. Compensation may not exceed \$71,790. The County may terminate the agreement by providing 30 days prior written notice.

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

On April 4, 2011, the Council approved an approximate 1-year and 3-month contract not to exceed \$78,500 with Applied Biosystems, LLC n/k/a Life Technologies Corporation, to provide validation services for two Applied Biosystems Model AB 3130 genetic analyzers. The Department advised that as of December 31, 2016, these discontinued, older model genetic analyzers will no longer be maintained and will be taken out of service; these analyzers do not support new DNA analysis kits required by the Federal Bureau of Investigation as of January 1, 2017.

On September 15, 2014, the Council was notified of the non-competitive contract award (MB-1(b)) to Life Technologies Corporation for the purchase of one AB 3500 genetic analyzer in the amount of \$134,434.

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....”

MB-2 (Res. 5-15)

Council District   2  

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**Mrs. Almond**

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**Amending Boundaries – Pikesville Commercial Revitalization District**

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Resolution 5-15 amends the boundaries of the Pikesville Commercial Revitalization District.

The Master Plan 1989-2000 originally recognized 11 commercial revitalization districts. These districts were officially designated by the County Council in 1997 (Res. 114-97). In subsequent years, additional districts were designated by Council Resolution, and there are now 17 districts.

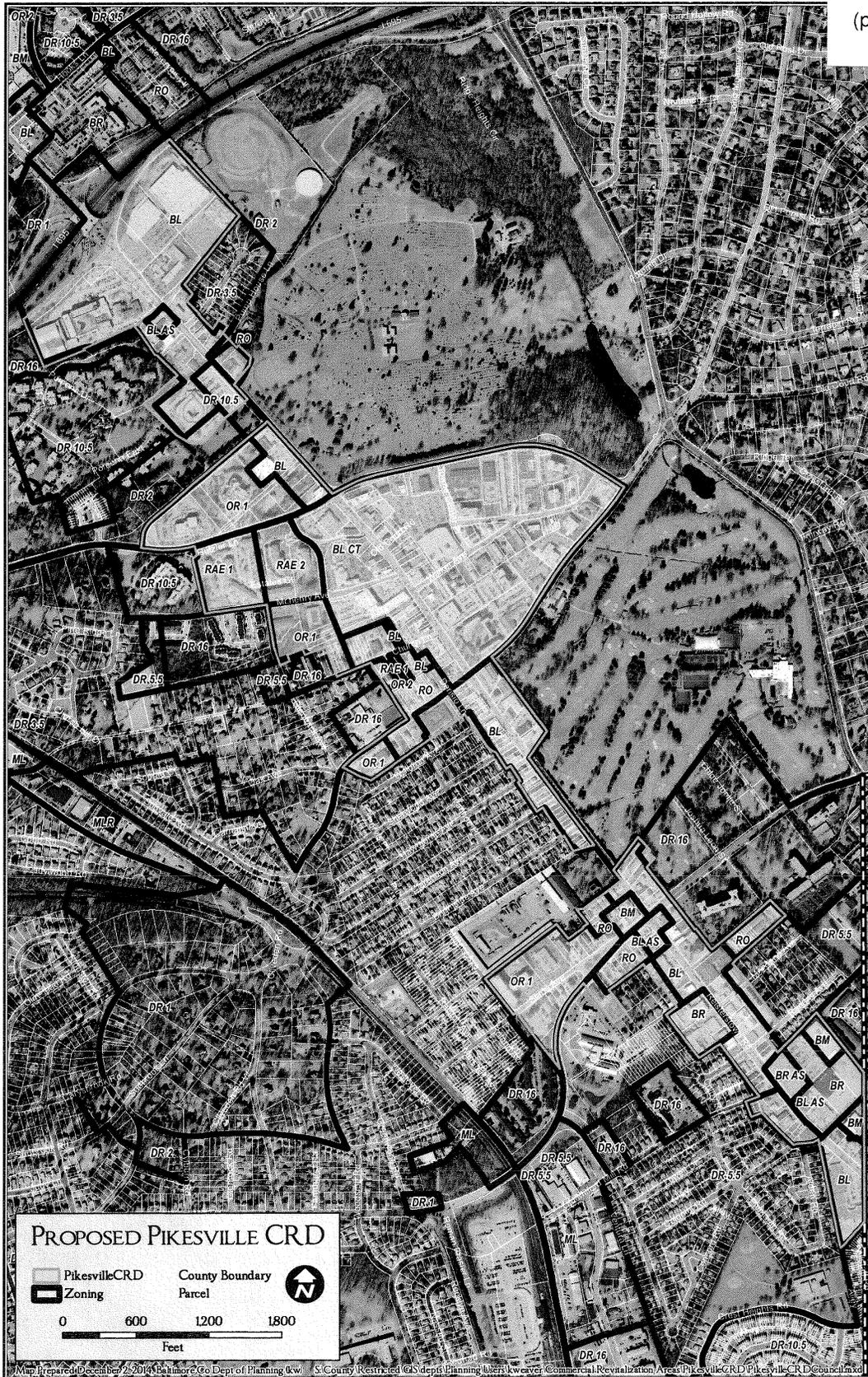
Designation of an area as a commercial revitalization district carries with it certain benefits, including eligibility for County programs.

