

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

*Issued: August 25, 2016
Work Session: August 30, 2016
Legislative Day No. 15: September 6, 2016*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

September 6, 2016

NOTES TO THE AGENDA

TABLE OF CONTENTS

	PAGE
LEGISLATIVE SESSION	
Witnesses	ii
<u>BILLS – FINAL READING</u>	
Bill 51-16	1
Bill 52-16	4
Bill 53-16	5
<u>FISCAL MATTERS</u>	
FM-1	6
FM-2	12
FM-3	16
FM-4	19
FM-5	22
FM-6	26
FM-7	28
FM-8	31
FM-9	34
FM-10	38
FM-11	41
FM-12	43
FM-13	46
FM-14	46
FM-15	*
<u>MISCELLANEOUS BUSINESS</u>	
MB-2 (Res. 83-16)	50
MB-3 (Res. 84-16)	50
MB-4 (Res. 85-16)	55
MB-5 (Res. 86-16)	56
MB-6 (Res. 87-16)	57
APPENDIX	
Correspondence (1) (a)	59
Correspondence (1) (b)	60
Correspondence (1) (c)	61
Correspondence (1) (d)	63

* See Addendum

**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2016, LEGISLATIVE DAY NO. 15
SEPTEMBER 6, 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

WILL ANDERSON, DIRECTOR, DEPARTMENT OF ECONOMIC & WORKFORCE DEVELOPMENT

1 Bill 51-16 – Mrs. Almond(By Req.) – CEB – Supplemental Summer Youth Employment Program

COUNCIL

4 Bill 52-16 – Councilmembers Quirk, Almond, Jones & Bevins - Parking

5 Bill 53-16 – Mrs. Almond – Zoning Regulations – Business, Major (B.M.) Zone Regulations

APPROVAL OF FISCAL MATTERS/CONTRACTS

WILL ANDERSON, DIRECTOR, DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT

6 1. Amendment to Contract – ICF Incorporated, LLC – Evaluation –Federal Demonstration Project - EWD

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

12 2. Contract – FFT, LLC – Functional Family Therapy (FFT) System – HHS

16 3. Contract – WAGS, Inc. – Emergency Veterinary Services – Baltimore County Animal Services – HHS

19 4. Contracts – (3) – Temporary Social Workers – HHS

SUZANNE BERGER, DEPUTY DIRECTOR, OFFICE OF HUMAN RESOURCES

22 5. Contract – Innovative Claims Strategies, LLC – Medical Billing Review/Payment Services – OHR

STEVE WALSH, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

26 6. Contract – Traffic Lines, Inc. – Furnish/Installation/Removal – pavement markings – DPW

28 7. Contract – Shannon-Baum Signs, Inc. – Installation/Maintenance of signs, etc. – DPW

31 8. Contracts – (4) – On-call civil engineering, transportation & structural design services – DPW

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

34 9. Contracts – (4) – Consultants – Technical Services – Claims Investigation & Surveillance – OBF

38 10. Amendment to Contract – Walker Parking Consultants – Parking Garage Design Services – OBF

41 11. Contract – BMC Services, LLC – On-call plumbing services – OBF

43 12. Contracts – (2) – On-call maintenance and repair – natural turf fields – OBF

AMY GROSSI, REAL ESTATE COMPLIANCE

46 13. Contract of Sale – Michael T. Marion – 321 Worthington Road, Towson 21286 – REC

46 14. Contract of Sale – Sharon A. Bernstein f/k/a Sharon A. Hart – 808 Stevenson Lane, Towson, 21286 – REC

* 15. Contract of Sale – 718 York Road, LLC – 800 York Road, Towson, 21204 – REC

MISCELLANEOUS BUSINESS

COUNCIL

59 1. Correspondence - (a)(2) - Non-Competitive Awards (July 21, 2016)

60 (b)(1) - Non-Competitive Awards (July 27, 2016)

61 (c)(3) – Non-Competitive Awards (August 1, 2016)

63 (d)(1) – Non-Competitive Awards (August 5, 2016)

* See Addendum

BALTIMORE COUNTY COUNCIL AGENDA (cont'd)
LEGISLATIVE SESSION 2016, LEGISLATIVE DAY NO. 15
SEPTEMBER 6, 2016

Page

ANDREA VAN ARSDALE, DIRECTOR, DEPARTMENT OF PLANNING

- 50 2. Res. 83-16 – Mrs. Almond(By Req.) – Payment in lieu of taxes–written agreement – Lyon Homes Preservation, LLC
50 3. Res. 84-16 – Mrs. Almond(By Req.) – Approval of loan – Lyon Homes Preservation, LLC – Turner Station Area

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

- 55 4. Res. 85-16 – Mrs. Almond(By Req.) – Accept a gift for the Emergency Communications Center (911 Center)
56 5. Res. 86-16 – Mrs. Almond(By Req.) – Accept a monetary gift for the Emergency Communications Center (911 Center)

COUNCIL

- 57 6. Res. 87-16 – Mr. Marks – Local Open Space Waiver Fees
7. Res. 88-16 – Mr. Quirk – Property Tax Exemption – DAV – Carol E. Benjamin
8. Res. 89-16 – Mr. Jones – Property Tax Exemption – DAV – Robert C. Harris, Jr.
9. Res. 90-16 – Mr. Jones – Property Tax Exemption – DAV Junius M. Wilson
10. Res. 91-16 – Mr. Jones – Property Tax Exemption – BLIND – Robert L. King
11. Res. 92-16 – Mr. Crandell – Property Tax Exemption – DAV – James Charles Moore

Bill 51-16 (Supplemental Appropriation)

Council District(s) All

Mrs. Almond (By Req.)

Department of Economic and Workforce Development

Supplemental Summer Youth Employment Program

The Administration is requesting a supplemental appropriation of state funds totaling \$20,073 to the Summer Youth Employment Program Grant (\$18,248) and Central Office (\$1,825) Gifts and Grants Fund programs. The funds will be used to provide a 6-week summer employment program for up to 10 County youth (ages 16 - 21) charged to the Department of Juvenile Services. See Exhibit A.

Fiscal Summary

<u>Funding Source</u>	<u>Supplemental Appropriation</u>	<u>Current Appropriation</u>	<u>Total Appropriation</u>
County	--	--	--
State ⁽¹⁾	\$ 20,073	--	\$ 20,073
Federal ⁽²⁾	--	\$ 684,670	684,670
Other	--	--	--
Total	<u>\$ 20,073</u>	<u>\$ 684,670</u>	<u>\$ 704,743</u>

⁽¹⁾ Maryland Department of Juvenile Services funds. No County matching funds are required.

⁽²⁾ Central Office program funds.

Analysis

The Department operates a 6-week summer youth employment program for County youth (ages 16 - 21) charged to the Maryland Department of Juvenile Services (DJS). The program provides the youth with employability training and work experience at private and public sector worksites.

The goal of the program is to introduce youth to the workplace to gain an appreciation of the labor market, advance insights into their strengths as employable citizens, and help them learn occupational skills.

The Department advised that it received 10 applications from DJS and that 7 youth worked from July 1 through August 5 at the following five sites: Baltimore Humane Society, BCPS - Crossroads Center, Franklin Elementary School, Middle River Middle School, and the Salvation Army Boys & Girls Club of Middle River. The youth worked up to 30 hours per week and earned \$8.75 per hour. The Department advised that the Community College of Baltimore County provided job readiness training to the youth prior to the start of employment to set workplace expectations, gauge the youths' understanding, and teach them workplace etiquette. In addition, a post-employment evaluation will be completed to identify the skills and behaviors the youth learned while enrolled in the program.

The proposed \$20,073 provides for the youths' wages (\$14,412), a portion of the salaries (\$2,304) of four existing positions (three full-time worksite facilitators and one full-time project specialist), program costs (e.g., bus tokens (\$1,532)), and administrative costs (10% or \$1,825). The Department advised that the youth were paid from current appropriations, which will be reimbursed with these proposed grant funds.

The grant period is FY 2017. No County matching funds are required for this grant.

With the affirmative vote of five members of the County Council, Bill 51-16 will take effect retroactively to July 1, 2016.



COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

DJS SUMMER YOUTH EMPLOYMENT PROGRAM

This is a grant from the **Maryland Department of Juvenile Services (DJS)** in the amount of \$20,073 for the DJS Summer Youth Employment Program to employ approximately ten (10) youths for a six-week period during the summer.

