

*BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2016*

*Issued: December 23, 2015
Work Session: NONE
Legislative Day No. 1: January 4, 2016*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

January 4, 2016

NOTES TO THE AGENDA

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**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2016, LEGISLATIVE DAY NO. 1
JANUARY 4, 2016 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

NONE

APPROVAL OF FISCAL MATTERS/CONTRACTS

SCOTT SHELLENBERGER, STATE'S ATTORNEY

- 1 1. Contract - Ellen Schwartz Patterson - Specialized Bereavement Counseling - SAO

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

- 4 2. Software Use Agreement - Bold Technologies, LTD - maintenance, support & upgrades - Manitou PSIM - OBF

MISCELLANEOUS BUSINESS

COUNCIL

- 8 1. Correspondence - (a)(2) - Non-Competitive Awards (December 1, 2015)
2. Res. 1-16 - Mrs. Bevins - Property Tax Exemption - DAV - Herminio S. Samios-Uy
3. Res. 2-16 - Mr. Crandell - Property Tax Exemption - BLIND - Paul A. Coberly

FM-1 (Contract)

Council District(s) All

State's Attorney

Specialized Bereavement Counseling

The Administration is requesting approval of a contract with Ellen Schwartz Patterson, L.C.S.W.-C. to provide bereavement counseling services for families who have experienced the sudden, violent death of a loved one, including relatives of homicide and drunk driving fatality victims. The contract commenced October 1, 2015, continues until January 31, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through September 30, 2016 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 90 days. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 3-month term. However, compensation may not exceed the amount of grant funds appropriated for these services in any contract year. Estimated compensation totals \$21,250 for the initial 1-year term and \$106,250 for the entire 5-year and 3-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County	--	--
State	--	--
Federal ⁽¹⁾	\$ 21,250	\$ 106,250
Other	--	--
Total	<u>\$ 21,250 ⁽²⁾</u>	<u>\$ 106,250 ⁽³⁾</u>

- (1) U.S. Department of Justice funds passed through the Maryland Governor's Office of Crime Control and Prevention.
- (2) Estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed the amount appropriated for these services.
- (3) Estimated compensation for the entire 5-year and 3-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount appropriated each year for these services during the entire contract term.

Analysis

The Baltimore County State's Attorney's Office operates a Victim Witness Assistance Program, which offers bereavement counseling services on an individual, family, and group basis. The contractor will provide specialized bereavement counseling to individuals who have experienced the sudden, violent death of a loved one, including relatives of homicide and drunk driving fatality victims. The contractor will provide services Monday through Friday, 8:30 a.m. – 4:30 p.m., and during evening and Saturday hours when required. The contractor will be paid an hourly rate of \$150. The contractor will utilize a subcontractor for up to 10% of the contract value.

The contract commenced October 1, 2015, continues until January 31, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue 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 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 3-month term. However, compensation may not exceed the amount of grant funds appropriated for these services in any contract year. Estimated compensation totals \$21,250 for the initial 1-year term and \$106,250 for the entire 5-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 the hourly rate 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 qualifications and experience from two bids received. The other bid submitted was deemed non-responsive.

The State's Attorney's Office advised that as of December 15, 2015, counseling services totaling \$1,200 have been expended under this contract and that an additional \$900 is expected to be incurred for the month of December.

On July 2, 2012, the Council approved a similar 4-year and 3-month contract with the contractor that was retroactively effective August 6, 2011 with an estimated total compensation of \$120,000. The Office advised that expenditures under the contract totaled \$79,875. The contractor has been providing these services to the County since 1998.

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-2 (Software Use Agreement)

Council District(s) All

Office of Budget and Finance

Maintenance, Support and Upgrades

The Administration is requesting approval of a Software Use Agreement (SUA) with Bold Technologies, Ltd. to provide licensing rights, annual maintenance, support, and upgrades for the ManitouPSIM software used by the County's Emergency Communications Center (911 Center) to monitor fire and security alarms in County buildings. The SUA commenced March 1, 2015, continues until February 29, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the SUA will automatically renew for five additional 1-year periods. Compensation for the initial 1-year term totals \$8,095. Compensation for the entire 6-year term may not exceed \$65,100, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 8,095	\$ 65,100	(1) General Fund Operating Budget.
State	--	--	(2) Compensation for the initial 1-year term.
Federal	--	--	(3) Maximum compensation for the entire 6-year term, including the renewal periods.
Other	--	--	
Total	<u>\$ 8,095</u> ⁽²⁾	<u>\$ 65,100</u> ⁽³⁾	

Analysis

The Office advised that the County purchased the ManitouPSIM software platform in August 2011 from GTSI Corporation, a third-party seller of the contractor's software products. 911 Center personnel use the software to monitor fire and security alarms in County buildings. The County's current 1-year agreement with the contractor to provide software maintenance and support

services expired February 28, 2015; the cost of services totaled \$7,710. During discussions to extend these services, it was determined that the County had not entered into a Software User Agreement (SUA) when the software was purchased.

