

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

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*Issued: June 23, 2016  
Work Session: June 28, 2016  
Legislative Day No. 12: July 5, 2016*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

July 5, 2016

NOTES TO THE AGENDA

TABLE OF CONTENTS

	PAGE
<b>LEGISLATIVE SESSION</b>	
Witnesses .....	ii
 <b><u>BILLS – FINAL READING</u></b>	
Bill 42-16 .....	1
Bill 43-16 .....	5
Bill 44-16 .....	7
 <b><u>FISCAL MATTERS</u></b>	
FM-1 .....	11
FM-2 .....	13
FM-3 .....	16
FM-4 .....	--
FM-5 .....	19
FM-6 .....	21
FM-7 .....	26
FM-8 .....	31
FM-9 .....	36
FM-10 .....	41
FM-11 .....	46
FM-12 .....	50
FM-13 .....	56
FM-14 .....	60
FM-15 .....	64
FM-16 .....	64
FM-17 .....	68
 <b><u>MISCELLANEOUS BUSINESS</u></b>	
MB-3 (Res. 70-16) .....	72
MB-4 (Res. 71-16) .....	74
MB-5 (Res. 72-16) .....	74
MB-6 (Res. 73-16) .....	77
 <b><u>APPENDIX</u></b>	
Correspondence (1) (a) .....	81
Correspondence (1) (b) .....	82

**BALTIMORE COUNTY COUNCIL AGENDA  
LEGISLATIVE SESSION 2016, LEGISLATIVE DAY NO. 12  
JULY 5, 2016 6:00 P.M.**

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

Page

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

**BARRY WILLIAMS, DIRECTOR, DEPARTMENT OF RECREATION & PARKS**

1 Bill 42-16 - Mrs. Almond(By Req.) - Recreation and Parks - Enforcement Authority of Recreation and Parks Personnel

**DR. GREGORY BRANCH, DIRECTOR, DEPARTMENT OF HEALTH AND HUMAN SERVICES**

5 Bill 43-16 - Mrs. Almond(By Req.) - Animal Services - Disposition of Animals

**COUNCIL**

7 Bill 44-16 - Mr. Marks - Downtown Towson District

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**JAMES JOHNSON, CHIEF, POLICE DEPARTMENT**

11 1. Contract - Aviation Specialties Unlimited, Inc. - Inspection services - Night vision goggles - Police

**LIONEL VAN DOMMELEN, CODE ENFORCEMENT, DEPARTMENT OF PERMITS, APPROVALS & INSPECTIONS**

13 2. Contracts - (3) - Clean-up - Derelict buildings/vacant lots - PAI

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

16 3. Contracts - (2) - On-call landscaping services - OBF

**STEVE WALSH, DIRECTOR, DEPARTMENT OF PUBLIC WORKS**

-- 4. Contract - Indian River Equipment Company - Parts/service - R.S. Technologies Sewer Camera Equipment - PW

**DR. GREGORY BRANCH, DIRECTOR, DEPARTMENT OF HEALTH AND HUMAN SERVICES**

19 5. Amendment to Contract - Abilities Network, Inc. - Healthy Families home visiting services - HHS

21 6. Contract - Associated Catholic Charities, Inc., Villa Maria - Youth therapeutic after-school program - HHS

26 7. Contracts - (2) - Child and Adolescent Diversion Programs - HHS

31 8. Contracts - (2) - Wellness and Recovery Program Services - HHS

36 9. Contract - On Our Own, Inc. - Peer run Recovery Community Center (RCC) - Dundalk - HHS

41 10. Contract - Mental Health Association of Maryland, Inc. - Support services - PEERS program - HHS

46 11. Contract - Personal Touch Home Care - On-call health services - HHS

50 12. Contract - Prologue, Inc. - Comprehensive Outreach Program - Homeless - Mental Illness - HHS

56 13. Amendment to Lease - St. John Properties, Inc. - 2622 Lord Baltimore Drive - Suites J-L, 21244 - HHS

60 14. Contract - Curtis Bay Energy, Inc. - Services - Animal carcass disposal, pick-up & transportation - HHS

**AMY GROSSI, REAL ESTATE COMPLIANCE**

64 15. Contract of Sale - Joshua Lashley - 317 Worthington Road, 21286 - REC

64 16. Contract of Sale - Mark Anton Van Bavel - 810 Stevenson Lane, 21286 - REC

68 17. Parking Agreement - The Vestry of St. Thomas Church, Homestead - parking spaces - 1108 Providence Rd. - REC

**MISCELLANEOUS BUSINESS**

**COUNCIL**

81 1. Correspondence - (a)(1) - Non-Competitive Awards (May 13, 2016)

82 (b)(4) - Non-Competitive Awards (May 25, 2016)

2. Reappointment - Mrs. Almond(By Req.) - Baltimore County Ethics Commission - Carey Deeley, Jr.

**BALTIMORE COUNTY COUNCIL AGENDA (cont'd)**  
**JULY 5, 2016**

Page

**STEVE WALSH, DIRECTOR, DEPARTMENT OF PUBLIC WORKS**

72 3. Res. 70-16 - Mrs. Almond(By Req.) - Extension of Metropolitan District Boundaries - Berrymans Lane

**BARRY WILLIAMS, DIRECTOR, DEPARTMENT OF RECREATION & PARKS**

74 4. Res. 71-16 - Mrs. Almond(By Req.) - Accept donation - Kubota Utility Vehicle - Marshy Point Nature Center

74 5. Res. 72-16 - Mrs. Almond(By Req.) - Accept donation - Kubota Utility Vehicle - Cromwell Valley Park

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

77 6. Res. 73-16 - Mrs. Almond(By Req.) - Conditional Purchase Agreement - Equipment

**COUNCIL**

7. Res. 74-16 - Mr. Quirk - Property Tax Exemption - DAV - William V. Elliott

8. Res. 75-16 - Mr. Jones - Property Tax Exemption - DAV – Surviving Spouse - Deborah Swilley

9. Res. 76-16 - Mr. Jones - Property Tax Exemption - DAV - Dominika S. Polynice

10. Res. 77-16 - Mr. Crandell - Property Tax Exemption - DAV - Patrick T. Morgan

**Bill 42-16****Council District(s) All**

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**Mrs. Almond (By Req.)**

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**Department of Recreation and Parks**

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**Enforcement Authority of Recreation and Parks Personnel**

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Bill 42-16 proposes to reorganize the law relating to prohibited activities in County parks and to provide the necessary authority to maintain order in the parks. Last year, the Council had expressed concern about certain criminal activity in parks. Bill 59-15 was passed by the Council in September 2015 to address some of these enforcement issues. Bill 42-16 now proposes to address these and other issues in a comprehensive fashion.

Attached is a detailed executive summary of the bill that was prepared by the Law Office. See Exhibit A.

The Administration advised that existing Court personnel will enforce this legislative action at no additional personnel cost. However, to manage citation administration it will be necessary to purchase additional software licenses for the County's Accela information system enforcement module at a cost of approximately \$1,900 per user. The number of users has not yet been determined.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 42-16 will take effect on July 18, 2016.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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### Introduction

This bill seeks to update and streamline the responsibility for maintaining the beauty and attractiveness of Baltimore County's parks and for maintaining order within the parks. In general, it will provide new tools for Recreation and Parks personnel, especially rangers, to deal with problems within the parks. The bill does this by providing for the following general changes, which will be discussed in greater detail below:

- It expands the list of offenses for which Recreation and Parks personnel may issue citations.
- It provides that the citations issued by Recreation and Parks personnel for most offenses will be treated as code enforcement violations that will be heard initially by the county Office of Administrative Hearings.
- Along with an expected delegation by the Director of Budget and Finance, it authorizes Recreation and Parks personnel to issue citations for parking violations that will go through the usual district court process for parking violations.
- Along with an existing delegation from the Health Officer, it clarifies certain animal control law that may be enforced by Recreation and Parks personnel within the parks.
- It reorganizes Article 30 of the Code. Current sections or subsections have been moved or renumbered in their entirety without substantive change.

### New Offenses

Current law already contains a number of offenses that may not be committed in the parks but the sections are not detailed enough. For example, where current law prohibits "hunting" in the parks, this bill proposes to state also that a person may not hunt on any lands under Department supervision, may not hunt or trap any wildlife except for scientific purposes, may not possess a firearm in a park, and may not "injure, destroy, or otherwise interfere in any way with wildlife or wildlife habitat." A large portion of this bill adds similar glosses on current law.

Some offenses are entirely new, including:

- A prohibition on operating various self-propelled and motorized vehicles
- A prohibition on snowmobiles and skating
- The law on swimming is strengthened
- The law on encroachment on park land is strengthened
- Nudity is not be allowed
- A state law prohibition on interfering with public employees is adopted
- Excessive noise from audio devices is prohibited
- The law on dumping is strengthened
- Fireworks are restricted

The Council should note one important change to a Council priority. In Bill 4-14, the Council banned smoking in or near certain county Recreation and Park facilities and activities. The



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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Council placed the ban in Article 13, Title 8 of the Code, which seemed logical as that part of the code is known as "The Baltimore County Indoor Clean Air Act of 1987." This created a bit of an enforcement quandary as Recreation and Parks personnel do not have enforcement authority under Article 13 of the Code. This bill proposes to move that new provision into Article 30 where it will be enforceable as a code enforcement violation by Recreation and Parks personnel.

### Code Enforcement

Current law is not really clear on how law in the parks is to be enforced. Typically, Recreation and Parks personnel secure compliance with county law just by asking for it but they have usually defaulted to calling the police when compliance is not secured. The bill provides that Recreation and Parks personnel will be able to issue code enforcement citations when compliance is not secured. The respondent will be able to contest the citation at the Office of Administrative Hearings and appeal from there to the Board of Appeals, the Circuit Court, Court of Special Appeals and, possibly, Court of Appeals.

As usual with county law, violations may also be treated as misdemeanors and other remedies are also preserved. The bill also states affirmatively that the county may seek restitution for damages done to park property.

### Parking Problems

People park their cars in the strangest places. Sometimes where they park interferes with others' enjoyment of the parks; sometimes where they park damages park property; and sometimes where they park can cause real danger. Currently, Recreation and Parks personnel have no way of dealing with this other than by appealing to the driver (if they can find him) or calling the police. The Director of Budget and Finance has agreed to delegate parking enforcement authority to Recreation and Parks personnel so that they may issue parking citations for violations of Article 18, Title 2, Subtitle 2 of the Code that occur within the parks. This bill makes one change in that subtitle and then cross references it in Article 30.

### Animal Law

In response generally to the problem of people allowing their dogs to run at large in the parks, a few years ago, the Health Officer delegated authority to the Director of Recreation and Parks to enforce animal control law in the parks. To date, Recreation and Parks personnel have successfully issued animal at large and animal waste citations and have appeared before the Animal Hearing Board when those citations have been contested. We have more recently agreed to allow Recreation and Parks personnel to issue menacing animal citations and have developed a strategy for coordination when Recreation and Parks personnel think that Animal Services should consider issuing a dangerous animal declaration.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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The animal control law is being slightly amended to address particular problems. For example, we recently had a dog whose owner did not have the proper permit sneak her dog into one of the county dog parks. She was issued an animal at large violation but we had to void it because the law did not state that one had to be "authorized" to be in the county park in order for the animal not to be an animal at large. This bill fixes that.

### Code revision

A large bill like this is a chance to create some order in how the law is presented. We do that here by moving and renumbering sections and subsections. For example, what was Article 30, Title 1, Subtitle 4 has now been renumbered Article 30, Title 4. Note also that § 30-1-202(d), which was recently added to the Code in Bill 59-15, is renumbered (without substantive change) to be § 30-1-202(e).

**Bill 43-16**

**Council District(s) All**

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**Mrs. Almond (By Req.)**

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**Department of Health and Human Services**

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**Animal Services – Disposition of Animals**

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Bill 43-16 proposes to revise various provisions of Article 12 of the Baltimore County Code relating to the care and disposition of stray animals.

Attached is a detailed executive summary of the bill that was prepared by the Law Office. See Exhibit A.

As stated in the executive summary, the bill adopts certain provisions that may result in additional microchipping and spay/neuter expenses for the County. The Department did not provide an estimate of these additional expenses.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 43-16 will take effect on July 18, 2016.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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Animal Services – Disposition of Animals

### EXECUTIVE SUMMARY

After the 2016 Session of the Maryland General Assembly, the Governor signed what became Chapter 248 of the Laws of Maryland (Animal Control Units – Impounded Animals – Identification/House Bill 46), which requires an "animal control unit," like the county's Animal Services Division (ASD), to inspect an impounded animal for a microchip in order to ascertain the owner of the animal. The law had already required that the animal be inspected for "a tag, tattoo, or other identification." The bill also required the animal control unit to "make a reasonable effort to notify the owner of the location of and the procedure for retrieving an impounded animal."

ASD already does these things when it has an impounded animal but the Administration is proposing that the requirements be codified in county law.