The Baltimore County Department of Economic and Workforce Development (DEWD) will operate a summer employment program for Baltimore County youth, age 16 –21 who are ~~in~~ charged to the Department of Juvenile Services. The project will consist of a six-week period in which participants will receive employability training and work experience at private and public sector worksites. The goal of the project is to introduce participants to the world of work so they can gain an appreciation of the labor market, gain insights into their own strengths as employable citizens, and learn occupational skills. A corollary goal is for the participants, who are currently in high school to see and understand the link between workplace skills and academic skills, motivating them to complete their high school education.

The DJS will identify ten (10) youth to participate in the program, working up to thirty hours (30) per week and earning a wage of \$8.75 per hour. Recruited employers will provide meaningful work for the participants. The employer will identify specific occupational skills that the participants will be required to master. A post evaluation will be completed to identify those skills and behaviors that the participants will learn while enrolled in the program.

The goals of the summer employment program are to provide 16 – 21 year old youth with work readiness preparation, and structured employment activities leading to:

- a. a sense of purpose and direction for the future;
- b. workplace behavior and attitude skills that will prepare them for lifelong employment;
- c. occupational skills that will provide them with a sense of accomplishment and will demonstrate a link between workplace success and academic success;
- d. earned income to provide the students with money needed for their activities and material needs;
- e. a chance to enhance their feelings of self-worth and to grasp the possibilities for future growth and potential.

Prepared by: Department of Economic and
Workforce Development

Bill 52-16**Council District(s) All**

Councilmembers Quirk, Almond, Jones and Bevins

Parking

County law makes it unlawful to park a commercial vehicle in a residential zone. Certain small vehicles are exempted. The penalty for parking a tractor, trailer, or a combination tractor-trailer is \$50 for a tractor or trailer and \$100 for the combination tractor-trailer, for each day of violation. The Police Department enforces this law.

The current penalty has proved to be an inadequate deterrent. Therefore, Bill 52-16 increases the fines to \$250 for the tractor or trailer and \$500 for the combination tractor-trailer.

County law also makes it unlawful to park in front of a private driveway, or to impede free passage of vehicles to or from a driveway, or to park in an alley leaving less than 12 feet of clearance parallel to the vehicle. The Police Department is authorized to tow a vehicle that impedes the passage of any other vehicle, after making a reasonable attempt to locate the owner, or if the owner refuses to remove the vehicle.

Bill 52-16 applies this towing authorization to the unlawful parking of a commercial vehicle in a residential zone and authorizes the Police Department or the Department of Permits, Approvals and Inspections to tow vehicles in violation. All towing fees are paid by the vehicle owner.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 52-16 will take effect on September 19, 2016.

Bill 53-16**Council District(s) 2**

Mrs. Almond

Zoning Regulations – Business, Major (B.M.) Zone Regulations

Bill 53-16 amends Section 235 C. of the Baltimore County Zoning Regulations, titled “Special Regulations for B.M. Lots within 750 feet of an R.C. Zone.”

This section currently provides that, if the exterior wall of any proposed building located on a B.M. (Business, Major) lot is within 750 feet of an R.C. (Resource Conservation) Zone, certain building height and floor area ratio restrictions apply. However, there is an exception for a lot that is governed by a C.R. (Commercial, Rural), I.M. (Industrial, Major), C.T. (Commercial, Town Center Core), or C.C.C. (Commercial, Community Core) District, or is located in a planned unit development, the C.T. District of Hunt Valley, or in the White Marsh or Owings Mills growth areas.

Bill 53-16 proposes to broaden the exception to include a lot that, at the time of the approval request, is located in a C.C.C. District within Bare Hills Village in the Ruxton, Riderwood, and Lake Roland area.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 53-16 will take effect on September 19, 2016.

FM-1 (Contract Amendment)

Council District(s) All

Department of Economic and Workforce Development

Evaluation – Federal Demonstration Project

The Administration is requesting an amendment to a contract with ICF Incorporated, LLC to continue to provide program evaluation services for the Accelerating Connections to Employment (ACE) program. The amendment adds a 7-month renewal period to the current 3-year and 11-month term and increases the maximum compensation by \$150,000, from \$1,799,983 to \$1,949,983, for the entire 4-year and 6-month term of the contract, including the additional 7-month renewal period. The County assumed responsibility for administering the contract with ICF Incorporated, LLC effective July 1, 2014; the Maryland Workforce Corporation (MWC) procured and administered the original contract, which commenced December 1, 2012. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County	--	--	--
State	--	--	--
Federal ⁽¹⁾	\$ 150,000	\$ 1,799,983	\$ 1,949,983
Other	--	--	--
Total	<u>\$ 150,000</u>	<u>\$ 1,799,983</u>	<u>\$ 1,949,983 ⁽²⁾</u>

⁽¹⁾ U.S. Department of Labor, Employment and Training Administration funds.

⁽²⁾ Maximum compensation for the entire 4-year and 6-month term, including the additional 7-month renewal period.

Analysis

Under the proposed amendment, the contractor will continue to provide program evaluation services for the Accelerating Connections to Employment (ACE) program, including a report on the impact that ACE services have had on securing training and employment for low-skilled workers in positions that pay between \$9 and \$15 per hour. The Department advised that services for ACE participants ended on April 30, 2016, and the final evaluation report will be provided to the County in April 2017.

In July 2012, the County's Department of Economic and Workforce Development was awarded an \$11.9 million Workforce Innovation Fund grant from the U.S. Department of Labor (DOL) for Baltimore County and eight other workforce investment areas: five others in Maryland – Prince George's, Montgomery, and Anne Arundel Counties, Baltimore City, and the Upper Shore Consortium (Caroline, Dorchester, Kent, Queen Anne's and Talbot Counties) – and one each in Austin, Texas; Atlanta, Georgia; and New Haven, Connecticut. In addition, the community colleges in all nine areas were partners in the grant. The grant funds were utilized for the ACE program, which provides training and job placement support to low-skilled job seekers, including individuals with limited proficiency and individuals with low reading, writing, and math skills, and accelerates the academic and skills training of individuals for entry-level positions in high-demand sectors such as health care. The grant from DOL required that the program utilize a randomized controlled trial evaluation process to provide statistical evidence of whether the ACE program training model produces better job placement and wages for participants than those for a control group not receiving the ACE training and support.

On November 19, 2012, the Council approved a 5-year and 7-month contract not to exceed \$593,486 with the Maryland Workforce Corporation (MWC), a state corporate agency and a partner in the County's ACE submission to the DOL, to provide procurement and contracting services for the ACE program, including preparing contracts, monitoring the fiscal operations of the entities involved in the ACE program, and procuring the independent evaluator. As part of the contract, the Department was to reimburse the MWC an amount not to exceed \$9,983,164 in grant funds for payments made to third parties for program operations (Social Solutions Global, Inc.) and to the third party independent evaluator (ICF Incorporated, LLC). The Department advised that in conjunction with the Law Office, it determined that it was in the County's best interest to terminate the contract with the MWC for convenience as of June 30, 2014 and to directly administer all sub-grants and contracts related to the ACE program; accordingly, the contracts

with ICF Incorporated, Inc. and Social Solutions Global, Inc. were assigned to the County to administer as of July 1, 2014.

The Department advised that the MWC had conducted competitive procurements for the DOL-required program evaluation and data management system contracts and that the bid proposals were reviewed by representatives from the ACE partners, including Baltimore County. Specifically, the MWC entered into a 3-year and 11-month contract with ICF Incorporated, LLC (which was selected based on qualifications and cost from four bids received) not to exceed \$1,799,983 for program evaluation services, including the random assignment process for eligible program participants and the preparation of an evaluation plan. The contract commenced December 1, 2012, continued through June 30, 2013, and was renewed for one additional year through June 30, 2014.

On July 7, 2014, the Council approved the contract between the County and ICF Incorporated, LLC, which commenced July 1, 2014, continued through June 30, 2015, and automatically renewed for FY 2016 and the period July 1, 2016 through October 31, 2016. Compensation may not exceed \$1,799,983 for the entire 3-year and 11-month term, including the renewal periods, inclusive of funds paid by the MWC. The Department advised that as of August 16, 2016, expenditures under this contract totaled \$1,486,794.