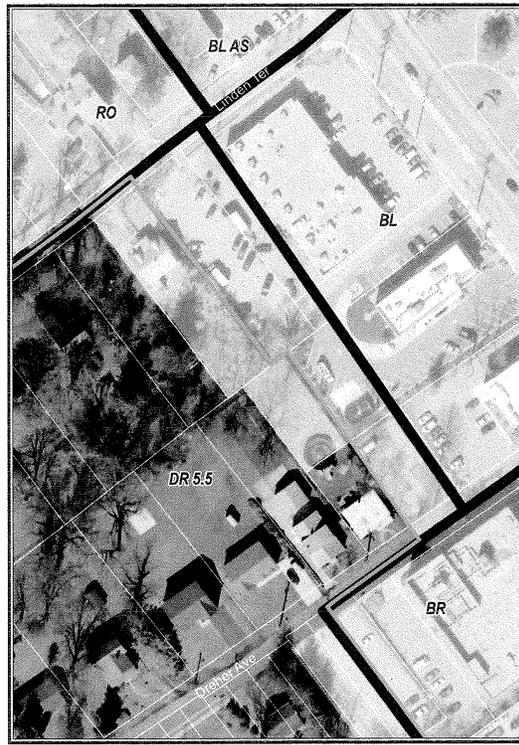
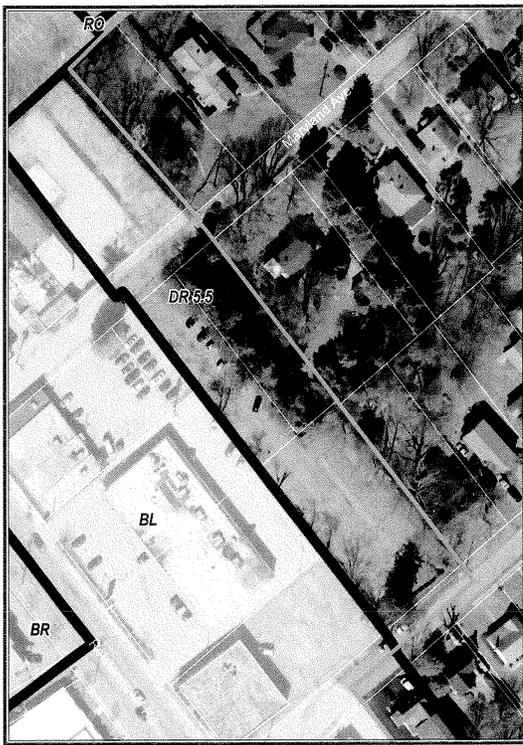
The County's Commercial Revitalization Program was transferred to the Department of Planning in 2011 in order to address the issues of community development and neighborhood improvement in a more consistent, holistic fashion.

Resolution 5-15 recites the current geographic boundaries of the Pikesville Commercial Revitalization District consisting of the business corridor of Reisterstown Road, extending from the Baltimore Beltway at its north end, to an area just south of Seven Mile Lane. The resolution also articulates the area to be added to the district, which includes three parcels abutting businesses along Reisterstown Road between Maryland Avenue and Randall Avenue, and two minor areas to be contracted along an area west of Deriso Lane bordered by Church Lane and Sudbrook Lane, and along an area west of Reisterstown Road bordered by Linden Terrace and Drehr Avenue, as shown on the maps collectively identified as Exhibit A.