Chapter 248 amended § 10-617 of the Criminal Law Article of the Annotated Code of Maryland, which has long provided for a shorter hold period for impounded animals than Baltimore County law has provided for: Generally, state law requires a 72-hour hold period for any animal over 3 months of age while county law requires the animal to be held for 4 days, including Saturday (but not, apparently, Sunday), regardless of age. Since a person can now reclaim an animal 7 days per week in the county, this bill proposes to adopt the state's statutory hold period. The reduction in the number of hold days to the state's standard is not expected to impact on owners' ability to redeem their animals as statistics show that most animals are redeemed within 48 hours. Meanwhile, the reduction will allow ASD to adopt or send the animal to a rescue earlier than currently allowed which is better for the animal and the population levels at the shelter.

This bill also adopts two provisions of Baltimore City law. It clarifies the circumstances under which, and how, ASD may foster an animal. It also provides that when ASD releases an impounded animal, in addition to the current requirement that the person claiming the animal prove ownership, that the animal be licensed and that all applicable fees be paid, the person claiming ownership must also allow ASD to microchip the animal and spay or neuter the animal. The latter two will be at the expense of the county.

The bill also provides that ASD may grant a license for free to anyone who has the animal vaccinated by ASD. ASD may also offer the owner a microchip for free. The bill clarifies that ASD may dispose of animals by rescuing them as well as adoption and euthanasia.

Note finally, the other parts of the new § 12-3-201 are merely language repeated from the repealed sections.

Prepared by: Office of Law

**Bill 44-16****Council District(s) 5**

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**Mr. Marks**

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**Downtown Towson District**

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Bill 44-16 results from a Planning Board report in response to Resolution 113-14. That resolution requested a comprehensive review of the existing laws and regulations that govern the development of Downtown Towson and the incorporation of these provisions into two new zoning classifications, one solely for the Downtown Towson area, that recognizes and accommodates the implementation of the goals of Master Plan 2020, and a second transitional zoning classification where an abundance of student housing exists, that is designed to mitigate the impact of student rentals on residential neighborhoods.

Over the last 20 years, Baltimore County has engaged in numerous planning efforts focusing on Towson. These efforts have ranged in scope from examining regulatory measures such as zoning, urban design standards, and architecture review, to developing financial incentives for targeted blocks, all in an effort to develop Towson as the County's urban center.

An unintended consequence of the numerous planning processes has resulted in the implementation of zoning and special regulations that are fragmented and often contradictory to each other. Currently, there are ten separate designations/zones and overlay districts that apply to some part of the Towson urban center. Bill 44-16 repeals these separate zones and districts and adopts a new comprehensive review process in the form of an overlay district that is design-oriented. This approach builds upon and unifies the various plans and regulations that have successively recognized the importance of high quality urban design in Towson. The goals of the new review process are to:

- Encourage mixed-use development by providing more flexible development opportunities;
- Foster improved site and architectural design by a) requiring the use of high quality building materials, b) enabling signature statuesque buildings at strategic locations, and c) integrating urban design components into the public realm; and
- Encourage economic vitality through mixed-use development.

This approach acknowledges a very clear and definite distinction between the physical form of downtown Towson and the form of the greater Towson communities that surround it. Development in Downtown Towson will be reviewed under the process and guidelines adopted in Bill 44-16. The surrounding suburban neighborhoods will continue to use community conservation efforts outlined in the 1992 Towson Community Plan.

Development in the Downtown Towson District will not be bound by traditional suburban and prescriptive zoning regulations governing setbacks, height, floor area ratio, and density, as well as parking. Instead, a more intensive design review process will be utilized to regulate all levels of development and redevelopment based on a set of urban design guidelines.

The boundaries of the District are described in the map attached to Bill 44-16 (see Exhibit A). The District may be applied only on land zoned B.L., B.M., B.R., R.A.E. 1, R.A.E. 2, O.R. 1, O.R. 2, D.R. 10.5, and D.R. 16.

Area, use, parking, lighting, and sign requirements for development in the District are set forth in the bill, as well as acceptable building principles and building materials.

Any development in the District is subject to review by the Design Review Panel, unless the Development Review Committee determines that a development that qualifies for a limited exemption should be referred to the Department of Planning for review. The Panel must apply the design guidelines set forth in the bill. The Panel submits a non-binding recommendation to the Hearing Officer.

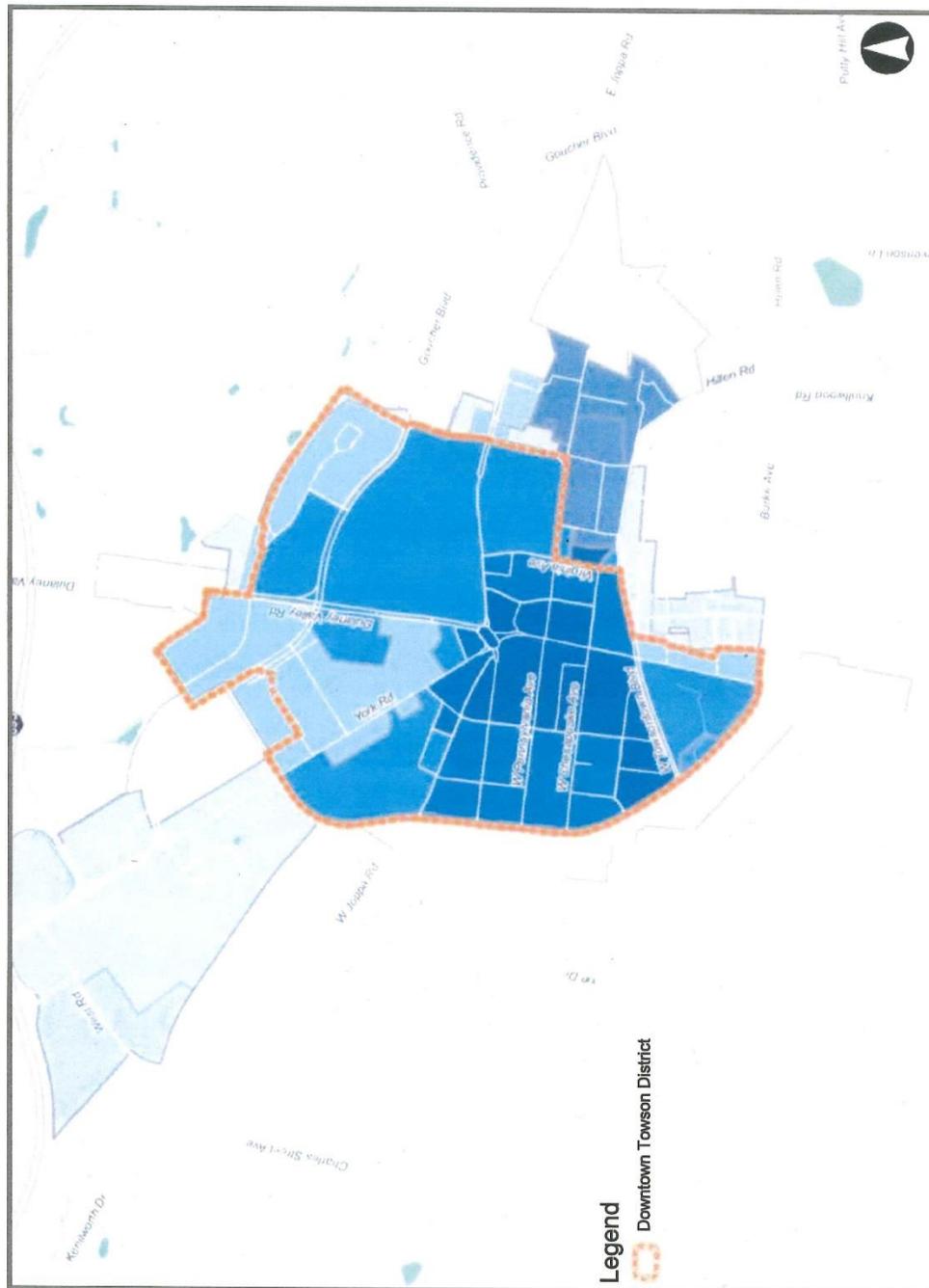
In uncodified sections, the bill provides that, prior to any redevelopment of the Baltimore County Public Library site east of York Road, funding and approvals shall be in place for a bicycle and pedestrian bridge, including a pathway connecting the bridge with neighborhoods in East Towson; and, as a part of any development plan proposed for the Towson Triangle, the Towson Run is required to be stabilized, improved, and landscaped, including the construction of a dedicated pedestrian pathway; and a dedicated bicycle/pedestrian pathway shall be constructed along the northern side of Towsontown Boulevard on the Towson Triangle.

Further, the Act is to be applied prospectively and shall have no application to any development plan or development approved prior to the effective date of the Act or to any parking contract or

lease associated with an approved development plan or development. A material amendment to a development plan or development or parking contract or lease shall comply with the requirements of the Act.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 44-16 will take effect on July 18, 2016.

DOWNTOWN TOWSON DISTRICT



**FM-1 (Contract)**

**Council District(s) All**

**Police Department**

**Inspection Services – Night Vision Goggles**

The Administration is requesting approval of a contract with Aviation Specialties Unlimited, Inc. to inspect and repair the night vision goggles used by the Police Department’s Aviation Unit. 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 90 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$33,125 for the entire 5-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>	\$ 33,125	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Maximum 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 initial 1-year term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 33,125 <sup>(2)</sup>	

**Analysis**

The contractor will inspect the night vision goggles used by the Police Department’s Aviation Unit and perform repairs as necessary. The goggles must be inspected every 180 days per FAA regulations, and the contract requires an inspection turn-around time not greater than 5 business days. Repairs must be authorized in advance by the Department and performed to the original manufacturer’s conformity specifications. The Department advised that it currently has 13 sets of goggles; the contract allows the County to add or delete equipment as necessary. The cost for

each inspection is \$175, and repairs will be performed at an hourly rate of \$75. Parts are to be billed at a discount of 5% off the list price.

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 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. Compensation may not exceed \$33,125 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 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 responsive and responsible bid from two bids received.

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 (3 Contracts)**

**Council District(s) All**

**Department of Permits, Approvals & Inspections**

**Clean-up – Derelict Buildings/Vacant Lots**

The Administration is requesting approval of three contracts to provide clean-up services for derelict buildings and vacant lots throughout the County as needed. The three contractors are H.F. Huber and Son, LLC, Gonce Enterprises, Inc., and LMC Landscaping, Inc. The contracts commence upon Council approval, 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 120 days. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$642,733 for H.F. Huber and Son, LLC, \$742,569 for Gonce Enterprises, Inc., and \$735,773 for LMC Landscaping, Inc. (\$2,121,075 for all three contractors combined) for the entire 5-year and 4-month term, including the renewal and extension periods.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 2,121,075	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Maximum compensation for the three contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 2,121,075</u> <sup>(2)</sup>	

**Analysis**

The contractors will provide all labor, tools, equipment, vehicles, fuel, tipping fees, and related items required to perform clean-up services at derelict buildings and vacant lots throughout the County. The clean-up services include removing and disposing of junk, trash, vehicles, tires, and

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other debris; mowing and trimming grass; trimming bushes; retrieving and salvaging recyclables; and draining pool water. The Department advised that clean-up services are complaint-driven and the number of service calls varies year-to-year. Rates for services range from \$0.08 per gallon for draining pool water to \$300 per acre for removing brush, vines, etc. Hourly labor rates range from \$24.50 to \$42.50, depending on the specific service provided. The cost of materials includes a markup of 20% or 29%, depending on the contractor. The Department advised that work will be assigned to the contractors based on certain factors, including availability, performance, cost, etc.

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

The contracts commence upon Council approval, 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 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$642,733, \$742,569, and \$735,773 during the entire 5-year and 4-month term for H.F. Huber and Son, LLC, Gonce Enterprises, Inc., and LMC Landscaping, Inc., respectively.

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

The contracts were awarded through a competitive procurement process based on the lowest responsive and responsible bids from seven bids received, of which one bid was disqualified.

The Department currently has three contracts for similar clean-up services, as follows:

Council Approval Date	Contractor	Contract Expiration	Maximum Compensation	Expenditures as of June 15, 2016
6/3/13	Evergreen Landscape and Design Corporation	6/2/18	\$ 690,903	\$ 26,536
6/3/13	A2Z Environmental Group, LLC	6/2/18	690,903	103,848
9/15/14	The Dirt Express Company	6/2/18	1,100,726	35,526
	Total		<u>\$ 2,482,532</u>	<u>\$ 165,910</u>

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-3 (2 Contracts)**

**Council District(s) All**

**Office of Budget and Finance**

**On-Call Landscaping Services**

The Administration is requesting approval of two contracts, with Classic Lawn and Landscape, Ltd. (primary contractor) and Lorenz Lawn and Landscape, Inc. d/b/a Lorenz, Inc. (secondary contractor), to provide on-call landscaping services at County-owned and/or operated sites. The contracts commenced April 27, 2016 and April 24, 2016, respectively, and continue through February 28, 2017. Neither contract may exceed \$25,000 unless approved by the Council. If approved, each contract 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 contracts do not specify a maximum compensation for the initial approximate 10-month term. Compensation for both contractors combined may not exceed \$1,092,631 for the entire approximate 5-year and 1-month term, including the renewal and extension periods.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 1,092,631	<sup>(1)</sup> General Fund Operating Budget or Capital Projects Fund, depending on the nature of the work.
<b>State</b>	--	
<b>Federal</b>	--	<sup>(2)</sup> Maximum compensation for both contractors combined for the entire approximate 5-year and 1-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial approximate 10-month term.
<b>Other</b>	--	
<b>Total</b>	\$ 1,092,631 <sup>(2)</sup>	

**Analysis**

The contractors will provide on-call landscaping services required by various County agencies including site assessment, planting plan design, site preparation, plant installation, seeding, sod,

fertilizing, mulching, watering, pruning, mowing, trimming, weeding, plant/insect eradication, trash and debris removal, installation of sediment and erosion control measures, excavating, grading, pedestrian paving, and related repair work. Typical projects will include installation of landscape planting, stream buffer or wetland plantings, seeding of environmentally sensitive areas, hydro-seeding and/or reforestation, pedestrian paving, trail creation, and retaining wall construction.