The Department advised that in December 2014, the DOL extended the grant period by 7 months, allowing for additional ACE services and the independent evaluation activities. The proposed amendment is necessary to extend the term and to cover the costs for the additional evaluation services. The proposed amendment adds a 7-month renewal period (from November 1, 2016 to May 31, 2017) to the current 3-year and 11-month term and increases the maximum compensation of the contract by \$150,000, from \$1,799,983 to \$1,949,983, for the entire 4-year and 6-month term including the renewal periods, unless the County provides notice of non-renewal. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the original contract on a non-competitive basis due to the existing contract in place with the MWC; the Department advised that continuing this contract ensured that program services were provided in an efficient manner. The Department requested that the contract be designated as a 902(f) proprietary contract secured in the best interest of the County. County

Charter, Section 902(f), states that “when ...[competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations.”

On September 4, 2012, the Council approved Bill 52-12, a supplemental appropriation of federal funds totaling \$2.7 million for the first year’s operation of the ACE program. Subsequent funding was included in the Department’s FY 2014 (\$4.5 million), FY 2015 (\$4.6 million), and FY 2016 (\$196,334) budgets.

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....”



KEVIN KAMENETZ
 County Executive

WILL ANDERSON
 Director
 Department of Economic and
 Workforce Development

Executive Summary
 July 22, 2016
 ICF Incorporated Vendor Contract Amendment

Accelerating Connections to Employment (ACE) Grant - Background

On July 1, 2012, Baltimore County (through the Department of Economic Development) was awarded a \$11,869,725 Workforce Innovation Fund (“WIF”) grant from the U.S. Department of Labor, Employment and Training Administration (“DOL”), Reference SGA/DFA PY-11-05, for the Accelerating Connections to Employment (“ACE”) Initiative.

The multi-year grant period was July 1, 2012 through October 31, 2016, and services were to be offered in nine sites around the county. DOL required that the ACE project utilize a randomized controlled trial (RCT) evaluation process to provide statistical evidence of whether the innovative ACE job training model produced better job placement and wage results for participants than those for a control group not receiving the ACE training and support. The evaluation component of the grant is so important to DOL that it allotted the final year of the grant (November 2015 – October 2016) solely to completing the evaluation.

Period of Performance Extension Awarded by DOL

In December 2014, DOL awarded a period of performance extension for select, high performing WIF grantees, including Baltimore County. This award extended the end date of the grant from October 2016 to June 2017, allowing additional time for ACE services and the independent evaluation activities. All work conducted during this extension had to be completed within the original \$11,869,725 grant award amount.

ICF Incorporated (ICF) – Contract Amendment

ICF is an international firm that is actively involved with the evaluation of federal grant projects across a wide range of agencies including the U.S. Department of Labor. The firm was procured to conduct the ACE evaluation by the Maryland Workforce Corporation (MWC), an entity with which Baltimore County had contracted to serve as an administrative entity for the DOL grant. In July 2014, when Baltimore County terminated its arrangement with MWC, the contract was moved from MWC and a new contract with ICF was approved by the Baltimore County Council. ICF is responsible for ensuring that the DOL required evaluation of ACE is completed in accordance with all federal requirements.

The result of ICF’s work will be a final evaluation of ACE, reporting on the impact that ACE services have had in securing training and employment for low skilled workers in positions that pay between \$9.00 and \$15.00 per hour. The final evaluation report will be provided to Baltimore County in April 2017.

The funds awarded under this contract amendment will cover costs related to the additional seven months of evaluation services provided by DOL’s period of performance extension. Funds for this amendment are available in the grant. The amendment also authorizes an extension for this contract through May 31, 2017.

Fiscal Impact and Contract Term

	Original Contract	Amended Contract
Total Not to Exceed	\$1,799,983	\$1,949,983
Term	December 1, 2012 – October 31, 2016	December 1, 2012 – May 31, 2017



KEVIN KAMENETZ
 County Executive

WILL ANDERSON
 Director
 Department of Economic and
 Workforce Development

ACE Goals and Impacts

ACE has expanded and improved access to education, training, and employment opportunities for low-skilled individuals. The vision for ACE has been to connect workforce development, education, and employers so low-skilled adults can access high demand occupations and career pathways, and demonstrate the impact of this model across the consortium utilizing a rigorous evaluation conducted by the ACE independent evaluator - ICF International.

Services for ACE participants ended April 30, 2016. We are pleased to report the following (pre-final report) achievements.

Performance Goals and Outcome Measures	End of grant target/goal?	Percentage Achieved
Number of ACE participants enrolled	1281 (100%)	98%
Percentage of participants enrolled who complete (received one or more certifications so they can work in the field)	75%	77%
Percentage of completers securing employment paying \$9 - \$15 per hour	75%	75%
Percentage of participants placed remaining employed six months after placement	80%	84%
Percentage of participants placed remaining employed twelve months after placement	70%	67%

The ACE initiative is managed by a dedicated Project Manager in DEWD. The ACE sites have been held to high standards of reporting and responsibility.

ACE has been an outstanding opportunity for Baltimore County to demonstrate leadership in the field of workforce development – in Maryland and across the country. The Workforce Innovation Fund grants, particularly at the level of funding Baltimore County received for the ACE grant, are receiving national attention.

As part of the rigorous evaluation study conducted by ICF, the impacts of ACE will stand as “proven”. Our participant outcomes will help inform workforce policy and practice, at ACE sites across the country, as well as in Baltimore County.

Prepared by: Department of Economic and
 Workforce Development

FM-2 (Contract)

Council District(s) All

Department of Health and Human Services

Functional Family Therapy (FFT) System

The Administration is requesting approval of a contract with FFT, LLC for its Functional Family Therapy (FFT) System, a nationally recognized, evidence-based program for youth (ages 10-17) and their families that serves to prevent youth from entering or deepening into the social service, juvenile justice, or behavioral health systems. The contract commenced July 1, 2016, continues for 1 year, and will automatically renew for four additional 1-year periods. Compensation may not exceed \$9,600 for FY 2017 and may not exceed \$48,000 for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County	--	--	(1) Governor's Office for Children.
State ⁽¹⁾	\$ 9,600	\$ 48,000	(2) Maximum compensation for FY 2017.
Federal	--	--	(3) Maximum compensation for the entire 5-year term, including the renewal periods.
Other	--	--	
Total	<u>\$ 9,600</u> ⁽²⁾	<u>\$ 48,000</u> ⁽³⁾	

Analysis

Functional Family Therapy (FFT) is a nationally recognized, evidence-based program for youth (ages 10-17) and their families that serves to prevent youth from entering or deepening into the social service, juvenile justice, or behavioral health systems. The FFT System includes methods, program design, manuals, a web-based system, reports, forms, and training materials. The Department advised that it has offered the FFT program since January 2008. The Department's

FFT team provides in-home, family therapy to approximately 133 families annually who are referred by public agencies, schools, outpatient mental health programs, and self-referrals.

The Department advised that the County is required to maintain FFT site certification. The Department also advised that since FY 2011, The Institute for Innovation and Implementation at the University of Maryland, School of Social Work assumed financial responsibility for the FFT program; however, the County was informed that this arrangement would discontinue as of July 1, 2016. Under the proposed contract, FFT, LLC will provide annual site certification training activities and services, which include one day of onsite training annually, totaling \$7,000, plus travel expenses for the trainer not to exceed \$1,000. The Department also advised that should a County FFT staff member resign, replacement training for a new staff member will cost \$1,600 plus travel expenses, for maximum annual compensation of \$9,600. The Department is responsible for all additional training costs for new staff hired after the initial training occurs.

The contract commenced July 1, 2016, continues for 1 year, and will automatically renew for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. Compensation may not exceed \$9,600 for FY 2017 and may not exceed \$48,000 for the entire 5-year term, including the renewal periods. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded on a sole-source basis due to the proprietary nature of the FFT program.

On April 7, 2008, the Council approved a contract with FFT, LLC that commenced January 1, 2008 and totaled \$73,990 to provide employee training related to implementing the FFT System. The Department advised that the contract term extended through the completion of the training services, which was June 30, 2010, and that \$23,179 was 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....”



COUNCIL ACTION REQUEST FORM

EXECUTIVE SUMMARY

FFT, LLC

The Baltimore County Department of Health, Bureau of Behavioral Health requests approval to purchase the FFT System from FFT, LLC which is the creator and sole proprietor of the Functional Family Therapy program. The FFT System is comprised of the methods, program design, manuals, web-based Clinical Services System, report forms, and training materials that are proprietary to FFT, LLC.

Functional Family Therapy is a nationally recognized, evidence-based program for youth ages 10-17 and their families. Baltimore County's FFT team provides in-home family therapy to approximately 133 Baltimore County families annually. Families are referred by public agencies, schools, outpatient and inpatient mental health programs, and self-referrals.