In support, the resolution indicates that Pikesville has undergone significant development and redevelopment, and the new area to be included in the district is poised for revitalization and will enable the adjacent small businesses to provide additional parking, while the areas shown on the map to be contracted are no longer functionally part of the overall district and can be removed as a "clean-up" measure on the part of the Department of Planning.

Resolution 5-15 will take effect from the date of its passage by the County Council.





**PROPOSED PIKESVILLE CRD CHANGE DETAILS**

|  |                        |   |   |
|--|------------------------|---|---|
| <p>— Proposed CRD</p> <p>— Current CRD</p> | <p>▬ Zoning Parcel</p> |  | <p>0      100      200      300</p> <p>Feet</p> |
|--|------------------------|---|---|

Map Prepared Dec 2, 2014, Baltimore Co Dept of Planning (kw) S:\County\Restricted\GIS\depts\Planning\Users\kweaver\Commercial Revitalization Areas\PikesvilleCRD\PikesvilleCRDCouncilDetails.mxd

MB-3 (Res. 6-15)

Council District All

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**Mrs. Bevins (By Req.)**

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**2005-2006 Land Preservation, Parks and Recreation Plan Update**

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In 2006, the County Council adopted the 2005-2006 Land Preservation, Parks and Recreation Plan Update as a part of the Baltimore County Master Plan (Resolution 52-06).

Title 5, Subtitle 9 of the Natural Resources Article of the Annotated Code of Maryland requires a local governing body to revise its land preservation and recreation plan at least every 5 years and submit the revised plan to the State. The Land Preservation, Parks and Recreation Plan (Plan) serves as a guide for meeting the recreation, park, and open space needs of the citizens of Baltimore County.

Resolution 6-15 adopts the latest update to the Plan as part of the Baltimore County Master Plan 2020. The update is needed in order for the County to remain eligible for Program Open Space (POS) local funding.

The Baltimore County Department of Recreation and Parks drafted the Plan Update based on the State's guidelines, with the assistance of the Department of Environmental Protection and Sustainability and the Department of Planning. Adoption by the Planning Board and the County Council is required to approve the Plan Update as an amendment to the Master Plan. The Planning Board voted to approve the Plan Update on November 20, 2014.

The Council will hold a public hearing on the Plan Update at the January 27, 2015 work session.

According to the Administration, the State's approval of the Plan Update will allow Baltimore County to comply with Maryland POS requirements for maintaining funding eligibility. The County must formally adopt its plan to meet the State's POS requirements. POS is an integral capital funding source for the Baltimore County Department of Recreation and Parks Capital Improvement Program, with approximately \$18.9 million allocated to the County from fiscal years 2010 through 2015. The funding is used for parkland acquisition, as well as park and recreation site development, enhancement, and capital rehabilitation.

The Plan Update is lengthy; it is available on-line. See Exhibit A for an executive summary of the Plan Update.

## EXECUTIVE SUMMARY

The Baltimore County Land Preservation, Parks and Recreation Plan (LPPRP) is a planning document required by the State of Maryland for the County to remain eligible for Program Open Space (POS) funding. POS is the primary State of Maryland funding program for the acquisition, development and rehabilitation of parkland and recreation sites, and thus the main emphasis of the LPPRP is parks and recreation. The LPPRP serves as an advisory master plan for the Baltimore County Department of Recreation and Parks, and is formally adopted as an addendum to the County's comprehensive (master) plan.

This LPPRP serves as an update to the 2005-2006 Baltimore County LPPRP, which was required to include expanded content on natural resource conservation and agricultural land preservation, in addition to traditional information on parks and recreation. The State utilized the '05-'06 LPPRP and other local LPPRP's from across the state to help analyze the effectiveness of federal, state and local land preservation and growth management programs and practices within its 2009 Maryland Land Preservation, Parks and Recreation Plan.

This iteration of the County LPPRP updates the progress that has been made towards achieving the goals, objectives and priorities identified in the '05-'06 LPPRP. Progress has been stalled somewhat as a result of challenging economic conditions, which have significantly impacted the amount of capital funding available to the State, counties and municipalities. Further, this plan revises that plan's goals, objectives and priorities, which were themselves modified as part of the effort to formulate the Baltimore County Master Plan 2020, adopted in November of 2010 as the County's latest comprehensive plan. Finally, this plan recommends the adoption of a revised overall parkland acreage goal that the County should strive to achieve through a more strategic approach to the selection and siting of parks.