Classic Lawn and Landscape, Ltd. will serve as the primary contractor and Lorenz, Inc. will serve as the secondary contractor. The contracts provide that the County will, on a project-by-project basis, use only the primary contractor unless the primary contractor cannot provide the needed services within a specified time period.

The unit prices charged by each contractor are as follows:

	Classic Lawn and Landscape, Ltd. (Primary contractor)	Lorenz, Inc. (Secondary contractor)
Hourly Labor Rates (based on skill level)	\$15.85 to \$45.00	\$25.00 to \$36.00
Hourly Rates for Equipment Rental (based on type)	\$20.00 to \$35.00	\$16.50 to \$31.00
Dumping Debris	\$45/ton	\$46/ton
Hauling of Landscape Debris	\$0.47/mile	\$0.36/mile
Materials Mark-up	15%	10%

The contracts commenced April 27, 2016 (Classic Lawn and Landscape, Ltd.) and April 24, 2016 (Lorenz, Inc.), and continue through February 28, 2017. Neither contract may exceed \$25,000 unless approved by the Council. If approved, the contracts will each 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 contracts do not specify a maximum compensation for the initial approximate 10-month term. Compensation for both contractors combined may not exceed \$1,092,631 for the entire approximate 5-year and 1-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers –

United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice. Funding for the contracts will not be encumbered at this time. Rather, contract costs will be charged as project tasks are assigned.

The contracts were awarded through a competitive procurement process based on low bid from three bids received.

On April 18, 2011, the Council approved two 5-year and 3-month contracts (which commenced April 26, 2011) for similar services with Lorenz Lawn and Landscape, Inc. and H.F. Huber and Son, Inc. with compensation not to exceed \$544,916 with Lorenz and \$628,607 for both contractors combined. The Office previously advised that H.F. Huber and Son, Inc. went out of business and its contract was terminated on October 30, 2015; \$41,164 was expended under the contract. On March 7, 2016, the Council approved an amendment to the Lorenz contract, increasing the maximum compensation by \$61,084, from \$544,916 to \$606,000. The Office advised that as of June 8, 2016, \$577,901 has been expended under the contract.

The Office advised that Lorenz Lawn and Landscape, Inc. currently provides mowing, streetscape, and on-call athletic field maintenance services under 11 other contracts.

FM-2 on this agenda is for agreements with three contractors, including H.F. Huber and Son, LLC, to provide clean-up services for derelict buildings and vacant lots throughout the County as needed.

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 Amendment)**

**Council District(s) All**

**Department of Health and Human Services**

**Healthy Families Home Visiting Services**

The Administration is requesting approval of an amendment to a contract with Abilities Network, Inc. to continue providing comprehensive home visitation services through the Healthy Families Baltimore County program. The amendment adds four 1-year renewal periods commencing July 1, 2016 to the current 5-year and 3-month term and limits compensation for each renewal period to the amount appropriated for these services. The amendment increases the estimated compensation of the contract by \$3,092,148, from \$2,345,916 to \$5,438,064, for the entire 9-year and 3-month term of the contract, including the four additional 1-year renewal periods. The contract commenced July 1, 2011.

**Fiscal Summary**

<b>Funding Source</b>	<b>Contract Amendment</b>	<b>Current Total Compensation</b>	<b>Amended Total Compensation</b>
<b>County</b>	--	--	--
<b>State <sup>(1)</sup></b>	\$ 1,808,924	\$ 1,682,893	\$ 3,491,817
<b>Federal <sup>(2)</sup></b>	1,283,224	663,023	1,946,247
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 3,092,148</u> <sup>(3)</sup>	<u>\$ 2,345,916</u> <sup>(4)</sup>	<u>\$ 5,438,064</u> <sup>(5)</sup>

- <sup>(1)</sup> Maryland State Department of Education and the Governor's Office for Children.
- <sup>(2)</sup> U.S. Department of Health and Human Services, Health Resources and Services Administration funds passed through the Maryland Department of Health and Mental Hygiene.
- <sup>(3)</sup> Estimated compensation for the additional 4-year term, assuming the same annual funding for FY 2017 (\$773,037) for each subsequent renewal period.
- <sup>(4)</sup> Estimated compensation for the initial 5-year term through June 30, 2016.
- <sup>(5)</sup> Estimated compensation for the entire 9-year and 3-month term, including the four additional 1-year renewal periods. Compensation may not exceed the amount appropriated for these services in each renewal period.

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### Analysis

Under the proposed amendment, the contractor will continue to provide intensive child health and development support and education to parents in order to enhance parent-child interaction and to prevent child abuse and neglect. Program services are available for families with children ranging from prenatal to age 5 who reside in specific targeted communities, identified with a needs assessment process that considers community level demographics, birth outcomes, and child wellness and development data. Services are designed to improve child health, wellness, and readiness to learn by including an initial assessment, ongoing home visits and referrals to community resources, interactive and educational family group meetings, and assistance with finding a medical provider. Families are primarily referred to the program by the Health Department; other referral sources include Franklin Square Hospital and Baltimore County Public Schools. The contract amendment includes minor additions to program services to meet federal grant requirements, including monthly pre-natal visits, postpartum visits 3-7 days after returning home from the hospital, breastfeeding support, infant safe sleeping guidance, and data collection. The Department estimates that the Program will serve 120 families in FY 2016 and 135 families in FY 2017.

On June 6, 2011, the Council approved the original 5-year and 3-month contract, which commenced July 1, 2011. The amendment adds four 1-year renewal periods commencing July 1, 2016, and limits compensation for each renewal period to the amount appropriated for these services. The amendment increases estimated compensation by \$3,092,148, from \$2,345,916 to \$5,438,064 for the entire 9-year and 3-month term of the contract, including the four additional 1-year renewal periods. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice. In the event the County does not receive grant funds, the County shall not renew the agreement.

The original contract was awarded through a competitive procurement process based on best qualifications, including experience and credentialing of the contractor by Healthy Families America, a national evidence-based program model created by Prevent Child Abuse America. No other bids were received. The Department advised that as of April 30, 2016, \$2,236,731 had been expended under this contract.

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-6 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**Youth Therapeutic After-School Program**

The Administration is requesting approval of a contract with Associated Catholic Charities, Inc., Villa Maria, to provide therapeutic after-school programs to County youth (ages 5 to 12) on Medicaid and with a mental health diagnosis. The contract commences July 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for five additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. Compensation may not exceed \$145,712 for FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$874,272 for the entire 6-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b>	--	--
<b>State</b> <sup>(1)</sup>	\$ 61,212	\$ 367,272
<b>Federal</b> <sup>(2)</sup>	84,500	507,000
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 145,712</u> <sup>(3)</sup>	<u>\$ 874,272</u> <sup>(4)</sup>

- <sup>(1)</sup> Maryland Department of Health and Mental Hygiene (DHMH), Behavioral Health Administration (BHA) funds.
- <sup>(2)</sup> U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration funds passed through DHMD, BHA.
- <sup>(3)</sup> Maximum compensation for FY 2017.
- <sup>(4)</sup> Estimated compensation for the entire 6-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the entire contract term. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services.

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### Analysis

Associated Catholic Charities, Inc. will provide therapeutic after-school programs in two locations, Lansdowne and Timonium, for County youth (ages 5 to 12) on Medicaid and with a mental health diagnosis. The programs include therapy (individual, group, and family), educational assistance (e.g., homework assistance and tutoring), rehabilitation activities (self-care skills, social skills, and group and self-directed leisure activities), and case management services. Services will be provided year-round, Monday through Friday from 3:00 p.m. to 6:00 p.m., at each location. The contractor will arrange and/or provide transportation for youth between their school/residence and the program locations.

Funds totaling \$84,500 are designated specifically for services at the Lansdowne location, and funds totaling \$61,212 are designated specifically for services at the Timonium location. Youth will be referred by the Department, mental health professionals, school personnel, and parents. The Department advised that approximately 59 unduplicated youth will be served annually, with the target number of 35 youth at the Lansdowne location and 24 youth at the Timonium location. The Department further advised that in FY 2016 (as of June 1, 2016), the programs have served 180 youth (109 in Timonium and 71 in Lansdowne); while the grant serves the targeted number of youth, additional youth are served through third-party reimbursement (e.g., Medicaid).

The contract commences July 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for five 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. Compensation may not exceed \$145,712 for FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$874,272 for the entire 6-year and 4-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process; no other bids were received. The contractor has provided these services to the County since 1993.

On September 15, 2008, the Council approved a similar 6-year contract with Associated Catholic Charities, Inc. that commenced July 1, 2008 and totaled an estimated \$877,980. On July 7, 2014, the Council approved an amendment to extend the agreement by one year and to increase the compensation by \$145,712 to a total estimated compensation of \$1,023,692. On July 6, 2015, the Council approved a second amendment to extend the agreement by another year and to increase the compensation by \$145,712 to a total estimated compensation of \$1,169,404. The Department advised that as of June 13, 2016, expenditures under the contract, including the two extension periods, totaled \$1,163,591.

FM-7 on this agenda is a contract with Associated Catholic Charities, Inc. to provide child and adolescent diversion programs.

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

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#### Therapeutic After School Program

Baltimore County Health seeks contract with Associated Catholic Charities, Inc. to provide a Therapeutic After School Program to youth in Baltimore County.

Funding for these services is available through a grant from federal money via the State of Maryland Department of Health and Mental Hygiene (DHMH), Behavioral Health Administration (BHA) allocated to the Department of Health, Bureau of Behavioral Health.

The initial term of the Agreement is July 1, 2016 through June, 30 2017 with five one-year renewals. Approximately 59 unduplicated youth will be served annually.

#### BACKGROUND

State and Federal funds are used to support a Therapeutic After School Program for children ages 5 to 12 years old located in two separate centers, in the Northern and Southwestern areas of the County. The services are open to any Baltimore County child with Medicaid, who has a mental health diagnosis. The Department of Health and Mental Hygiene, Behavioral Health Administration provides funds for the program. A portion (\$84,500) of these funds are federal block grant dollars (CFDA# 93.958) specifically designated for services provided in the Southwestern section of Baltimore County. The remainder of funds will be used to provide services in the Northern section of the County. The current contract will expire June 30, 2016.

Children with a mental health diagnosis in Baltimore County schools will benefit from Therapeutic After School Program services. These children have difficulty in school, in the community, and at home. Many are at risk for hospitalization or out-of-home residential placement. Comprehensive educational, psychotherapeutic and recreational services through a therapeutic after-school program can decrease the risk of an out-of-home placement or hospitalization. Therapeutic After School Program services are available to Baltimore County children ages 5-12 with mental health diagnosis in the Southwestern and Northern sections of Baltimore County. Services are provided year-round five days per week, Monday through Friday from 3-6 PM at the two locations. Hours may vary based upon the school schedule and activities of the program.

The target number of children to be served in the Southwestern program is **35** children (2,736 sessions) and the Northern program is **24** children (2,311 sessions). The contract will require the vendor to tailor activities to capture the interest of children and meet the specific needs of the children and their families. Types of services, which are provided at each site, are listed below:



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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Educational Assistance Programs include homework assistance and tutoring. Educational enhancement may also be offered if there are children who express an interest in receiving this service.

Individual and Group Therapy is provided to all children who regularly participate in the program. Family therapy is available as needed, before, during and after scheduled program hours.

Family Involvement Ongoing collaboration with and involvement of the family is a key element of the program. Services are delivered in a child centered and family focused manner. The vendor is required to develop activities in conjunction with the families to encourage parental involvement. Family therapy is available during evening hours as needed.

Case Management services are provided to participating children and families.

Rehabilitation Activities: self-care skills, social skills, group and self-directed leisure activities, and working with the child to develop an activity schedule including weekend and vacation plans.

### PURPOSE

Baltimore County Department of Health, Bureau of Behavioral Health has received federal and state funding from the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration to provide Therapeutic Afterschool School Program services.

### FISCAL

The amount of the agreement with the vendor will be \$145,712 per year.