BACKGROUND

Since fiscal year 2011, financial responsibility for this program was assumed by The Institute for Innovation and Implementation at the University of Maryland, School of Social Work. The County was informed that this arrangement will discontinue effective July 1, 2016.

The Bureau of Behavioral Health has offered the FFT program to Baltimore County youth and their families since January 2008, and has earned Phase 3 – Ongoing Partnership Certification. The County is required to maintain FFT Site Certification. Site Certification includes an annual, one-day, on-site training by a FFT National Consultant. The cost of the Phase 3 Site Certification is \$7,000 plus travel expenses for the trainer not to exceed \$1,000. It should be noted that if a Baltimore County FFT staff member resigns, replacement training for a new staff member is \$1,600 plus travel expenses to the designated FFT training site. All amounts are included in the requested annual compensation of \$9,600. Funds are available through the FFT budgets 005-030-1788 and 005-030-1764.

PURPOSE

The Functional Family Therapy (FFT) program in Baltimore County serves to prevent youth from entering or deepening into the social service, juvenile justice or behavioral health systems. Of the families surveyed, 80% of families who completed Functional Family Therapy reported decreased conflicts in the family, increased stabilization in the home and improved family relationships.

Provided by: Department of Health and Human
Services



COUNCIL ACTION REQUEST FORM

EXECUTIVE SUMMARY

FISCAL

The amount of available funds is \$9,600.00 per contract term. The Bureau of Behavioral Health is requesting the initial term beginning FY 2017 with an option for four (4) one year renewal terms.

Provided by: Department of Health and Human
Services

FM-3 (Contract)

Council District(s) All

Department of Health and Human Services

Emergency Veterinary Services – Baltimore County Animal Services

The Administration is requesting approval of a contract with WAGS, Inc. (d/b/a Animal Emergency Hospital) to provide emergency veterinary services for severely injured animals and animals injured after Baltimore County Animal Services’ (BCAS) regular business hours. The contract commences upon Council approval, continues for 1 year, and 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. The Department advised that the compensation amount is not reasonably estimable at this time due to the unpredictable nature of these services. See Exhibit A.

Fiscal Summary

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

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ The Department is unable to provide an estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation for the initial 1-year term.

⁽³⁾ The Department is unable to provide an estimated compensation for the entire 5-year term. The contract does not specify a maximum compensation for the entire 5-year contract term. Compensation may not exceed the amount appropriated for these services during the entire contract term.

Analysis

The Department advised that BCAS is not equipped nor staffed to offer emergency veterinary services to severely injured animals and animals injured after BCAS's regular business hours. Currently, BCAS transports these injured animals, on a case-by-case basis, to an emergency veterinary hospital, upon the approval of the BCAS medical director or on-call veterinary staff. Under the proposed contract, BCAS will transport the injured animals on a case-by-case basis to Animal Emergency Hospital in Bel Air (Harford County). The Department advised that the contractor will waive the standard \$80 veterinary exam fee and any fees related to on-site euthanasia. The contractor will also provide a 10% discount on all other veterinary services.

The contract commences upon Council approval, continues for 1 year, and 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. The Department advised that due to uncertainty in projecting the number of future injured animals, it is unable to provide an estimated compensation for the initial 1-year term or the entire 5-year term, including the renewal periods. The Department's FY 2017 budget for service contracts totals \$136,984; however, no funding is specifically earmarked for emergency veterinary services. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract on a non-competitive basis due to Animal Emergency Hospital's affordability and proximity to the BCAS shelter in Baldwin. The Department advised that it also contacted Pet+ER in Towson (which previously provided emergency services for the County) regarding a long-term contract; however, Pet+ER was unable to match Animal Emergency Hospital's discounted service fees. The Department requested that the contract be designated as a 902(f) contract secured in the best interest of the County. County Charter, Section 902(f), states that "when...[competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

The Department advised that from September 2015 through August 23, 2016, expenditures to WAGS, Inc. totaled \$6,785.

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

FM-4 (3 Contracts)

Council District(s) All

Department of Health and Human Services

Temporary Social Workers

The Administration is requesting approval of three contracts to provide temporary social workers to maintain continuity of services in the event of position vacancies. The three contractors are Abacus Corporation, Delta T Corporation, and Premier Staffing Source, Inc. The contracts commence upon Council approval, continue for 1 year, and will automatically renew for four additional 1-year periods. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for the three contractors combined may not exceed \$475,000 for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County	--	(1) Maryland Department of Health and Mental Hygiene, HIV/AIDS Case Management funds. The Administration advised that the AIDS Case Management program has historically utilized temporary social worker services, but that other departmental programs or County agencies may use the services as well, which may result in other funding sources. (2) Maximum compensation for the three contractors combined for the entire 5-year term, including the renewal periods. The contracts do not specify a maximum compensation for the initial 1-year term.
State ⁽¹⁾	\$ 475,000	
Federal	--	
Other	--	
Total	<u>\$ 475,000</u> ⁽²⁾	

Analysis

The three contractors (Abacus Corporation, Delta T Corporation, and Premier Staffing Source, Inc.) will provide temporary social workers on an as-needed basis due to position vacancies within the Department. These temporary social workers will provide a full range of direct professional work services (including assessment, linkage to resources, and case management services) to

specialized populations, including children, seniors, and individuals that are HIV positive, have addiction issues, or have other physical or mental illness. The contractors' temporary social workers will possess the minimum qualifications and skills required by the Office of Human Resources for the Social Worker I and II classifications. Work will be performed at hourly rates ranging from \$36.00 to \$43.52 for Social Worker I positions and from \$40.15 to \$46.24 for Social Worker II positions, depending on Spanish fluency and the contractor used. The Department also advised that other County agencies may utilize these contractors for temporary social worker services.

The contracts commence upon Council approval, continue for 1 year, and will automatically renew for four additional 1-year periods 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 for the three contractors combined may not exceed \$475,000 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 accordance with minimum wage adjustments that are mandated by state and federal law. 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 12 bids received.

On September 6, 2011, the Council approved three similar 5-year and 3-month contracts not to exceed \$250,000 combined with All Pro Placement Service, Inc., Athena Consulting, LLC, and Beacon Staffing Alternatives, Inc. The Department advised that as of August 16, 2016, \$46,842 has been expended under the Beacon Staffing Alternatives contract and no funds have been expended under the All Pro Placement Service, Inc. and Athena Consulting, LLC contracts.

On September 4, 2012, the Council approved three 6-year contracts not to exceed \$6.7 million combined with Gladenia, Inc. dba Swift Staffing, Premier Staffing Source, Inc., and Abacus Corporation to provide temporary personnel services for County agencies on an as-needed basis. As of August 23, 2016, a total of \$4,215,922 combined has been expended and encumbered under these contracts (\$2,927,897 to Gladenia, Inc., \$852,583 to Premier Staffing Source, Inc., and \$435,442 to Abacus Corporation).

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

Temporary Social Worker Contract

Baltimore County Department of Health (BCDH) utilizes temporary social workers services during position vacancies to ensure continuity of service to county residents. To meet this need the County contracts with multiple vendors to ensure availability at all times. A Request for Proposal was issued and the County selected 3 vendors, Abacus, Delta-T and Premier Staffing.

The initial term of these agreements is one (1) year with four, one-year renewal options.

Background

BCDH uses social workers to provide assessment, linkage to resources and case management services. During vacancies of these positions, it is detrimental to the client if these services are not provided. These services may occur within community and home-based settings. Selection of a vendor is based on the hourly rate, and level of social worker credentials required to temporarily fill a position vacancy. Temporary social workers hired under this contract will possess at a minimum, the license, qualifications and skills required by the Baltimore County Office of Human Resources for Social Worker I and II classifications.

Purpose

The Baltimore County Department of Health has a need for temporary social work services when vacant positions exist to provide assessment, linkage to resources and case management services within a variety of community and home-based settings to Baltimore County residents in need.

Provided by: Department of Health and Human
Services

FM-5 (Contract)

Council District(s) All

Office of Human Resources

Medical Billing Review/Payment Services

The Administration is requesting approval of a contract with Innovative Claims Strategies, LLC to provide medical billing review, processing, and payment services related to workers' compensation claims. The contract commenced May 4, 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. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$105,300 for the initial 1-year term and \$514,015 for the entire 5-year and 4-month term, including the renewal and extension periods. Estimated net savings total \$119,700 for the initial 1-year term and \$610,985 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County ⁽¹⁾	\$ 105,300	\$ 514,015
State	--	--
Federal	--	--
Other	--	--
Total	<u>\$ 105,300</u> ⁽²⁾	<u>\$ 514,015</u> ⁽³⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation for the initial 1-year term. Estimated net savings total \$119,700 for the initial 1-year term.