The proposed SUA provides the County usage rights for the Manitou software system and outlines the terms and conditions related to annual software maintenance, support, training, and upgrades. Licensing will allow the County software rights for 500 user accounts, 4 concurrent users, 2 monitoring groups, and 1 supervisor's workstation. Software rights, including annual basic maintenance and upgrades, are being provided at an annual fee of \$8,095. Hourly rates for a custom change to the data or custom development are \$200 and \$225, respectively. Reinstallation of the software to the server will cost \$1,000. Further, the contractor may provide an 8-hour day of training on-site at a rate of \$1,750 or via a webinar at a rate of \$800.

The SUA commenced March 1, 2015, continues until February 29, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the SUA will automatically renew for five additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. Compensation for the initial 1-year term totals \$8,095. Compensation for the entire 6-year term may not exceed \$65,100, including the renewal 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 90 days prior written notice.

The contract was awarded on a sole-source basis since the contractor is the sole provider of the Manitou software system.

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....”



COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

The County's Emergency Communications Center (911 Center) currently uses the Manitou PSIM software platform to monitor fire and security alarms in County buildings. This software system was developed and manufactured by Bold Technologies, Ltd., located in Colorado Springs, CO.

The County originally purchased the Manitou software from GTSI Corp., a re-seller of Bold Technologies' software products. In FY 2014, the County purchased one-year of Manitou software maintenance and upgrades from Bold Technologies on a sole source basis. The term for the software maintenance was March 1, 2014 through February 28, 2015.

In late calendar 2014, the County began discussions with Bold Technologies to continue software maintenance services. During these discussions, it was determined that the County had not executed a Software Use Agreement (SUA) with Bold Technologies when the Manitou software was originally purchased.

To correct this situation, the County is now executing an SUA with Bold Technologies, Ltd. The SUA addresses the licensing provisions for the Manitou software product, and the applicable terms and conditions relating to software maintenance and upgrades.

The SUA has an initial term of one-year, effective March 1, 2015. Total compensation cannot exceed \$25,000 unless the SUA is approved by the Baltimore County Council. Upon County Council approval, the agreement can subsequently be renewed for up to 5 (5) one-year periods. With County Council approval, the not-to exceed compensation cap is increased to \$65,100 for the entire term of the agreement, including renewal periods. The agreement also provides for price escalation in any year subsequent to the initial one-year term.

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

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

TO: Fred Homan
Administrative Officer

DATE: 12/1/15

FROM: Keith Dorsey, Director
Office of Budget & Finance 

**COUNCIL MEETING
DATE:** 1/4/16

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 8604 MSAB Incorporated dba Micro Systemation – Additional Licenses, XRY Logical & Physical – PD Forensic

This purchase order with MSAB Inc. is for additional licenses of the XRY Logical and Physical Cell Phone Extraction System used by the Police Department's Digital and Multimedia Evidence Unit (DMEU) for performing forensic analysis of mobile devices. Additional licenses are needed due to the increase in the volume of cases requiring suspect mobile device extractions.

As indicated in BCPD Chief James W Johnson's memo dated October 29, 2015, MSAB, Inc. is the sole vendor and supplier of the XRY licenses.

Cost Estimate: \$32,040.00
Award Date: 12/1/15

PO 8597 Digital Intelligence Inc. – Forensic Recovery of Evidence Devices, FRED DX/Police

This order is for the purchase of six (6) Forensic Recovery of Evidence Devices (FREDs) for the Baltimore County Police Department (BCDP) Digital and Multimedia Evidence Unit (DMEU). According to the memo from BCPD Chief James W Johnson dated October 22, 2015, the DMEU is accredited by the American Society of Crime Laboratory Accreditation Board and must follow specific protocols and procedures in order to assure the acceptance of our analysis in court. FREDs are specifically designed for forensic examination of digital evidence, and are used for the examination of computers seized in a variety of criminal cases.

The additional FREDs will increase the capacity of our DMEU or better enable the Examiners to handle an increasing caseload and assist in closing more criminal cases. Digital Intelligence, Inc. is the sole vendor of the FRED computers.

Amount Total: \$63,504.00

Award Date: 12/1/15

c: M. Field
T. Peddicord
L. Smelkinson