Prepared by:  
Department of Health and Human Services

**FM-7 (2 Contracts)**

**Council District(s) All**

**Department of Health and Human Services**

**Child and Adolescent Diversion Programs**

The Administration is requesting approval of two contracts to provide diversion services (e.g., behavioral in-home intervention, respite services) to County children and adolescents with a mental health diagnosis at risk of being placed in a higher level of care (e.g., psychiatric hospital). The two contractors are: Associated Catholic Charities, Inc., Villa Maria; and Institute for Family Centered Services, Inc. The contracts commence July 1, 2016, continue for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts 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. Compensation for both contractors combined may not exceed \$116,600 for FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated combined compensation totals \$583,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Combined Total Compensation</b>
<b>County</b>	--	--
<b>State <sup>(1)</sup></b>	\$ 116,600	\$ 583,000
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 116,600</u> <sup>(2)</sup>	<u>\$ 583,000</u> <sup>(3)</sup>

<sup>(1)</sup> Department of Health and Mental Hygiene, Behavioral Health Administration funds.

<sup>(2)</sup> Maximum compensation for both contractors combined for FY 2017.

<sup>(3)</sup> Estimated compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the entire contract term. Combined compensation may not exceed the amount of grant funds appropriated for these services in each renewal period.

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## Analysis

The County provides services to children and adolescents with a mental health diagnosis to sustain placement in their homes and to prevent hospitalization or out-of-home placement. Services may include behavioral in-home intervention, respite care, transportation for mental health appointments, and behavioral mental health consultation. The Department expects that Associated Catholic Charities, Inc. and Institute for Family Centered Services, Inc. will serve a total of approximately 32 youth each year through the following services:

### **Associated Catholic Charities, Inc.**

The contractor will provide behavioral in-home intervention services and institutional respite services for children and youth, 4 to 18 years of age, on a fee-for-service basis.

- Behavioral in-home intervention services provide an average of 2 face-to-face sessions per week, for 20 weeks; 24/7 crisis intervention; parent education, training, and support; behavior management; rehabilitation services; and coordination with community resources. Costs are \$230.56 or \$322 per week per client served, based on the client's medical assistance eligibility (i.e., eligible or ineligible, respectively).
- Institutional respite services provide therapeutic support, behavioral treatment intervention, milieu therapy, and therapeutic recreation for children and youth ages 5 to 13. Services include overnight respite admissions to a residential treatment center, individualized behavior treatment and assessment, meals and snacks, liaison services with referring agency, and priority access to other programs and services. Costs are \$475 per night.

### **Institute for Family Centered Services, Inc. (IFCS)**

The contractor will provide behavioral in-home intervention and behavioral mental health consultation services to infants and youth, from birth to 21 years of age, on a fee-for-services basis.

- Behavioral in-home intervention services provide a community-based program to help prevent out-of-home placement or hospitalization for clients using the "Family Centered Treatment Model." Services will target families with identified stressors such as disruption, child abuse and neglect, domestic violence, homelessness, substance abuse, and mental illness. Services will include a comprehensive assessment, service planning and development, community linkages, and family and individual counseling. Costs are \$68 per hour.

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- Behavioral mental health consultation services provide comprehensive assessments for young children with behavior problems in daycare. IFCS will provide on-site evaluation and development of a behavior plan that supports the parent and daycare center by providing alternative methods to enable the child to succeed. Costs are \$550 per assessment.

The contracts commence July 1, 2016, continue for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts 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 on the same terms and conditions, unless the County provides notice of non-renewal. Compensation for both contractors combined may not exceed \$116,600 for FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation for both contractors combined totals \$583,000 for the entire 5-year and 4-month term, including the renewal and extension periods. The County may terminate the agreements by providing 30 days prior written notice. In the event the County does not receive grant funds, the County shall not renew the agreements.

The contracts were awarded through a competitive procurement process; no other bids were received.

On October 17, 2011, the Council approved two similar 5-year and 3-month contracts with the same contractors that commenced July 1, 2011 and totaled an estimated \$583,000. The Department advised that as of May 31, 2016, expenditures under these contracts totaled \$452,436 (\$294,502 for Associated Catholic Charities and \$157,934 for IFCS).

FM-6 on this agenda is a 6-year and 4-month contract with estimated compensation totaling \$874,272 with Associated Catholic Charities, Inc. to provide therapeutic after-school services to County youth (ages 5 to 12) on Medicaid and with a mental health diagnosis.

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

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#### Child and Adolescent Diversion Programs

The Baltimore County Department of Health, Bureau of Behavioral Health seeks to contract with two qualified vendors to provide child and adolescent diversion programs for Baltimore County youth. The two vendors are Associated Catholic Charities, Inc. and the Institute for Family Centered Services. The intent of the child and adolescent diversion program is to ensure that youth are able to access services to divert from higher levels of care and remain in their homes and communities. Funding for these services is available through a grant from the State of Maryland Department of Health and Mental Hygiene, Behavioral Health Administration allocated to the Baltimore County Department of Health, Bureau of Behavioral Health.

The initial term of the agreement(s) is July 1, 2016 through June 30, 2017 with four one year renewals. It is anticipated that approximately (32) thirty-two children and adolescents in total will be served annually.

#### BACKGROUND

State funds are provided by the Department of Health and Mental Hygiene, Behavioral Health Administration for the purpose of providing diversion services to children and adolescents with a mental health diagnosis who are at risk of being placed in higher levels of care, such as a psychiatric hospital or Residential Treatment Center (RTC).

The target population is youth, under the age of 18, who have Medicaid who live in Baltimore County. The target population must have a mental health diagnosis and receive services through the Public Behavioral Health System. Services include:

- Behavioral In-Home Intervention Services – In-home services that provide treatment and crisis intervention in the child's residence;
- Respite Services – Respite services that involve the planned, temporary placement of children outside their homes for a weekend, but may extend up to two weeks;
- Transportation for Mental Health Appointments – Transportation services to enable children and their families to receive mental health treatment if necessary;



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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#### **PURPOSE**

The Baltimore County Department of Health, Bureau of Behavioral Health receives grant funding from the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration to provide needed support to children and their families in crisis or to sustain placement in the home.

#### **FISCAL**

The amount of available funds is \$116,600 in State funds. Funding for these services is available through a grant from the State of Maryland Department of Health and Mental Hygiene, Behavioral Health Administration allocated to the Baltimore County Department of Health, Bureau of Behavioral Health.

Prepared by:  
Department of Health and Human Services

**FM-8 (2 Contracts)**

**Council District(s) All**

**Department of Health and Human Services**

**Wellness and Recovery Program Services**

The Administration is requesting approval of two contracts with On Our Own, Inc. and Prologue, Inc. to provide wellness and recovery services to County residents (age 18 and older) who have mental health disorders and are seeking support. The contracts commence July 1, 2016, continue for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts 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. Compensation may not exceed \$139,200 to On Our Own, Inc. and \$90,000 for Prologue, Inc. for FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Combined maximum compensation totals \$229,200 for FY 2017. Estimated compensation for both contractors combined totals \$1,146,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Combined Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 37,500	\$ 187,500
<b>State</b> <sup>(2)</sup>	191,700	958,500
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 229,200</u> <sup>(3)</sup>	<u>\$ 1,146,000</u> <sup>(4)</sup>

<sup>(1)</sup> General Fund Operating Budget - Local Share Program funds for the Department's Mental Health – Service Agencies program.

<sup>(2)</sup> Maryland Department of Health and Mental Hygiene, Behavioral Health Administration.

<sup>(3)</sup> Maximum compensation for both contractors combined for FY 2017.

<sup>(4)</sup> Estimated compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the entire contract term. Combined compensation may not exceed the amount of grant funds appropriated for these services in each renewal period.

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## Analysis

The contractors will provide wellness and recovery services to County residents (age 18 and older) who have mental health disorders and are seeking support. Recovery support services include opportunities for socialization and recreation, basic educational tutoring, advocacy support, peer counseling, vocational support, and information and referral. Other services include educational forums, outreach sessions, and a “warm line” for telephone support and referral.

On Our Own, Inc. will operate three centers located in Dundalk, Towson, and Catonsville, provide at least 2,184 hours of meeting time per year, and serve at least 260 unduplicated individuals annually. Prologue, Inc. will operate one center in Pikesville, provide at least 850 hours of meeting time per year, and serve at least 100 unduplicated individuals annually. Both contractors will offer evening and weekend hours in order to provide resources when other sources of mental health support are usually closed.

The Department, other community mental health centers, and individuals who encounter the mentally ill will refer clients to the wellness centers. The centers will also conduct outreach at community fairs and provide presentations to community organizations and hospitals.

The Department advised that the State mandates these centers be “consumer” run, meaning that clients are actively involved in the operation and/or activities of the centers. The Department further advised that this practice provides clients with meaningful work experience, allows clients to serve as role models, and enhances the sensitivity of the service system to the needs of people with mental illness.

The contracts commence July 1, 2016, continue for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts 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. Compensation may not exceed \$139,200 to On Our Own, Inc. and \$90,000 to Prologue, Inc. for FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Combined maximum compensation totals \$229,200 for FY 2017. Estimated compensation for both contractors combined totals \$1,146,000 for the entire 5-year and 4-month term, including the renewal and extension periods. The County

may terminate the agreements by providing 30 days prior written notice. In the event the County does not receive grant funds, the County shall not renew the agreements.

The contracts were awarded through a competitive procurement process; no other bids were received.

On July 5, 2011, the Council approved two 5-year and 3-month contracts with the contractors to provide similar services. The Department advised that as of June 7, 2016, expenditures under those contracts totaled \$1,337,700 (On Our Own, Inc. – \$810,600 and Prologue, Inc. – \$527,100).

Presently, the County has one other contract with On Our Own, Inc. for recovery services in Dundalk and three other contracts with Prologue, Inc. for outreach, housing, and recovery services. FM-9 on this agenda is an approximate 5-year and 4-month contract with On Our Own, Inc. estimated to total \$825,000 to continue those services, and FM-12 on this agenda is an approximate 6-year and 4-month contract with Prologue, Inc. estimated to total \$5,776,362 to continue its comprehensive outreach services.

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



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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#### Wellness & Recovery Program

The Baltimore County Department of Health, Bureau of Behavioral Health seeks one or more qualified vendors to provide Wellness and Recovery Program services for Baltimore County residents who are in recovery with a mental health disorder and are seeking support. Funding for these services is available through a grant from the Department of Health and Mental Hygiene, Behavioral Health Administration allocated to the Baltimore County Department of Health, Bureau of Behavioral Health. The County selected two vendors to operate Wellness and Recovery programs. Prologue, Inc. will operate in the existing location in Northwest Baltimore County. On Our Own, Inc. will operate in existing locations in Southwest, Northeast and Southeast Baltimore County. Residents can attend at any of these locations.

The initial term of the agreement(s) is July 1, 2016 through June 30, 2017 with four one-year renewals. It is anticipated that approximately (360) three hundred sixty unduplicated adults will be served annually.

#### BACKGROUND

State funds are provided by the Department of Health and Mental Hygiene, Behavioral Health Administration for the purpose of establishing Wellness & Recovery Programs to Baltimore County residents with mental health disorders who are in need of support.

The target population includes adults, age 18 and older, who are in recovery or working toward recovery, with a mental health disorder who do not access traditional sources of care. Services however, are available to all mental health consumers in Baltimore County. Wellness & Recovery Programs provide non-treatment activities to support and enhance the lives of mental health consumers in Baltimore County. Services include opportunities for socialization and recreation, basic educational tutoring, advocacy supports, peer counseling, vocational support and information and referral. Mental health consumers/consumer groups operate Wellness & Recovery Programs. The program services are available during non-traditional hours, including evenings and weekends. The vendor is required to provide supplementary educational forums, outreach sessions, activities designed to promote the development of natural supports, and activities designed to promote recovery and wellness. In addition, it is required that the vendor sponsor three (3) outreach sessions to educate the non-mental health general public to reduce stigma. The vendor is required to maintain one (1) full-time equivalent (FTE) program manager to ensure that the requirements are met. Finally, the vendor must also maintain a "warm line" for telephone support and referral Monday through Friday during normal business hours to assist consumers. The County will have at least three separate Wellness & Recovery Program sites, located throughout the County to allow ample access to the program services.



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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#### PURPOSE

The Baltimore County Department of Health, Bureau of Behavioral Health receives grant funding from the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration to establish Wellness & Recovery Center(s) to Baltimore County residents with a mental health disorder.

#### FISCAL

The amount of available funds is \$229,200 (\$191,700 State funds and \$37,500 County funds).

- On Our Own, Inc. - \$139,200
- Prologue, Inc. - \$90,000

Prepared by:  
Department of Health and Human Services

**FM-9 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**Peer-Run Recovery Community Center (RCC) – Dundalk**

The Administration is requesting approval of a contract with On Our Own, Inc. to provide a peer-run Recovery Community Center (RCC) in Dundalk for County residents (age 18 and older) with substance use disorders, and their family members. The contract commences July 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract 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. Compensation may not exceed \$165,000 during FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$825,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b>	--	--
<b>State <sup>(1)</sup></b>	\$ 165,000	\$ 825,000
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 165,000 <sup>(2)</sup></u>	<u>\$ 825,000 <sup>(3)</sup></u>

<sup>(1)</sup> Maryland Department of Health and Mental Hygiene, Behavioral Health Administration funds.

<sup>(2)</sup> Maximum compensation for FY 2017.

<sup>(3)</sup> Estimated compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount of grant funds appropriated for these services in each renewal period.