⁽³⁾ 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 appropriated for these services during the entire contract term. Estimated net savings total \$610,985 for the entire 5-year and 4-month term.

Analysis

The contractor will provide medical billing review, processing, and payment services related to workers' compensation claims. During the past year, the Office of Human Resources (OHR), Workers' Compensation Claims Unit has been collaborating with the Office of Information Technology to implement a new document management system which replaces paper files with electronically stored documents, note systems, and records; OHR advised that the new system premiered in July 2016. The final component of the claims handling process to be integrated into the system was the review, processing, and payment of medical bills. OHR advised that its Workers' Compensation Claims Unit was performing these functions in-house and was unable to maximize savings for the County because it could not leverage various entities (e.g., hospitals and trauma centers). OHR advised that the contractor will generate savings for the County by ensuring that medical bills are properly coded for the services/equipment provided as well as by negotiating reduced or guaranteed rates.

The County will be billed in accordance with a fee schedule. The County will be charged a flat \$5.50 service fee per medical bill, which covers the contractor's review and adjustments, regardless of the length or complexity of the bill. The County will also be billed 25% or 26% of the savings generated per medical bill, depending on whether the entity is included or excluded from a Preferred Provider Organization, respectively, and \$75 per hour for any requested billing audits performed by staff nurses for complex cases, unusual treatments, and cases with questions regarding the appropriateness of facility or provider. The County will also be billed \$8,325 for one-time start-up costs. OHR advised that as of August 19, 2016, the contractor had processed 428 medical bills on behalf of the County at a cost of \$2,354 (\$5.50 per bill; excludes any compensation related to the contractor's successful reduction of the medical bills). The Administration estimates that the County will achieve \$119,700 in net savings for the initial 1-year term and \$610,985 in net savings during the entire 5-year and 4-month term of the contract.

The contract commenced May 4, 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. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated

compensation totals \$105,300 for the initial 1-year term and \$514,015 for the entire 5-year and 4-month term, including the renewal and extension periods.

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

The County awarded the contract on a non-competitive basis. OHR advised that it contacted other jurisdictions and third-party administrators that process medical bills for public employers; Anne Arundel County provided a reference for the contractor. OHR also advised that the need for the medical billing review, processing, and payment services was “urgent” because the County planned to implement its new electronic document management system in mid-July (and it did on July 11). The County also wanted to ensure that workers’ compensation claims were paid in a timely manner because medical payments that are unpaid, or paid late, subject the County to penalties and could potentially threaten the County’s self-insured status with the state Workers’ Compensation Commission.

OHR requested that the contract be designated as a 902(f) contract secured in the best interest of the County. County Charter, Section 902(f), states that “when...[competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations.”

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



**COUNCIL ACTION REQUEST FORM
EXECUTIVE SUMMARY**

EXECUTIVE SUMMARY – ICS CONTRACT

The Contractor, Innovative Claims Strategies (ICS), shall provide Medical Billing Review and Payment services to the Office of Human Resources, Claims Unit, in accordance with applicable jurisdictional Workers' Compensation laws. Currently, the Claims Unit conducts this function completely in house and is limited in the amount of savings it is able generate from hospitals and other entities, as the County cannot leverage groups such as hospitals and trauma centers to reduce billing under separate network agreements, etc. ICS provides this bill review/ processing function for Anne Arundel County and has produced significant savings for that county. The Office of Human Resources is seeking approval of this contract so ICS can provide similar services and savings to Baltimore County.

While awaiting approval from the County Council for the full multi-year contract (1 Year plus four 1-year renewal options), the Office needed to move ahead with a smaller, not-to-exceed-\$25,000 contract with ICS starting May 4, 2016 for two reasons. First, it was urgent that the medical bill review contract be in place so that the Claims Unit's new software provider, Systema (scheduled to go live 7/11/16), could work with ICS directly at the outset of the service to insure all systems and business processes are set up and integrated correctly. Second, it was urgent to get the ICS contract in place so the County could benefit from the potential savings as soon as possible. Therefore, it was determined to be in the best interest of the County to move ahead.

The contract stipulates that if approved by the County Council, compensation under this contract may not exceed the appropriation. An estimate of expenditures is set forth below:

ESTIMATED COMPENSATION UNDER THE ICS MEDICAL BILLING REVIEW CONTRACT						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Start-up Cost	\$8,325	\$0	\$0	\$0	\$0	\$8,325
Service Fee @ \$5.50 (a) per bill	\$39,600	\$41,580	\$43,659	\$45,842	\$48,134	\$218,815
Nurse Desk Audit \$75/hour	Minimal	Minimal	Minimal	Minimal	Minimal	\$0
PPO Fee (25% of (b) Savings)/Iron Fee (26% of Savings)	\$57,375	\$57,375	\$57,375	\$57,375	\$57,375	\$286,875
Projected Annual Total Costs	\$105,300	\$98,955	\$101,034	\$103,217	\$105,509	\$514,015
Projected Annual Savings	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$1,125,000
Net Savings	\$119,700	\$126,045	\$123,966	\$121,783	\$119,491	\$610,985

- a) The annual increase in the service fee provides a CPI adjustment not to exceed 5%.
- b) The PPO and IRON fees are based on a combined projected savings of \$225,000 per year. This estimate is based upon three years of experience from Anne Arundel County.

Prepared by: Office of Human Resources

FM-6 (Contract)

Council District(s) All

Department of Public Works

Furnish/Installation/Removal – Pavement Markings

The Administration is requesting approval of a contract with Traffic Lines, Inc. to furnish and install pavement markings as needed. The contract commenced June 15, 2016, continues until September 6, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue for 1 year and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Estimated compensation totals \$295,666 for the initial 1-year term. Compensation may not exceed \$1,633,741 for the entire 5-year and 4-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 295,666	\$ 1,633,741	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation for the initial 1-year term. ⁽³⁾ Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods.
State	--	--	
Federal	--	--	
Other	--	--	
Total	<u>\$ 295,666</u> ⁽²⁾	<u>\$ 1,633,741</u> ⁽³⁾	

Analysis

The contractor will provide the labor, supervision, tools, equipment, and miscellaneous items necessary to furnish and install new reflective pavement markings and to remove existing pavement markings on an as-needed basis. The pavement markings will generally consist of crosswalk lines, stop lines, crosshatch lines, symbols, legends and arrows, channelizing lines,

speed hump markings, and short sections of center and lane lines. The contractor will be responsible for the safe and continuous maintenance of traffic in areas of pavement marking installations.

The contract commenced June 15, 2016, continues until September 6, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue for 1 year and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 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 1-year term. Estimated compensation totals \$295,666 for the initial 1-year term. Compensation may not exceed \$1,633,741 for the entire 5-year and 4-month term, including the renewal and extension periods.

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

The contract was awarded through a competitive procurement process based on low bid from three responsive bids received. The contract is being awarded to the second lowest responsive bidder after the lowest bidder's contract was terminated for cause.

On November 15, 2010, the Council approved a similar 5-year and 4-month contract not to exceed \$716,370 with Midlantic Marking, Inc. The contract expired on March 14, 2016. The Purchasing Division advised that as of August 3, 2016, expenditures under the contract totaled \$700,905. The Purchasing Division also advised that since the expiration of the contract through the commencement of the proposed contract (June 15, 2016), there have been no expenditures for services. The Purchasing Division further advised that Traffic Lines, Inc. was assigned work in August 2016 totaling approximately \$5,000.

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

FM-7 (Contract)

Council District(s) All

Department of Public Works

Installation/Maintenance of Signs, etc.