The agriculture land preservation and natural resource conservation portions of the plan are largely presented in "reference and summary" format, outlining the existing policies, practices, accomplishments and goals for these components of the plan. Applicable content from *Baltimore County Master Plan 2020* and other existing documents is identified and presented. This reflects the fact that comprehensive efforts in the areas of natural resource conservation and agricultural land preservation, which are spearheaded by the County's Department of Environmental Protection and Sustainability (EPS) and Department of Planning, are more thoroughly documented in other plans, reports, etc. Conversely, this plan's content dedicated to parks and recreation is more extensive since the LPPRP is, at its core, the parks and recreation master plan.

This plan describes the broad range of tools Baltimore County utilizes to effectively preserve land for a variety of purposes—to provide parks, to "green" urbanized areas through the dedication of open space and greenways, to preserve farmlands and rural landscapes, and to protect natural resources and important habitats. These tools range from capital funding programs to environmental and development regulations. The County faces many challenges within its land preservation efforts. Continued population growth and a greater awareness of the importance of a healthy lifestyle amplify recreational demands that tax the ability of the County's existing recreational infrastructure to accommodate those demands. In certain

communities, where additional park sites may be required for the construction of needed facilities, there may be a lack of suitable undeveloped or under-developed lands. Funding diversions and reduced fiscal resources likewise challenge the County's ability to preserve sufficient parklands and agricultural and natural resources, to construct new recreational facilities, and to adequately maintain and rehabilitate the existing extensive inventory of parks and facilities. These factors have made it all the more essential that the County prioritize the use of its capital resources and make the most of alternative means of land acquisition/preservation, park development, resource conservation, and site and facility management and maintenance. A number of these alternative methods are outlined within this document.

The agricultural land preservation and natural resource conservation chapters of this document summarize Baltimore County's vision and efforts within these two essential areas of land preservation. The County's agricultural preservation program and growth management mechanisms have combined to protect the rural landscapes that are a defining characteristic of the County's heritage. Agricultural land preservation programs alone have preserved nearly 60,000 acres of farmlands. Zoning tools, development regulations, and capital programs protect natural resources such as the Chesapeake Bay, streams, wetlands, forests, and wildlife habitats. All of these efforts have collectively led to Baltimore County being recognized as a national leader in the realm of land preservation.

Baltimore County also enjoys a rich history as an innovator within the field of parks and recreation. Programs and practices such as the volunteer recreation councils, the joint-use agreement for school recreation centers, and the mandatory dedication of local open spaces and greenways within the development process have served as models for other jurisdictions for decades. The Recreation, Parks and Open Space chapter of this document presents the County's existing parks and recreation policies, programs, goals and objectives. A number of key elements of the LPPRP are provided within the chapter, including an analysis of recreational supply and demand, an estimation of parkland and recreational facility needs, a list of current parks and recreation objectives, and a summary of the project priorities and recommendations that are listed in greater details within Appendix C of this plan.

The County must continue to emphasize and invest in land preservation, parks and recreation if it wishes to remain an attractive place in which to live, do business and visit, and to remain a national leader.

BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
APPENDIX A

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

**TO:** Fred Homan  
Administrative Officer

**DATE:** 12/24/14

**FROM:** Keith Dorsey, Director  
Office of Budget & Finance *KAD*

**COUNCIL MEETING  
DATE:** 2/2/15

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

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

Purchase Order

PO 7600 Martins Inc dba Martin's Caterers – Volunteer Recognition Luncheon

As stated in the memo from Director Joanne E Williams dated November 24, 2014, for over twenty years the Baltimore County Department of Aging has contracted with Martin's West for a Volunteer Recognition Luncheon. Sixteen hundred (1,600) volunteers who each have given over one-hundred (100) hours of service to the Department programs, are invited each year. Business and corporations sponsor the event. Martin's West is the only venue in Baltimore County that will hold a group of this size.

Amount: \$49,207.50  
Award Date: 12/24/14

PO 7603 Baltimore Gas & Electric Co dba BGE, BGE Workload Processing –  
Public Works Eng Const Contracts  
Fullerton Maintenance Facility-R 4423 Bucks Schoolhouse Road

This purchase order represents new installation of distribution facilities at Fullerton Maintenance Facility. BGE owns the distribution facilities and is the only source for this new installation work.

Amount: \$43,728.00  
Award Date: 12/24/14

c: M. Field  
T. Peddicord  
L. Smelkinson