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### Analysis

On Our Own, Inc. will provide a peer-run Recovery Community Center (RCC) in Dundalk for County residents, 18 years and older, with substance use disorders who are voluntarily seeking recovery or who are already in early-, mid-, or late-stage recovery, and their family members. State-certified peer recovery specialists will provide the recovery support services which will include, but will not be limited to, peer mentoring, peer-led support groups, informational classes, life skills sessions, linkages to community services, and drug- and alcohol-free socialization opportunities. The RCC must be open a minimum of 1,500 hours annually, including evenings and weekends.

The contractor will manage and coordinate data collection related to the number of individuals served, the type and frequency of services provided, and the results of participant satisfaction surveys and submit a monthly progress report to the Department's Bureau of Behavioral Health. The contractor will also establish a 7-member RCC Advisory Board; the majority of the Board's members shall be representatives from the local recovery community. The Department expects that the RCC will serve 180 unduplicated adults annually.

The contract commences July 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract 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 on the same terms and conditions, unless the County provides notice of non-renewal. Compensation may not exceed \$165,000 during FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$825,000 for the entire 5-year and 4-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice. In the event the County does not receive grant funds, the County shall not renew the agreement.

The contract was awarded through a competitive procurement process; no other bids were received.

On July 5, 2011, the Council approved two 5-year and 3-month contracts estimated to total \$1,146,000, one with On Our Own, Inc. and one with Prologue, Inc., to operate Wellness and Recovery Centers for individuals with mental illness. On Our Own, Inc. operates three centers located in Dundalk, Towson, and Catonsville. Prologue, Inc. operates one center in Pikesville. On February 21, 2012, the Council approved a contract amendment with On Our Own, Inc. to

expand services at its Dundalk facility to include an RCC, increasing the estimated total compensation to \$1,325,678. The Department advised that as of June 9, 2016, expenditures to On Our Own, Inc. totaled \$638,826.

On March 17, 2014, the Council approved a similar 4-year and 8-month contract estimated to total \$318,314 with Prologue, Inc. to provide an RCC in Pikesville.

FM-8 on this agenda requests approval of two contracts, one of which is with On Our Own, Inc., to provide wellness and recovery services to Baltimore County residents (age 18 and older) who have mental health disorders and are seeking support.

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

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#### Recovery Community Center

The Baltimore County Department of Health, Bureau of Behavioral Health seeks a qualified vendor to provide a peer-run, Recovery Community Center (RCC) in Baltimore County's Dundalk community (21222). The RCC will serve as an integral component of the county's recovery-oriented system of care initiative *One Voice*. The selected vendor will provide recovery support services at the RCC to Baltimore County residents, 18 and older, who are voluntarily seeking recovery or those already in early, mid, or later stage recovery. Recovery support services are non-clinical in nature, and include, but are not limited to, peer mentoring, peer-led support groups, informational classes, life skills sessions, linkages to community services, and alcohol/drug-free socialization opportunities. Services are to be provided by Peer Recovery Specialists (PRS) who are required to be or become State certified. Funding for the RCC and its recovery support services is available through a grant from the State of Maryland Department of Health and Mental Hygiene, Behavioral Health Administration allocated to the Baltimore County Department of Health, Bureau of Behavioral Health.

The initial term of the Agreement is July 1, 2016 through June 30, 2017 with four additional one year renewals. It is anticipated that a minimum of one hundred and eighty (180), unduplicated adults will be served annually.

#### BACKGROUND

State funds are provided by the Department of Health and Mental Hygiene, Behavioral Health Administration for the purpose of establishing a recovery community center in the 21222 area to Baltimore County residents with substance use disorders. Data has revealed that the southeast area of the county struggles with community-wide issues of substance use and addiction, and as a result, the community experiences a substantial negative impact from substance-related problems.

The target population is adults, age 18 and older, who are voluntarily seeking recovery from a substance use disorder, and their family members. Individuals may participate in recovery support activities at the RCC on a regular or episodic basis, and may participate in only those recovery support services that match their personal needs. The RCC has established a weekly, part time schedule that includes evening hours, and offers a scheduled weekend activity once a month.

Research has demonstrated that recovery is facilitated by social support. Recovery community centers provide a robust type of social support through its use of Certified Peer Recovery Specialists (CPRS) – those individuals in stable recovery themselves who show concern and



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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caring, share knowledge and information, provide concrete assistance with task completion, and facilitate pro-social, abstinent contacts and socialization opportunities.

#### PURPOSE

The Baltimore County Department of Health, Bureau of Behavioral Health receives grant funding from the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration to establish and sustain a Recovery Community Center in the 21222 area of Baltimore County to serve county residents with substance use disorders and their family members.

The presence of a recovery community center serves as a support for the community. Pathways to recovery are more accessible due to the reduction of stigma, the instillation of hope, and the provision of concrete, non-treatment services provided in the safe, substance-free environment at the RCC by Certified Peer Recovery Specialists.

#### FISCAL

The amount of available funds is \$ 165,000.

Prepared by:  
Department of Health and Human Services

**FM-10 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**Support Services – PEERS Program**

The Administration is requesting approval of a contract with Mental Health Association of Maryland, Inc. to provide the Senior Peer Partnership and Education Program (PEERS), which offers community education, outreach, and volunteer support to County residents over age 60 with late-onset mental health diagnoses. The contract commences July 1, 2016, continues through June 30, 2017, and may not exceed \$25,000 unless approved by the Council. If approved, the contract 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. Compensation may not exceed \$101,000 for FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$505,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 16,000	\$ 80,000
<b>State</b>	--	--
<b>Federal</b> <sup>(2)</sup>	85,000	425,000
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 101,000</u> <sup>(3)</sup>	<u>\$ 505,000</u> <sup>(4)</sup>

<sup>(1)</sup> Local Share Program funds for the Department’s Mental Health Services – Federal Block Grant program.

<sup>(2)</sup> U.S. Department of Health and Human Services funds passed through the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration.

<sup>(3)</sup> Maximum compensation for FY 2017.

<sup>(4)</sup> Estimated compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount of grant funds appropriated for these services in each renewal period.

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## Analysis

The purpose of the Senior Peer Partnership and Education Program (PEERS) is to provide senior peer support services and education to older adults with late-onset mental health diagnoses. The program is designed to decrease the potential effects and stigma of mental illness and to maintain stability for mentally vulnerable County senior citizens. The contractor will recruit, train, and supervise 25 peer volunteers (age 50 and over), who will meet with the seniors in the home or a community setting, as well as provide support over the telephone. Peer volunteers will be able to recognize symptoms of depression, dementia, and substance abuse and to coordinate resources.

The Department advised that annually, the contractor will enroll at least 60 unduplicated individuals in the program, and will provide a minimum of 1,200 contacts to these individuals. Individuals may be referred to the program through the Departments of Social Services and Aging, senior residences, and others who work with seniors and/or the mentally ill. The contractor will also provide at least 70 educational outreach presentations annually in the County (e.g., senior centers, senior housing sites) regarding stigma, mental illness, and prevention, which are expected to reach at least 1,460 individuals. Additionally, the contractor will assist the Department with depression screenings at the annual Senior Expo and attend the Department's bi-monthly Vulnerable Adults Assistance Network meetings held at the Drumcastle Government Center.

The contract commences July 1, 2016, continues through June 30, 2017, and may not exceed \$25,000 unless approved by the Council. If approved, the contract 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 on the same terms and conditions, unless the County provides notice of non-renewal. Compensation may not exceed \$101,000 during FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$505,000 for the entire 5-year and 4-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice. In the event the County does not receive grant funds, the County shall not renew the agreement.

The contract was awarded through a competitive procurement process; no other bids were received.

On June 6, 2011, the Council approved a similar 5-year contract, which commenced July 1, 2011, totaling an estimated \$505,000 with Mental Health Association of Maryland, Inc. The Department advised that during FY 2016 (as of June 7, 2016), the contractor recruited 25 volunteers, enrolled 53 individuals into the program, and conducted 62 educational groups that 1,301 individuals attended. The Department also advised that as of June 7, 2016, expenditures under this contract totaled \$579,067.

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

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#### Senior Peer Partnership and Education Program (PEERS)

The Baltimore County Department of Health, Bureau of Behavioral Health seeks a qualified vendor to implement the Senior Peer Partnership and Education Program (PEERS), a program which provides supportive services to older Baltimore County adults, who have late onset mental health diagnoses. The intent of the PEERS program is to ensure that seniors with a late onset mental health diagnoses receive peer support and education. Funding for this program is available through local funds and a Federal grant from the State of Maryland Department of Health and Mental Hygiene, Behavioral Health Administration allocated to the Baltimore County Department of Health, Bureau of Behavioral Health.

The initial term of the agreement(s) is July 1, 2016 through June 30, 2017 with four one-year renewals. It is anticipated that approximately (60) sixty adults will be served annually.

#### BACKGROUND

Federal and local funds are provided through the Department of Health and Mental Hygiene, Behavioral Health Administration along with local funds to implement the Senior Peer Partnership and Education Program (PEERS). This program matches individuals over 60 years of age who have late onset mental health diagnoses with peer volunteers. The vendor will recruit, train and supervise 25 peer volunteers. Peer volunteers will meet with the seniors in the home or community setting, as well as provide support over the telephone. The peer volunteers are able to recognize symptoms of depression, dementia, and substance use and be able to coordinate resources. Additionally, the vendor will provide community presentations regarding stigma, mental illness, and prevention. The vendor will make arrangements with Senior Housing sites, Senior Centers and other locations to advertise the presentations. The vendor will:

- Enroll at least 60 unduplicated individuals in the PEERS program, matching them with a trained peer volunteer.
- Recruit, train, and supervise 25 peer volunteers.
- Provide face-to-face training with peer volunteers. Provide direct supervision weekly for volunteers who see peers weekly and provide services that are more complex, such as supportive counseling and monitoring of early warning signs of illness. Otherwise, provide direct monthly supervision and weekly telephone supervision for peer volunteers. Supervision for less complex cases will occur monthly either face-to-face or by telephone.
- Provide, collectively, a minimum of 1,200 visits to the 60 individuals enrolled in the PEERS program.

Prepared by:  
Department of Health and Human Services



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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- Provide 70 presentations in Baltimore County regarding stigma, mental illness and prevention. Provide educational outreach to at least 1,460 individuals annually through the presentations.
- Assist the Department of Health in conducting depression screens annually at the Senior Expo.
- Attend bi-monthly Vulnerable Adults Assistance Network (VAAN) meetings.

### PURPOSE

The Baltimore County Department of Health, Bureau of Behavioral Health receives Federal funds through the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration to provide senior peer support services and education to older adults with a late onset mental health diagnoses.

### FISCAL

The amount of available funds is \$ 101,000 per contract year. Funds for the program are available through local funds and a Federal grant from the State of Maryland Department of Health and Mental Hygiene, Behavioral Health Administration allocated to the Baltimore County Department of Health, Bureau of Behavioral Health.

**FM-11 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**On-Call Health Services**

The Administration is requesting approval of a contract with Personal Touch Home Care of Baltimore, Inc. to provide on-call health services (through telephone triage and visits) to the Department’s Home Health Services Program patients when the Program is closed (e.g., weekends). The contract commences June 26, 2016, continues until June 25, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for three additional 2-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 2-year term. Compensation may not exceed \$150,000 for the entire 8-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 150,000	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Maximum compensation for the entire 8-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 2-year term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 150,000 <sup>(2)</sup>	

**Analysis**

The Department’s Home Health Program provides skilled health services to County residents in their homes. Home health care consists of intermittent, medically-skilled care including nursing; physical, occupational, and speech therapies; and medical social work. Personal Touch Home Care of Baltimore, Inc. will respond to all of the Department’s Home Health Program patients’

telephone calls during non-traditional business hours when the Department’s Program is closed. Specifically, services will be provided on weekends from Friday at 4:30 p.m. until Monday at 8:30 a.m., each weekday evening from 4:30 p.m. until 8:30 a.m. the following day, and on County holidays from 4:30 p.m. one day prior to the holiday to 8:30 a.m. the day following the holiday. The contractor’s on-call supervisor or duty nurse will triage the call, assisting the patient verbally if possible, and if necessary, will send a nurse to visit the patient at his/her home or refer the patient to an emergency room or the patient’s physician. The contractor must respond to the telephone call within 30 minutes and if a visit is necessary, respond within 2 hours from when the call was made to the contractor. The Department advised that Federal regulations require home health agencies to provide 24-hour, 7 days-per-week coverage.

The contractor will be paid at specified rates based on the type of service and whether or not the service provided falls on a holiday or in a week with a holiday as follows:

Type of Service	Non-Holiday Rate	Holiday Rate
Telephone triage/consultation	\$260 per week	\$300 per week
Home nursing visit	\$80 per visit	\$90 per visit

Additionally, the contractor will be paid \$95 per month for on-call nurse phone coverage and an additional \$0.25 per hour for on-call nurse phone coverage during unexpected closures (e.g., office closed due to snow). The Department advised that the contractor served approximately 70 patients in FY 2016 and will serve approximately 100 patients in FY 2017; the Program annually serves approximately 150 patients. The Department also advised that most of the cost for these services is reimbursed to the County through Medicare, Medicaid, private insurers, or client fees.