The Administration is requesting approval of a contract with Shannon-Baum Signs, Inc. to provide installation and repair services of traffic signs and traffic sign assemblies, and to furnish rat eradication signs and posts within the County as needed. The contract commenced July 15, 2016, continues until September 19, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue for 1 year and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Estimated compensation totals \$513,283 for the initial 1-year term. Compensation may not exceed \$2,836,210 for the entire 5-year and 4-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 513,283	\$ 2,836,210	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation for the initial 1-year term. ⁽³⁾ Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods.
State	--	--	
Federal	--	--	
Other	--	--	
Total	<u>\$ 513,283</u> ⁽²⁾	<u>\$ 2,836,210</u> ⁽³⁾	

Analysis

The contractor will provide all labor, supervision, tools, equipment, incidentals and related items to furnish, maintain, and/or install various street and traffic signs/sign assemblies, and to furnish

rat eradication signs and posts within the County as needed. The contractor will use County-supplied materials. The contractor will also be responsible for the safe and continuous maintenance of traffic in areas of sign installation or repair. The Department advised that the Department of Permits, Approvals and Inspections – Code Enforcement Division will use the rat eradication signs and posts.

The Department advised that this contract will be used to supplement its in-house installation efforts. The Department also advised that its backlog of sign work fluctuates, with less staff available to reduce the backlog in the summer when it is performing roadway painting.

The contract commenced July 15, 2016, continues until September 19, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue for 1 year and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 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 1-year term. Estimated compensation totals \$513,283 for the initial 1-year term. Compensation may not exceed \$2,836,210 for the entire 5-year and 4-month term, including the renewal and extension periods.

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

On March 7, 2016, the Council approved a similar 5-year and 4-month contract not to exceed \$2,126,847 with Protection Services, Inc. (PSI). The contract was awarded through a competitive procurement process based on low bid from three bids received, of which the second lowest bidder was deemed non-responsive. The Purchasing Division advised that on July 14, 2016, the contract with PSI was terminated based on performance issues. The contract for these services is now being awarded to Shannon-Baum Signs, Inc., the second lowest responsive bidder. The Purchasing Division also advised that as of August 1, 2016, expenditures under the PSI contract totaled \$10,086 and that no services have been provided under the proposed Shannon-Baum Signs, Inc. contract.

On September 20, 2010, the Council approved a similar 5-year and 4-month contract not to exceed \$2,233,377 with Shannon-Baum Signs, Inc. The contract expired January 17, 2016. The Purchasing Division advised that as of August 1, 2016, expenditures under the contract totaled \$805,033.

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-8 (4 Contracts)

Council District(s) All

Department of Public Works

On-Call Civil Engineering, Transportation & Structural Design Services

The Administration is requesting approval of four contracts to provide on-call civil engineering, transportation, and structural design services. The four contractors are Greenman-Pedersen, Inc.; Whitney, Bailey, Cox & Magnani, LLC; Wallace Montgomery & Associates, LLP; and Whitman, Requardt & Associates, LLP. The contracts commence upon Council approval, continue for 3 years, and will automatically renew for two additional 1-year periods. The contracts do not specify a maximum compensation for the initial 3-year term. Compensation for each contractor may not exceed \$2.0 million (\$8.0 million combined) for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 8,000,000	(1) Capital Projects Fund.
State	--	(2) Maximum compensation for all contractors combined (\$2.0 million each) for the entire 5-year term, including the renewal periods. The contracts do not specify a maximum compensation for the initial 3-year term.
Federal	--	
Other	--	
Total	\$ 8,000,000 ⁽²⁾	

Analysis

The four contractors will provide on-call civil engineering, transportation, and structural design services for various types of capital projects throughout the County. Services include roadway and intersection design (e.g., bicycle lanes, pedestrian access improvements, traffic calming); surveys; drainage design; environmental permitting; minor utility relocation design; structures

design (e.g., design and structural analysis of retaining walls, culverts, headwalls, and miscellaneous drainage structures); and other assistance as requested on various projects.

The contracts commence upon Council approval, continue for 3 years, and will automatically renew for two additional 1-year periods, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 3-year term. Compensation for each contractor may not exceed \$2.0 million (\$8.0 million combined) for the entire 5-year term, including the renewal periods.

Services will be performed at the engineers' cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits. Funding for the four contracts will not be encumbered at this time. Rather, contract costs will be charged to specific projects as they are assigned. The County may terminate the agreements by providing 30 days prior written notice.

The contracts stipulate that the contractors are liable for damages in the event that a consent decree project is not completed within the required time period. The damages payable are dependent upon the type of project and the length of the delay in completing the project.

On October 26, 2015, the Professional Services Selection Committee (PSSC) selected the four contractors from 22 responsive submittals based on qualifications. The Department advised that the contractors currently provide various other types of engineering services for the County under separate contracts. The Department further advised that there are currently 14 contracts for similar types of on-call civil engineering services (e.g., structural, highway design) with various other contractors and that the proposed contracts will replace contracts that expire this fall.

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

On-Call Civil Engineering/Transportation/Structural Design Services

The Project

The scope of services will include:

- Roadway/Intersection Design
 - Road upgrade to include new curb, gutter, sidewalk, resurfacing;
 - Redesign to include parking bays, "bumpouts", bicycle lanes, pedestrian refuge islands;
 - Design to improve pedestrian access and safety and ADA compliance
 - Parking redesign
 - Traffic calming features
 - Evaluation of existing or proposed conditions to verify conformance with County, State, Federal and AASHTO criteria
- Surveys
 - Topographic field surveys
 - Right-of-way plats
- Drainage Design – roadway drainage systems, stormwater management, hydrological and hydraulic calculations, sediment control design, scour evaluations at bridges, wetlands identifications
- Environmental permitting – local state and federal environmental permitting include NEPA/Section 106 evaluations
- Minor utility (water, sewer, storm drain) relocation design and coordination with outside utility companies
- Structures design
 - Design and construction document preparation for both minor and major bridge replacement and rehabilitation projects
 - Design and structural analysis of retaining walls
 - Design and structural analysis of culverts, headwalls and miscellaneous drainage structures
 - Construction phase design support services (shop drawings, consultations, etc.)
 - Supplemental staffing of County in-house design personnel
 - Field evaluation of existing structural conditions
 - A demonstrated familiarity of Federal Highway Administration, Maryland State Highway Administration and AASHTO roadway and structural (bridge) criteria, policies and practices and project development procedures.

The Professional Services Selection Committee chose four consultants for this on-call contract, Greenman Pedersen, Inc., Whitney Bailey Cox and Magnani, LLC; Wallace Montgomery & Associates, LLP, and Whitman Requardt & Associates, LLP. Four consultants will give us flexibility to assign projects to the most qualified contractor.

The Consulting Agreement

The four consultants were selected by the Professional Services Selection Committee on October 26, 2015

1st Agreement: Council Approval – September 6, 2016

Scope: Provide on-call engineering civil, transportation and structural design services.

Amount: \$2,000,000

Prepared by: Department of Public Works

FM-9 (4 Contract Amendments)

Council District(s) All

Office of Budget and Finance

Claims Investigation and Surveillance

The Administration is requesting amendments to four contracts to provide insurance and disability claims-related investigation and surveillance services as needed. The four contractors are Commercial Index Bureau, Inc., Comprehensive Investigations, Inc., Inquest, Inc., and Maryland Claims Investigation, Inc. The amendments increase the maximum compensation for all contractors combined by \$1,300,000, from \$500,000 to \$1,800,000, for the entire 5-year and 3-month term of the contracts, including the renewal and extension periods. The contracts commenced August 6, 2012. See Exhibit A.

Fiscal Summary

Funding Source	Combined Contract Amendments	Combined Current Maximum Compensation	Combined Amended Maximum Compensation
County ⁽¹⁾	\$ 1,300,000	\$ 500,000	\$ 1,800,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 1,300,000</u>	<u>\$ 500,000</u>	<u>\$ 1,800,000</u> ⁽²⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Maximum compensation for all contractors combined for the entire 5-year and 3-month term, including the renewal and extension periods.

Analysis

Under the proposed amendments, the four contractors will continue to provide insurance and disability claims-related investigation and surveillance services as needed. The four contractors

are Commercial Index Bureau, Inc., Comprehensive Investigations, Inc., Inquest, Inc., and Maryland Claims Investigation, Inc. Services are performed in conjunction with the County's administration of its self-insurance and retirement programs and may include conducting video and still camera surveillance, interviewing and recording testimony of subjects/witnesses, providing verbal and written reports, serving subpoenas, and testifying in court or at an administrative hearing.

The contractors will furnish all labor, equipment, supplies, and materials to provide these services. Hourly rates range from \$55.94 to \$63.94 depending on the contractor, and mileage is billed at \$0.54 per mile. The Office advised that work is assigned depending upon the investigator's availability and background; contractors are not guaranteed a minimum amount of work.