The contract commences June 26, 2016, continues until June 25, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for three additional 2-year periods with the option to 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, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 2-year term. Compensation may not exceed \$150,000 for the entire 8-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 low bid from six bids received.

On March 16, 2009, the Council approved a similar 8-year contract with the same contractor, which commenced June 26, 2008, with maximum compensation of \$155,000. As of June 13, 2016, expenditures under this contract totaled \$123,197.

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

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### Personal Touch Homecare of Baltimore, Inc.

Baltimore County Home Health is seeking a qualified Medicare certified vendor to provide on-call services to Home Health patients.

#### BACKGROUND

Baltimore County Home Health's current contract for on-call services expires on June 25, 2016.

The Home Health Program, a division of the Community Health Services, provides skilled health services to County residents in the home. The services are provided under the direction of the patient's physician. Home health care consists of intermittent, medically skilled care including nursing, physical therapy, occupational therapy, speech therapy, and medical social work and home health aides. Medicare, Medicaid, private health insurance plans, or private pay reimburses the majority of the cost for services provided.

#### PURPOSE

Federal regulations require Home Health agencies to provide 24-hour, 7 day a week coverage through telephone triage and emergency nursing visits during County holiday, weekends, and evening hours when the Program is closed.

#### FISCAL

Contract amount: \$129,060.00

Term: Initial term June 26, 2016 to June 25, 2018

Renewal options: Three (3) two (2) year options to renew.

Prepared by:  
Department of Health and Human Services

**FM-12 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**Comprehensive Outreach Program – Homeless – Mental Illness**

The Administration is requesting approval of a contract with Prologue, Inc. to provide comprehensive outreach program services to persons who are homeless or at imminent risk of becoming homeless and have a mental illness diagnosis. The contract commences July 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for five additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. Compensation may not exceed \$962,727 during FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$5,776,362 for the entire 6-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 50,000	\$ 300,000
<b>State</b> <sup>(2)</sup>	32,670	196,020
<b>Federal</b> <sup>(3)</sup>	880,057	5,280,342
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 962,727</u> <sup>(4)</sup>	<u>\$ 5,776,362</u> <sup>(5)</sup>

<sup>(1)</sup> General Fund Operating Budget - Local Share Program funds for the Department's Projects for Assistance in Transition from Homelessness (PATH) program.

<sup>(2)</sup> Maryland Department of Health and Mental Hygiene (DHMH), Behavioral Health Administration (BHA).

<sup>(3)</sup> U.S. Department of Health and Human Services funds and U.S. Department of Housing and Urban Development funds passed through DHMH, BHA.

<sup>(4)</sup> Maximum compensation for FY 2017.

<sup>(5)</sup> Estimated compensation for the entire 6-year and 4-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 of grant funds appropriated for these services in each renewal period.

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## Analysis

The contractor will provide mental health outreach services to homeless and at-risk individuals under the following County grant programs, with the goals of promoting self-sufficiency and transitions to permanent housing.

### Homeless Outreach Program

The program links individuals residing at shelters or living on the streets to as-needed housing and mental health services, including psychiatric evaluations, medications, mental health assessments, supportive therapy, and short-term crisis intervention services. FY 2017 grant funding for this program totals \$32,670 (State funding). The Department advised that the contractor will serve at least 45 clients, linking 20 to housing, annually.

### Projects for Assistance in Transition from Homelessness (PATH) Program

The program provides outreach, case management, referrals to needed community services, and assistance with locating permanent housing to individuals who are homeless or are at imminent risk of becoming homeless and have a mental illness. The contractor will screen clients and refer them to resources including primary health care, job training, education, housing, mental health care, substance use services, and rehabilitation. The contractor is required to deliver outreach to shelters, streets, and places where homeless individuals may congregate; in addition, the contractor will provide training to shelter staff on mental health and psychiatric issues as requested. FY 2017 grant funding for this program totals \$144,200 (Federal (\$94,200) and County (\$50,000) funds). The Department advised that the contractor will serve a minimum of 150 clients annually.

### Continuum of Care Program

The program provides rental assistance payments to homeless individuals with a mental illness and/or their families who may or may not be involved with the criminal justice system. The contractor will identify landlords and housing resources, facilitate the resolution of landlord and tenant issues, and process rental payments to landlords. FY 2017 grant funding for this program totals \$785,857 (Federal funds). The Department advised that the contractor will serve at least 51 clients annually.

The contract commences July 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for five 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. Compensation may not exceed \$962,727 during FY 2017. Compensation for each renewal period may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$5,776,362 for the entire 6-year and 4-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice. In the event the County does not receive grant funds, the County shall not renew the agreement.

The contract was awarded through a competitive procurement process; no other bids were received.

On July 5, 2011, the Council approved a similar 5-year and 3-month contract with Prologue, Inc. with estimated compensation totaling \$4,561,300. The Department advised that as of June 9, 2016, \$885,053 was expended under this contract.

Presently, the County has three other contracts with Prologue, Inc., including two to provide substance abuse recovery services in Pikesville and one to provide residential services to adults discharged from a State psychiatric hospital. Additionally, FM-8 on this agenda requests approval of two contracts, one of which is with Prologue, Inc., to provide wellness and recovery services to County residents (age 18 and older) who have mental health disorders and are seeking support.

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

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#### Outreach to Homeless Services

The Baltimore County Department of Health, Bureau of Behavioral Health seeks to contract with Prologue, Inc. to provide a comprehensive outreach program for individuals who are homeless and have a mental illness diagnosis. The purpose of the program is to link individuals with appropriate mental health services, with the goal of moving from the street or shelter into self-sufficiency and permanent housing. Funding for these services is available through three grants from the State of Maryland Department of Health and Mental Hygiene's Behavioral Health Administration (BHA) and Baltimore County local funding allocated to the Department of Health, Bureau of Behavioral Health/Core Service Agency. Each grant received from BHA for these services has a separate budget and Conditions of Award. This solicitation will result in the award of three grants to one provider for a total of \$962,727 per contract year.

The initial term of the Agreement(s) is July 1, 2016 through June 30, 2017 with five one-year renewals. The number of individuals to be served through the three programs is approximately two hundred and twenty-one (221) annually.

#### BACKGROUND

The Department of Health and Mental Hygiene grants funding to support the operation of outreach services and housing program and these three separate programs comprise the Outreach to Homeless Services. These grants include: Homeless Outreach, Projects for Assistance in Transition from Homelessness (PATH) and Continuum of Care. A description of the services required for each grant is listed below.

##### Homeless Outreach

The grant funds for this program total \$32,670 (State funds) and serve a minimum of 45 clients, linking 20 to housing. In addition, the program identifies homeless persons (living on the streets or residing in a shelter in Baltimore County) who are in need of mental health services and links these identified individuals to the appropriate mental health services and housing. The program is designed to link individuals to clinically appropriate services including, psychiatric evaluation, medication (excluding the purchase of medications), mental health assessment, once per week checks and supportive therapy, facilitating admission and transfers to state psychiatric hospitals when indicated, linkage and coordination with other services such as substance abuse treatment, linkage to community support services prior to release from facilities, short-term crisis intervention, advocacy for mainstream services and monitoring compliance with treatment.



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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#### **PATH (Projects for Assistance in Transition from Homelessness)**

The PATH program funds total \$144,200 (Combined Federal and Local funds) and serve a minimum of 150 clients. The program is required to deliver the following services: outreach, case management, referrals to needed community services, and assist with locating permanent housing to individuals who are homeless. The provider is required to prepare and submit a plan for the provision of community mental health services to eligible homeless individuals. In addition, the provider will screen clients and refer to resources, including: primary health care, job training, education, housing, mental health care, substance use services, habilitation or rehabilitation.

The provider will deliver housing assistance, including: case management assistance in obtaining housing, completing housing assessments, addressing prior landlord issues, restoring credit histories, locating and securing deposits, arranging first month's rent, and advocating with landlords.

The provider is required to deliver outreach to shelters, streets, and places where persons who are homeless may congregate. In addition, the provider will deliver training to shelter staff on mental health/psychiatric issues.

#### **Continuum of Care (formally Shelter Plus Care)**

The Continuum of Care grant funds total \$785,857 (Federal funds) and will provide a minimum of 51 individuals with rental assistance payments. The rental assistance is specific for homeless individuals who have a mental illness and/or their families who may or may not be involved with the criminal justice system. The rental assistance provided falls within U. S. Housing and Urban Development Department (HUD) fair market rental values. The provider will ensure that individuals meet the federal income eligibility requirements, identify landlords or housing resources, facilitate resolution of landlord and tenant issues, and process rental payments to landlords.

#### **PURPOSE**

The Baltimore County Department of Health, Bureau of Behavioral Health receives federal grant funding through the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration to provide Homeless Outreach services, which includes an array of services to individuals who are homeless in Baltimore County and have a mental health diagnosis.



## COUNCIL ACTION REQUEST FORM

### EXECUTIVE SUMMARY

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#### FISCAL

The amount of available funds is \$962,727 per year.

*Revised 1.20.2016*

Prepared by:  
Department of Health and Human Services

**FM-13 (Amendment to Lease)**

**Council District(s)   4**

**Department of Health and Human Services**

**2622 Lord Baltimore Drive – Suites J-L**

The Administration is requesting approval of an amendment to a 5-year lease agreement with St. John Properties, Inc. to continue leasing 5,400 sq. ft. of space at 2622 Lord Baltimore Drive (Suites J-L) in Woodlawn for the Department’s Special Supplemental Nutrition Program for Women, Infants and Children (WIC). The proposed amendment, which commences August 1, 2016, extends the lease term by 5 years (through July 31, 2021) at an estimated cost of \$454,484. The estimated cost for the entire 10-year term of the lease, including the 5-year extension period, totals \$1,041,088. The lease commenced August 1, 2011. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Lease Amendment</b>	<b>Current Total Compensation</b>	<b>Amended Total Compensation</b>
<b>County</b>	--	--	--
<b>State</b>	--	--	--
<b>Federal <sup>(1)</sup></b>	\$ 454,484	\$ 586,604	\$ 1,041,088
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 454,484 <sup>(2)</sup></u>	<u>\$ 586,604 <sup>(3)</sup></u>	<u>\$ 1,041,088 <sup>(4)</sup></u>

(1) U.S. Department of Agriculture funds passed through the MD Department of Health and Mental Hygiene.  
 (2) Estimated compensation for the additional 5-year lease period.  
 (3) Estimated compensation for the initial 5-year lease period through July 31, 2016, including an estimated \$116,000 for landlord-constructed interior improvements prior to the start of the lease.  
 (4) Estimated compensation for the entire 10-year term, including the 5-year extension period.

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### Analysis

The County leases 5,400 sq. ft. of space at 2622 Lord Baltimore Drive (Suites J-L) in Woodlawn for the Department's Special Supplemental Nutrition Program for Women, Infants and Children (WIC). The Department expects to provide WIC Program services (nutrition education, supplemental food, breastfeeding education and support, and referrals to healthcare for income-eligible pregnant, postpartum, and breastfeeding women as well as for children up to age five with medical/nutritional risk factors) to an estimated 3,800 clients at its Woodlawn WIC Center in FY 2017.

The proposed lease amendment extends the current 5-year term by 5 years, from August 1, 2016 through July 31, 2021. The base rent for the first year of the amendment totals \$76,687. The amendment provides that the annual rent will increase by 2% in the second and third years and by 3% in the fourth and fifth years. Thus, the estimated base rent totals \$401,514 for the entire 5-year extension period. The lease amendment also provides for monthly payments to cover the WIC Center's pro-rata share (10.61%) of common area maintenance (CAM) costs, which are estimated to total \$2,844 per year (or \$14,220 total). In addition, the County will continue to pay up to \$1,450 annually (or \$7,250 total) for HVAC maintenance, repair and policy costs, and anticipates costs of approximately \$6,300 per year (or \$31,500 total) for utilities. The total estimated lease cost for the 5-year extension period is \$454,484. If funds are not available for payment of this agreement, the County may terminate the lease by providing 180 days prior written notice. The amendment also provides that the landlord will replace the existing flooring and cove trim baseboard at no cost to the County, and that the County will provide the landlord with a revised certificate of insurance in the name of the building owner. All other terms and conditions remain unchanged.

On March 7, 2011, the Council approved the original 5-year lease, which commenced August 1, 2011 with no renewal options. The County was able to occupy the space on May 1, 2011 as the result of an Early Occupancy Agreement, which allowed the Department to use and occupy the premises rent-free for the period of May 1, 2011 through July 31, 2011. Prior to the commencement of the lease, the Department projected the cost of the original 5-year lease at \$586,604, including annual rent increases, liability for HVAC maintenance, repair, and policy costs, CAM costs, utility costs, and landlord-constructed interior improvement costs estimated at \$116,000. The Department did not have available the total actual costs for the original 5-year lease. The estimated lease cost for the entire 10-year term, including the 5-year extension period, totals \$1,041,088.

On October 6, 2014, the Council approved an amendment to a lease with St. John Properties, Inc. for warehouse storage space on Greenspring Drive in Timonium to house emergency preparedness and response equipment and supplies. The amendment extended the original 5-year lease by 5 years through December 31, 2019 and increased the warehouse capacity from 3,000 to 6,000 sq. ft. at an estimated cost of \$410,551. The estimated lease cost for the entire 10-year term totals \$599,015.

County Charter, Section 715, requires Council approval for leases of real or leasehold property in excess of \$25,000 in the aggregate.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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### **First Amendment of Lease St. John Properties Inc. Baltimore County WIC 070516**

The Baltimore County Department of Health is seeking approval of a first amendment to lease with St. John Properties, Inc. located at 2622 Lord Baltimore Drive, Suites J-L, Baltimore, Maryland 21244. The Women, Infants, and Children (WIC) program provides services at this location.

The amendment is effective with Council approval from August 1, 2016 through July 31, 2021. There are no renewals.

#### **BACKGROUND**

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) program serves to safeguard the health of low-income pregnant, postpartum and breastfeeding women, infants and children up to age five who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to healthcare.

#### **PURPOSE**

To meet the above goals of healthy eating, breastfeeding promotion and support and referrals to healthcare, the WIC program provides on-site services. At the Woodlawn location the WIC staff provide breastfeeding support and education, food vouchers and education on nutritious eating. Infants and children are weighed to ensure they are gaining the proper weight for their height and age. The program anticipates serving 3,600 clients in FY2016 and 3,800 in FY 2017 at Woodlawn. Currently the program serves on an average over 15,800 clients countywide.

#### **FISCAL IMPACT**

The cost for the five-year term is \$401,513.52:

Year 1 - \$76,686.59

Year 2 - \$78,220.32

Year 3 - \$79,784.73

Year 4 - \$82,178.27

Year 5 - \$84,643.61

Prepared by:  
Department of Health and Human Services

**FM-14 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**Services – Animal Carcass Disposal, Pick-Up & Transportation**

The Administration is requesting approval of a contract with Curtis Bay Energy, Inc. to provide for the pick-up, transportation, and disposal of animal remains. The contract commenced June 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for four additional 1-year periods. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year term, including the renewal periods. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$16,938 for the initial 1-year term and \$93,593 for the entire 5-year term, including the renewal periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 16,938	\$ 93,593
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 16,938</u> <sup>(2)</sup>	<u>\$ 93,593</u> <sup>(3)</sup>

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

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

<sup>(3)</sup> Estimated compensation for the entire 5-year term, including the renewal periods. The contract does not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount appropriated for these services during the entire contract term.

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### Analysis

The contractor will provide weekly pick-up, transportation, and disposal of domestic animal remains (stray and surrendered animals, deceased pets, and road kill animals (dogs and cats only)) from the Baltimore County Animal Shelter located on Manor Road in Baldwin. The contractor will furnish temporary storage containers for the animal remains. Each week, the contractor will pick up and transport the remains to its rendering/cremation facility. The County will be billed at a unit price of \$0.30 per pound of animal remains, plus a surcharge of \$3.75 per ton (50% of the surcharge charged to the contractor by Baltimore City for waste disposal). The County will also be billed a fee of \$24 per week to provide a certified scale to weigh the animal remains and for radio dispatch services for the contractor's trucks.

The contract commenced June 1, 2016, continues for 1 year, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will automatically renew for four additional 1-year periods 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 term, including the renewal periods. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$16,938 for the initial 1-year term and \$93,593 for the entire 5-year term, 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 30 days prior written notice.

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

On May 2, 2011, the Council approved a similar 5-year and 3-month contract not to exceed \$213,175 with Curtis Bay Energy, LP. As of June 8, 2016, expenditures/encumbrances under the contract totaled \$104,369.

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

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Curtis Bay Energy, Inc.

Baltimore County Animal Services is seeking services for weekly animal carcass disposal (domestic), pick-up, transportation, and disposal per Environmental Protection Agency guidelines, and as specified.

### BACKGROUND

Baltimore County Animal Services' current contract for disposal of domestic animal carcasses expires 05/31/16.

Domestic animal carcasses are placed in a freezer in vendor supplied bins/barrels or carts by Baltimore County Animal Services employees. Vendor driver transports and loads cart on to vendor truck. Vendor weighs cart at their facility. Pick-up is provided by Vendor once per week, unless otherwise directed by Baltimore County Animal Services. Vendor maintains local, State, and Federal permits.

### PURPOSE

To remove animal carcasses (domestic), from Baltimore County Animal Services, for disposal.

### FISCAL

Contract amount: \$93,593.14 over term of contract.

Initial term: One (1) year.

Renewal options Four (4) one (1) year renewals.

Prepared by:  
Department of Health and Human Services

**FM-15 & 16 (2 Contracts)**

**Council District(s)   5**

**Department of Permits, Approvals and Inspections**

**Contracts of Sale – Overbrook Floodplain Properties**

The Administration is requesting approval of two contracts to acquire property totaling approximately 0.47 acre for \$750,000 due to floodplain issues. FM-15 is a contract with Joshua Lashley, for \$360,000, for property located at 317 Worthington Road (0.17 acre). FM-16 is a contract with Mark Anton Van Bavel, for \$390,000, for property located at 810 Stevenson Lane (0.30 acre). The properties are located in the Overbrook Floodplain in Towson. See Exhibits A and B.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Purchase Price</b>	<b>Notes</b>
<b>County <sup>(1)</sup></b>	\$ 750,000	<sup>(1)</sup> Capital Projects Fund.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 750,000</u>	

**Analysis**

Descriptions of the two properties to be acquired are as follows:

317 Worthington Road (FM-15)

The 0.17-acre property to be acquired from Joshua Lashley is zoned DR 5.5 (Density Residential – 5.5 dwelling units/acre) and is improved with a detached single-story, rancher style dwelling.

810 Stevenson Lane (FM-16)

The 0.30-acre property to be acquired from Mark Anton Van Bavel is mostly zoned DR 3.5 (Density Residential – 3.5 dwelling units/acre) with some area zoned DR 5.5, and is improved with a detached 2-story dwelling.

David B. Johns, staff appraiser, completed appraisals of the two properties in March 2016, recommending a value of \$360,000 and \$390,000, respectively. After review and analysis, S. David Nantz, review appraiser, concurred with the appraisals, recommending the respective amounts as just compensation for the acquisitions. The Department advised that the property owners accepted the County's offers.

The Department advised that these properties are located in the 100-year Overbrook Floodplain area and that both property owners approached the County about purchasing the properties due to flooding issues. The Department further advised that the County has a policy to purchase floodplain properties at the fair market value, as calculated without consideration that the property is located in a floodplain. The purchase is being funded from the Acquisition of Flooded Homes capital project, which provides for the purchase of homes that are subject to flooding whenever this option is less costly than repairing or replacing the associated storm drains or in the event repair or replacement is impractical or not possible.

The Department advised that the County has made offers to purchase a total of six properties in the Overbrook Floodplain. The two properties on this agenda are the first to be presented for Council approval. Additionally, the Department of Public Works advised that the estimated razing costs for the two properties are not yet known.

The Department advised that three of the four remaining property owners have accepted County offers and the contracts are expected to be presented for Council approval in the next two months.

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



**COUNCIL ACTION REQUEST FORM  
EXECUTIVE SUMMARY**

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PROGRAM TITLE: Overbrook Floodplain Purchase

PROJECT NO.: 204-329-1553

FISCAL MATTER: Contract of Sale

PROPERTY OWNER: Joshua Lashley

PROPERTY INTEREST TO BE ACQUIRED: 7,200 sq. ft. – Total Take

LOCATION: 317 Worthington Road  
Towson, Maryland 21286

CONSIDERATION \$360,000.00

PURPOSE OF PROJECT: Property owner has asked the County to purchase his property due to Floodplain issues.

LIMITS OF PROJECT: Six properties known as: 806, 808 & 810 Stevenson Lane and 317, 319 & 321 Worthington Road, Towson, Maryland 21286

Prepared by: Department of Permits, Approvals & Inspections



**COUNCIL ACTION REQUEST FORM  
EXECUTIVE SUMMARY**

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PROGRAM TITLE: Overbrook Floodplain

PROJECT NO.: 204-329-1553

FISCAL MATTER: Contract of Sale

PROPERTY OWNER: Mark Anton Van Bavel

PROPERTY INTEREST TO BE ACQUIRED: 12,900 sq. ft. – Total Take

LOCATION: 810 Stevenson Lane  
Towson, Maryland 21286

CONSIDERATION \$390,000.00

PURPOSE OF PROJECT: Property owner has asked the County to purchase his property due to Floodplain issues.

LIMITS OF PROJECT: Six properties known as: 806, 808 & 810 Stevenson Lane and 317, 319 & 321 Worthington Road, Towson, Maryland 21286

Prepared By: Department of Permits, Approvals & Inspections

FM-17 (Contract)

Council District(s) 3

**Department of Permits, Approvals and Inspections**

**Vestry of St. Thomas Church, Homestead – Parking Spaces**

The Administration is requesting approval of a parking agreement with The Vestry of St. Thomas Church, Homestead for the access and use of 120 parking spaces at property located at 1108 Providence Road in Towson. The temporary parking spaces will be used by Public Safety Building employees during the renovation and improvements of the parking garage at that site. The contract commences upon Council approval, continues until October 1, 2018, and may be renewed thereafter on a month-to-month basis. Compensation is \$45,000 annually (\$3,750/month) and is estimated to total \$101,250 for the entire approximate 2-year and 3-month term. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 101,250	<sup>(1)</sup> Capital Projects Fund.
<b>State</b>	--	<sup>(2)</sup> Estimated compensation for the entire approximate 2-year and 3-month term, assuming no renewal.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 101,250</u> <sup>(2)</sup>	

**Analysis**

The Vestry of St. Thomas Church, Homestead will grant the County the right to use 120 existing parking spaces at its property located at 1108 Providence Road. Public Safety Building employees will use the temporary parking during the renovations/improvements of the parking garage at that site. The Department of Permits, Approvals and Inspections, Real Estate Compliance Division advised that County personnel will have unlimited access to the parking area

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from 6:00 a.m. to 6:00 p.m., Monday through Friday, with the County providing shuttle vans for the employees. The Department further advised that the parking garage renovations/improvements are expected to begin mid-June 2016, to be completed in 2 years, and to cost approximately \$2.25 million.

The Church will perform any required maintenance, repair, reconstruction, or resurfacing to the property beyond normal wear and tear at the County's expense. In the event of inclement weather while County vehicles are parked on the premises, the Church may request the County to provide snow removal and salting should the Church's snow removal contractor be unable to provide the services.

The contract commences upon Council approval, continues until October 1, 2018, and may be renewed thereafter on a month-to-month basis with 30 days prior written notice under the same terms and conditions. Compensation is \$45,000 annually (\$3,750/month), and is estimated to total \$101,250 for the entire 2-year and 3-month term, assuming no renewal. Either party may terminate the agreement by providing 90 days prior written notice.

The proposed contract will supersede a temporary parking agreement between The Vestry of St. Thomas Church, Homestead and the County that commenced June 7, 2016 and will expire upon Council approval of this agreement. The Department advised that the temporary agreement was put in place due to urgency and the timing of Council agenda cycles. The proposed agreement will extend the County's right to use the 120 existing parking spaces for a 2-year and 3-month term.

On July 6, 2015, the Council approved a contract with Walker Parking Consultants/Engineers, Inc., d/b/a Walker Parking Consultants; Walker Restoration Consultants to provide consulting services related to the significant deterioration of and the need for increased parking capacity for the parking garages at the Public Safety Building and the Drumcastle Government Center, with compensation for the two projects not to exceed \$247,080 and \$1,002,710, respectively. As of June 17, 2016, \$142,347 and \$664,871 have been expended under the contracts, respectively.

On August 3, 2015, the Council approved a parking agreement with St. Pius X Roman Catholic Congregation, Inc. and the Roman Catholic Archbishop of Baltimore for the access and use of 47 parking spaces (33 existing and 14 additional spaces to be constructed by the County) at property

located at 6428 York Road to be used by Drumcastle Government Center employees while the County replaces the existing parking garage at that site; compensation is \$30,000 annually.

County Charter, Section 715, requires Council approval for leases of real or leasehold property in excess of \$25,000 in the aggregate.



**COUNCIL ACTION REQUEST FORM  
EXECUTIVE SUMMARY**

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PROGRAM TITLE: Parking Agreement (RW 2016-003, Item 6)

PROJECT NO.: 241-210-0036-1157

FISCAL MATTER: Parking Agreement

PROPERTY OWNERS: Vestry of St. Thomas Church, Homestead

LOCATION: 1108 Providence Road  
Baltimore, Maryland 21286

CONSIDERATION: Baltimore County is to pay \$45,000.00 annually, which shall be paid in equal monthly installments of \$3,750.00 for the first 2 years of the Initial Term. Thereafter, option to renew the Agreement will be on a month to month basis, with the terms and conditions of each Renewal Month being the same as the Initial Term.

PURPOSE OF PROJECT: To acquire a total of 120 parking spaces for employees at the Public Safety Building during the renovation/ improvements of an onsite parking structure.

LIMITS OF PROJECT: A Two (2) year initial agreement with the option to renew month to month for the property located at 1108 Providence Road, Baltimore, Maryland 21286.