The Office advised that the proposed amendments are necessary because the County has been defending several complicated and protracted cases involving both workers' compensation claims and disability retirement appeals. The Office also advised that as of June 30, 2016, \$1,050,024 has been expended under these contracts.

On February 19, 2013, the Council approved six 5-year and 3-month contracts, which commenced August 6, 2012, not to exceed \$500,000 for the six contractors combined for these services. Effective April 1, 2016, the County terminated for convenience two of the contracts due to the availability and performance of the contractors. The proposed amendments increase the combined maximum compensation for the remaining four contractors by \$1,300,000, from \$500,000 to \$1,800,000, for the entire 5-year and 3-month term of the contracts, including the renewal and extension periods. The contracts provide that the contractors may request an increase in escalation in unit prices 90 days prior to the current term's expiration date. All other terms and conditions remain the same. The County may terminate the agreements by providing 30 days prior written notice.

The 6 original contracts were awarded through a competitive procurement process from 10 responsive 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...." Although the original contracts were approved

by the Council, the cost of services provided as of June 30, 2016 exceeded the maximum compensation prior to Council approval of the proposed amendments. We believe this situation may constitute a violation of the aforementioned section of the County Charter.



COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

Claims Surveillance and Investigative Services Amendment

The scope of services under the contract is for qualified consultants of demonstrated professional competence and experience to perform "as required" technical services concerning claims investigation and surveillance for Baltimore County. The Investigative Services Contractors shall supply all labor, equipment, supplies and material to provide the services.

Agreements were awarded and approved by County Council on February 19, 2013 with the following contractors: (1) Commercial Index Bureau, Inc., (2) Comprehensive Investigations, Inc., (3) Inquest, Inc., (4) Litigations Solutions, Inc., (5) Maryland Claims Investigation, Inc., (6) Tyson Investigative Services, Inc. with a total collective compensation paid to all contractors under this Agreement not to exceed the sum of Five Hundred Thousand Dollars (\$500,000.00) during the entire term of this Agreement including all renewals thereof. The Initial Term began on August 6, 2012 and continued through August 5, 2013 with the option to renew for an additional four (4) one-year renewal terms. Effective April 1, 2016, Baltimore County terminated for convenience the Agreements with both Litigations Solutions, Inc. and Tyson Investigative Services, Inc.

It was determined that the original compensation of Five Hundred Thousand Dollars (\$500,000.00) over the entire term of Agreement was insufficient because over the past few years, Baltimore County has been defending several very complicated and protracted cases involving both workers compensation claims and disability retirement appeals. These cases required extensive documentation to defend against a variety of complaints and claims. In each of these matters, we have successfully avoided a much higher overall compensation cost and we realized tremendous savings due in large part to the great results from the surveillance contractors. Therefore, we are requesting that in no event shall the combined sum of compensation paid to all contractors exceed the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) over the entire term of the Agreement including renewals.

Prepared by: Office of Budget and Finance

FM-10 (Contract Amendment)

Council District(s) 5

Office of Budget and Finance

Parking Garage Design Services

The Administration is requesting an amendment to 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 increasing parking capacity for the parking garages at the Public Safety Building (not to exceed \$247,080) and the Drumcastle Government Center (not to exceed \$1,002,710). The amendment will provide additional parking design services for the Public Safety Building since additional parking is needed due to the relocation of police units from the Northpoint Government Center to the Public Safety Building. The amendment increases the maximum compensation for the Public Safety Building project by \$468,850, from \$247,080 to \$715,930, and the combined maximum compensation for both garage projects, from \$1,249,790 to \$1,718,640, for the entire term of the contract. The contract commenced July 6, 2015 and continues through the completion of both projects.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 468,850	\$ 1,249,790	\$ 1,718,640
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 468,850</u>	<u>\$ 1,249,790</u>	<u>\$ 1,718,640</u> ⁽²⁾

⁽¹⁾ Capital Projects Fund.

⁽²⁾ Maximum compensation combined for the garage projects at the Public Safety Building (\$715,930) and the Drumcastle Government Center (\$1,002,710). The contract term continues through the completion of both projects.

Analysis

The contractor currently provides contract administration services for construction and repairs to the parking garages at the Public Safety Building and the Drumcastle Government Center. For the Public Safety Building, the County originally considered constructing a new parking deck within the exterior employee lot and then closing both the below-building and plaza parking levels. This concept would have increased parking capacity by 200 to 300 spaces. However, the Office advised that the contractor submitted a report recommending a 20- to 30-year lifespan repair of the existing parking structure that will eliminate short- and long-term safety concerns. The County initially opted to pursue the proposal to repair the existing garage.

Under the proposed amendment, the contractor will provide further parking garage consulting and design services for additional parking at the Public Safety Building. The Office advised that the Police Department is moving police personnel from the Northpoint Government Center to the Public Safety Building and, therefore, the County has determined the need for additional parking. The contractor will design and oversee construction of a three-story, approximate 279 parking space garage. When taking into consideration the loss of existing spaces to construct the new garage, the net gain is anticipated to be 132 parking spaces.

Compensation to the contractor may not exceed \$468,850 for these services, including \$401,750 for base design services and \$67,100 for supplemental design services including \$30,600 for horizontal expansion, \$9,000 for vertical expansion, and \$27,500 for traffic engineering. The contractor will engage two subcontractors: A. Morton Thomas & Associates, Inc. will provide civil engineering services including surveying, traffic engineering, landscape architecture, and utility investigations, and ECS, Ltd. will provide environmental and geotechnical engineering services.

On July 6, 2015, the Council approved the original contract not to exceed \$247,080 for the Public Safety Building project and \$1,002,710 for the Drumcastle Government Center project for the entire term of the contract. The amendment will provide additional parking design services at the Public Safety building. The proposed amendment increases the maximum compensation for the Public Safety Building project by \$468,850, from \$247,080 to \$715,930, and the combined maximum compensation for both garage projects, from \$1,249,790 to \$1,718,640, for the entire term of the contract which continues through the completion of both projects. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice.

The Office advised that the old garage at Drumcastle has been demolished and construction of a new garage is expected to begin September 1, 2016. The Office further advised that the repairs to the Public Safety Building garage are ongoing and are expected to be completed in March 2017. As of August 23, 2016, \$147,207 and \$799,058 have been encumbered/expended under this contract for the Public Safety Building and the Drumcastle Government Center garage projects, respectively.

The original contract was awarded on a non-competitive basis. The Office advised that it is in the County's best interest to continue working with this contractor due to its expertise and working knowledge to manage the issues at the Public Safety Building site.

On October 6, 2014, the Council approved an agreement with this contractor not to exceed \$57,480 for consulting services to evaluate options to address the significant deterioration of the Public Safety and Drumcastle Government Center parking garages; the contractor was to submit all reports to the County in September 2014. The Office advised that \$48,508 was expended under this contract. The contract was awarded on a non-competitive basis through an emergency justification.

On July 5, 2016, the Council approved a 2-year and 3-month parking agreement with The Vestry of St. Thomas Church, Homestead estimated to total \$101,250 (\$45,000 annually) for the access and use of 120 parking spaces at property located at 1108 Providence Road in Towson. Public Safety Building employees will use the temporary parking spaces during the renovation and improvements of the parking garage at that site.

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-11 (Contract)

Council District(s) All

Office of Budget and Finance

On-Call Plumbing Services

The Administration is requesting approval of a contract with BMC Services, LLC to provide on-call plumbing services at various County-owned and/or operated facilities. The contract commenced August 5, 2016, continues until October 31, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue for 1 year and will automatically renew for one additional 1-year period with the option to further extend the initial term or the renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$882,000 for the entire 2-year and 4-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 882,000	(1) General Fund Operating Budget or Capital Projects Fund, depending on the nature of the work.
State	--	
Federal	--	(2) Maximum compensation for the entire 2-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term.
Other	--	
Total	<u>\$ 882,000</u>	

Analysis

The contractor will provide all labor, materials, tools, equipment, and supervision for plumbing services at various County-owned and/or operated facilities. Hourly rates range from \$30 to \$105 depending on the worker's skill level (i.e., unskilled apprentice or skilled journeyman) and regular/overtime status. Materials costs include a 15% mark-up.

The contract commenced August 5, 2016, continues until October 31, 2016, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue for 1 year and will automatically renew for one additional 1-year period with the option to further extend the initial term or the 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 1-year term. Compensation may not exceed \$882,000 for the entire 2-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 based on the lowest responsive and responsible bid from two bids received.