Prepared By: Department of Permits, Approvals &  
Inspections

**MB-3 (Res. 70-16)**

**Council District(s)   4**

**Mrs. Almond (By Req.)**

**Department of Public Works**

**Extension of Metropolitan District Boundaries – Berrymans Lane**

Article 20, Title 1, Section 20-1-102 of the Baltimore County Code authorizes the extension of the boundaries of the Metropolitan District by legislative act of the County and with the approval of the Mayor and City Council of Baltimore. Resolution 70-16 proposes to extend the boundaries of the Metropolitan District to include a 27.7932-acre tract of land on the east side of Berrymans Lane, south of Nicodemus Road. The land is presently contiguous to the Metropolitan District and is located in the Fourth Councilmanic District within the URDL. See Exhibit A.

The extension of the boundaries to this land is necessary to provide sewer and water utilities to the property. The land is zoned DR 1. The extension request is supported by a petition signed by the property owner.

The extension of the Metropolitan District Boundary itself creates no costs to the County. Extension of public utilities enabled by this boundary extension must be self-supporting.

Upon approval by the Council, Resolution 70-16 will be submitted to the Mayor and City Council of Baltimore City for their approval.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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Extension Number 165  
DYER PROPERTY

TO EXTEND THE METROPOLITAN DISTRICT BOUNDARY TO AN AREA OF LAND CONSISTING OF 27.7932 ACRES ON THE EAST SIDE OF BERRYMANS LANE SOUTH OF NICODEMUS ROAD, DISTRICT 4C4

This extension of the boundary of the Metropolitan District is necessary to the provision of public water and sewerage utilities in the area. The area is presently contiguous to, but outside of the jurisdiction of the Metropolitan District.

The desirability of this annexation has been recognized and is in conformance with the BALTIMORE COUNTY WATER SUPPLY AND SEWERAGE PLAN (Areal designation W-3/S-3 Capital Facilities Area (County Council Res.42-05)), and the DR 1 zoning of the property.

The development site lies entirely within the URDL; however, Berrymans Lane between the development site and Delight Quarry is outside of the URDL in a W-7/S-7 No Planned Service area (see Exhibit 3 to Council Resolution 42-05). The developer will need to extend a public water main under this section of Berrymans Lane to provide the required public water service to the development.

Metropolitan District Extension Number 90 which included the subject property was not approved by the County Council but a drawing signed by both Baltimore County DPW and Baltimore City DPW from April 1980 was in the file. This drawing was the reason for incorrect information having been given by this office to the present developer in or about 2004 leading to the incorrect understanding that the property was already in the Metropolitan District. The error was discovered during the conversion from physical files to GIS. The present petition is intended to correct this error.

This petition represents 100% of the property owners in the subject area.

Prepared by: Department of Public Works

**MB-4 & 5 (Res. 71-16 & 72-16) Donations**

**Council District(s) 3 & 6**

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**Mrs. Almond (By Req.)**

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**Department of Recreation and Parks**

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**Accept Donations – Kubota Utility Vehicles –  
Marshy Point Nature Center and Cromwell Valley Park**

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Resolutions 71-16 and 72-16 authorize the County to accept donations of two Kubota Utility Vehicles, valued at \$20,557 each, from the Marshy Point Nature Center Council and the Cromwell Valley Park Council, respectively. The vehicles will be used to transport supplies and equipment, remove trash, monitor park activities, remove snow, and respond to emergencies at Marshy Point Nature Center and Cromwell Valley Park. The Department advised that the vehicles will enhance the operation of park programs and activities through increased employee and volunteer efficiency. See Exhibits A and B.

The Department advised that the County will incur minimal annual costs for fuel and routine maintenance of approximately \$750 per vehicle per year.

County Charter, Section 306, vests in the County Council the power to accept gifts.

These resolutions shall take effect from the date of their passage by the County Council.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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**LEGISLATIVE ISSUE:** Marshy Point Nature Center – Kubota Donation

**DONOR:** Marshy Point Nature Center Council

**DESCRIPTION OF DONATION:** Request to accept the donation of a Kubota Utility Vehicle valued at \$20,557 from the Marshy Point Nature Center Council.

**PURPOSE OF DONATION:** The donation of the Kubota Utility Vehicle will enhance the operation of park programs and activities through increased employee and volunteer efficiency. The Kubota will be used to transport supplies and equipment, for trash removal, timely monitoring of park activities, snow removal and to respond to emergencies.

**VALUE OF DONATION:** \$ 20,557

**EFFECTIVE DATE OF DONATION:** Upon approval of donation.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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**LEGISLATIVE ISSUE:** Cromwell Valley Park – Kubota Donation

**DONOR:** Cromwell Valley Park Council

**DESCRIPTION OF DONATION:** Request to accept the donation of a Kubota Utility Vehicle valued at \$20,557 from the Cromwell Valley Park Council.

**PURPOSE OF DONATION:** The donation of the Kubota Utility Vehicle will enhance the operation of park programs and activities through increased employee and volunteer efficiency. The Kubota will be used to transport supplies and equipment, for trash removal, timely monitoring of park activities, snow removal and to respond to emergencies.

**VALUE OF DONATION:** \$ 20,557

**EFFECTIVE DATE OF DONATION:** Upon approval of donation.

**MB-6 (Res. 73-16)**

**Council District(s) All**

**Mrs. Almond (By Req.)**

**Office of Budget and Finance**

**Conditional Purchase Agreement – Equipment**

Resolution 73-16 authorizes the County to enter into a Conditional Purchase Agreement not to exceed \$63,715,000 to finance the cost of various equipment purchases. The resolution also authorizes the County to execute related documents (e.g., trust agreement) and to sell related Certificates of Participation.

**Fiscal Summary**

<b>Funding Source</b>	<b>Financing Amount</b>	<b>Estimated Interest Cost</b>	<b>Total Principal and Interest</b>
<b>County</b>	\$ 63,715,000 <sup>(1)</sup>	\$ 8,762,000 <sup>(2)</sup>	\$ 72,477,000
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 63,715,000</u>	<u>\$ 8,762,000</u>	<u>\$ 72,477,000</u>

<sup>(1)</sup> Amount financed will be repaid over a 10-year period from date of issuance of the Certificates of Participation.

<sup>(2)</sup> Interest rate will be determined upon issuance. The annual interest rate is expected to be approximately 2.5%.

**Analysis**

Of the \$63,715,000 financing total, approximately \$54,371,965 will be used to purchase equipment for various General Government agencies and the Library, and approximately \$3,253,500 will be used to purchase equipment for Metropolitan District operations, with the

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remainder (\$6,089,535) reserved for contingency costs. The Office of Budget and Finance has determined that the most cost-effective method of financing the equipment purchases is by means of a Conditional Purchase Agreement with a financial institution (acting as “trustee”) and the sale of Certificates of Participation with a 10-year repayment term.

The trustee will receive, hold, and invest the proceeds from the sale of the certificates. These funds will be drawn down as specific equipment purchases are made. The investment income earned may be used to offset interest costs, fees related to the certificates, or to purchase additional equipment. The County will requisition funds from the trustee to purchase the equipment as needed. Title to the equipment will pass to the County upon purchase. However, the trustee retains a purchase money security interest in the equipment (i.e., a lien) until the financing obligation is satisfied.

The Office advised that it anticipates selling the Certificates of Participation by competitive bid in August 2016. The principal on the certificates will be paid to the trustee annually during the 10-year term of the certificates, with the first principal payment beginning in FY 2018. The interest under this agreement will be repaid semi-annually over a period of 10 years beginning in April 2017, subject to the appropriation of sufficient funds to cover the required payments. The Office anticipates that premium from the issuance will pay the April 2017 interest costs. The interest rate for this financing will be determined based on the issuance date of the Certificates of Participation. The Office estimates that the annual interest cost will be 2.5%. The estimated debt service cost under this Conditional Purchase Agreement totals \$72,477,000 (\$63,715,000 principal + \$8,762,000 interest). The debt service payments will be funded by appropriations in the General Fund operating budget, or from revenues in the Metropolitan District Fund, depending on the related equipment purchases.

Debt incurred pursuant to this agreement does not pledge the full faith and credit of the County, nor does it apply to the County’s legal debt margin. It does, however, apply to debt affordability ratio analyses used by debt rating agencies and the County’s Spending Affordability Committee. If the proposed Conditional Purchase Agreement is approved, the County would remain within the debt guidelines recommended by the Spending Affordability Committee for FY 2017.

The Office estimates that it will incur approximately \$155,000 of initial costs in connection with the issuance of the Certificates of Participation, consisting of rating agency fees of \$120,000; bond counsel fees of \$30,000; and official statement printing/electronic distribution and advertising fees

totaling \$5,000. The Office further advised that it estimates trustee fees totaling \$50,000 (\$5,000 annually) over the 10-year repayment period of the certificates.

The Office estimates that the equipment purchases will begin late summer/early fall and will be made over a 2-year period for the following agencies:

Agency	Amount
Public Works (trucks, mowers, trailers, heavy equipment, vehicle, robotic station)	\$ 16,803,513
Fire (trucks, medic unit, pump, generator, compressor)	16,314,189
OIT (computing devices, peripherals, software, radios, other)	16,045,333
Property Management (trucks, mower, heavy equipment, trailer, generators)	3,882,630
Police (vehicles, fork-lift, generator)	830,000
Library (truck, step van, book carrier)	315,000
Environmental Protection & Sustainability (utility vehicle, chipper)	116,300
Health (mower)	65,000
Total - General Government	54,371,965
Metropolitan District (trucks, backhoe, excavator, generator, other)	3,253,500
Total - Equipment	57,625,465
Contingency – General Government	5,438,035
Contingency – Metropolitan District	651,500
Total - Contingency	6,089,535
Grand Total	\$ 63,715,000

On May 7, 2012, the Council authorized the County to enter into a Conditional Purchase Agreement not to exceed \$82,680,000 to finance the cost of various equipment purchases. The Office advised that as of June 9, 2016, \$74,047,865 has been expended.

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

BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
APPENDIX A

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

**TO:** Fred Homan  
Administrative Officer **DATE:** 5/13/16

**FROM:** Keith Dorsey, Director  **COUNCIL MEETING**  
Office of Budget & Finance **DATE:** 7/5/16

**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 9079 Baltimore Gas & Electric Co dba BGE – Cross Road Improvements – BGE  
Relocation WO#09412363

This purchase order represents new installation of distribution facilities on Fieldstone P. S., Stone Haven Road under Capital Improvement contract 15006-SXO. BGE owns the distribution facilities and is the only source for this relocation work.

Estimated Total \$163,371.00  
Award Date: 5/13/16

c: M. Field  
T. Peddicord  
L. Smelkinson

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

**TO:** Fred Homan  
Administrative Officer **DATE:** 5/25/16

**FROM:** Keith Dorsey, Director *KAD* **COUNCIL MEETING**  
Office of Budget & Finance **DATE:** 7/5/16

**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 9190 Baltimore Gas & Electric Co dba BGE – 15001 SX0 – Lynhurst Pumping Station, BGE New Electric Inst.

This purchase order represents relocation of distribution facilities at Lynhurst Pumping Station, 4225 Lynhurst Road, under Capital Improvement Contract 15001 SX0. BGE owns the distribution facilities and is the only source for this relocation work.

Estimated Total \$32,844.00  
Award Date: 5/24/16

*26*

PO 9043 Aramark Correctional Services, LLC – Kitchen rental, Detention Center

This purchase order is for the reimbursement to Aramark Correctional Services LLC, for a temporary kitchen trailer during the Department of Corrections (DOC) kitchen renovation.

As indicated in the memo dated April 25, 2016 from OBF Property Management Chief George Klunk, it was necessary to continue the operation of food preparation for the DOC inmates at the standard of food service established, without interruption. It was deemed most cost-effective, appropriate, and more expedient for Aramark to acquire the temporary kitchen.

Estimated Total \$169,668.21  
Award Date: 5/24/16

PO 9018 Modular Space Corporation – Modular Unit, Animal Services, SWAP

This purchase order is for the leasing of two (2) modular buildings from Modular Space Corporation, for Baltimore County Animal Services to provide needed spay and neuter services for the Southwest Area Park community.

As indicated in the memo from OBF Property Management Chief George Klunk, Modular Space Corporation was the only organization that would allow Baltimore County to modify the trailers. This modification of the trailers is to meet the configuration for the proper safety issues regarding the staff and the public use of the facility.

Estimated Total \$31,277.60  
Award Date: 5/23/16

PO 9193 North Point Builders, Inc. – Animal Control Services, Manor Road Facilities

This order is for emergency construction services to the Animal Control Facility, Manor Road. As indicated in OBF Property Management Chief Georg Klunk's memo, approved by OBF Director Keith Dorsey on 05/19/2016, North Point Builders was engaged to complete construction on the above mentioned project after the original contractor defaulted. The project was initially bid and awarded under Contract No. 14119 PO0 through the Department of Public Works in October 2014. North Point Builders, Inc. was able to respond immediately to curtail negative impacts to staff and animals at the facility.

Estimated Total \$575,000.00  
Award Date: 5/26/16

c: M. Field  
T. Peddicord  
L. Smelkinson