On August 5, 2013, the Council approved two similar 5-year and 4-month contracts not to exceed \$4,008,293 combined with Meckley Services, Inc. and Denver-Elek, Inc. The Office advised that on September 2, 2015, the Meckley Services, Inc. contract was terminated; \$51,115 was expended under the contract. The Office also advised that as of July 27, 2016, expenditures under the Denver-Elek, Inc. contract totaled \$653,452. The Office further advised that BMC Services, LLC and Denver-Elek, Inc. will serve as primary contractors with the intention of the County to issue work equally; however, the assignment of work will be at the sole discretion of the County. Additionally, the Office advised that as of August 18, 2016, no costs have been incurred under the proposed BMC Services, LLC contract.

On September 8, 2015, the Council approved 5-year and 4-month contracts not to exceed \$6,789,896 combined with BMC Services, LLC and Denver-Elek, Inc. for on-call HVAC services. The Office advised that as of July 27, 2016, expenditures totaled \$113,859 under the BMC Services, LLC 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-12 (2 Contracts)

Council District(s) All

Office of Budget and Finance

On-Call Maintenance and Repair – Natural Turf Fields

The Administration is requesting approval of two contracts, with Lorenz, Inc. (primary contractor) and Classic Lawn & Landscape, Ltd. (secondary contractor), to provide on-call maintenance and repair of natural turf fields at County-owned and/or operated sites. The contracts commenced June 7, 2016 and June 14, 2016, respectively, continue until February 28, 2017, and may not 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 8½-month term. Compensation for both contractors combined may not exceed \$2,024,644 for the entire approximate 4-year and 11½-month term, including the renewal and extension periods. Compensation may not exceed \$1,935,001 for Lorenz, Inc. and \$2,024,644 for Classic Lawn & Landscape, Ltd.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 2,024,644	⁽¹⁾ General Fund Operating Budget or Capital Projects Fund, depending on the nature of the work. ⁽²⁾ Maximum compensation for both contractors combined for the entire approximate 4-year and 11½-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial approximate 8½-month term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 2,024,644</u> ⁽²⁾	

Analysis

The contractors will provide all labor, materials, supervision, equipment, services, and related items necessary to provide on-call maintenance and repair of natural turf fields at County-owned and/or operated sites. Services may include site assessment, seeding, sod, fertilizing, mulching, watering, mowing, trimming, weeding, plant/insect eradication, trash and debris removal, installation of sediment and erosion control measures, excavating, grading, and related repair work to athletic fields and ball diamonds. Typical projects include maintenance of fields, rut repairs, seeding of environmentally sensitive areas, hydro seeding, and/or reforestation.

Lorenz, Inc. will serve as the primary contractor and Classic Lawn & Landscape, Ltd. will serve as the secondary contractor. 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 Office advised that while some of the services were provided in-house, not all of the services to be provided by the contractors were performed. The Office also advised that it does not have the personnel nor the equipment to complete the work in a timely manner.

The unit prices to be charged by each contractor are as follows:

	Lorenz, Inc. (Primary contractor)	Classic Lawn & Landscape, Ltd. (Secondary contractor)
Hourly Labor Rates (based on skill level)	\$24 to \$105	\$15.85 to \$120
Hourly Rates for Equipment Rental (based on type)	\$18 to \$45	\$20 to \$85
Mobilization - Hauling Equipment	\$80 each	\$80 each
Materials Mark-up	10%	13%

The contractors will also be paid for travel time (up to 1 hour each way to and from the job site).

The contracts commenced June 7, 2016 (Lorenz, Inc.) and June 14, 2016 (Classic Lawn & Landscape, Ltd.), continue until February 28, 2017, and may not 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 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 8½-month term. Compensation for both contractors combined may not exceed \$2,024,644 for the entire approximate 4-year and 11½-month term, including the renewal and extension periods. Specifically, compensation may not exceed \$1,935,001 for Lorenz, Inc. and \$2,024,644 for Classic Lawn & Landscape, Ltd. The Office advised that no services will be provided under either contract until after Council approval.

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. These two contractors were the only bidders to respond.

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

On July 5, 2016, the Council approved two approximate 5-year and 1-month contracts not to exceed \$1,092,631 combined, with Classic Lawn and Landscape, Ltd. (primary contractor) and Lorenz, Inc. (secondary contractor), to provide on-call landscaping services for routine maintenance (mowing, trimming, weeding, etc.). The Office advised that as of August 5, 2016, no costs have been incurred under either contract. In addition, on August 1, 2016, the Council approved a 5-year contract not to exceed \$726,409 with Classic Lawn and Landscape, Ltd. for irrigation systems maintenance and repair. The contract was effective May 1, 2016. The Office advised that as of August 19, 2016, no costs have been incurred 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....”

FMs-13 & 14 (2 Contracts)

Council District(s) 5

Department of Permits, Approvals and Inspections

**Overbrook Floodplain Properties –
321 Worthington Road and 808 Stevenson Lane**

The Administration is requesting approval of contracts to acquire two properties totaling approximately 0.65 acre for \$715,000. The properties are located in the Overbrook Floodplain in Towson. FM-13 is a contract with Michael T. Marion, for \$355,000, for property located at 321 Worthington Road (0.38 acre). FM-14 is a contract with Sharon A. Bernstein, f/k/a Sharon A. Hart, for \$360,000, for property located at 808 Stevenson Lane (0.27 acre). See Exhibits A and B.

Fiscal Summary

Funding Source	Combined Purchase Price	Notes
County ⁽¹⁾	\$ 715,000	⁽¹⁾ Capital Projects Fund.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 715,000</u>	

Analysis

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

321 Worthington Road (FM-13)

The 0.38-acre property to be acquired from Michael T. Marion is zoned DR 5.5 (Density Residential – 5.5 dwelling units/acre) and is improved with a detached two-story, Cape Cod style dwelling.

David B. Johns, staff appraiser, completed an appraisal of the property in March 2016, recommending a value of \$355,000. After review and analysis, S. David Nantz, review appraiser, concurred with the appraisal, recommending the amount as just compensation for the acquisition. The Department advised that the property owner accepted the County's offer.

808 Stevenson Lane (FM-14)

The 0.27-acre property to be acquired from Sharon A. Bernstein is mostly zoned DR 3.5 (Density Residential – 3.5 dwelling units/acre) with a small area zoned DR 5.5, and is improved with a detached two-story, Cape Cod style dwelling.

S. David Nantz, staff appraiser, completed an appraisal of the property in March 2016, recommending a value of \$360,000. After review and analysis, David B. Johns, review appraiser, concurred with the appraisal, recommending the amount as just compensation for the acquisition. The Department advised that the property owner accepted the County's offer.

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 Office of Budget and Finance, Property Management Division advised that the estimated razing cost for each property is \$18,000.

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 third and fourth, respectively, to be presented for Council approval. On July 5, 2016, the Council approved two contracts totaling \$750,000 to acquire property located at 317 Worthington Road (\$360,000) and 810 Stevenson Lane (\$390,000). The Department advised that the two remaining property owners have accepted the County's offers and the contracts are expected to be presented for Council approval on an upcoming agenda.

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

EXECUTIVE SUMMARY

PROGRAM TITLE:	Overbrook Floodplain Purchase
PROJECT NO.:	204-329-1553
FISCAL MATTER:	Contract of Sale
PROPERTY OWNER:	Michael T. Marion
PROPERTY INTEREST TO BE ACQUIRED:	16,660 sq. ft. – Total Take
LOCATION:	321 Worthington Road Towson, Maryland 21286
CONSIDERATION	\$355,000.00
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

EXECUTIVE SUMMARY

PROGRAM TITLE:	Overbrook Floodplain Purchase
PROJECT NO.:	204-329-1553
FISCAL MATTER:	Contract of Sale
PROPERTY OWNER:	Sharon A. Bernstein fka Sharon A. Hart
PROPERTY INTEREST TO BE ACQUIRED:	11,682 sq. ft. – Total Take
LOCATION:	808 Stevenson Lane Towson, Maryland 21286
CONSIDERATION	\$360,000.00
PURPOSE OF PROJECT:	Property owner has asked the County to purchase her 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

**MB-2 (Res. 83-16) PILOT
 MB-3 (Res. 84-16) Loan Approval**

Council District(s) 7

Mrs. Almond (By Req.)

Department of Planning

Lyon Homes Preservation LLC – PILOT and Loan

Resolution 83-16 authorizes the County to enter into a 10-year agreement with Lyon Homes Preservation LLC for stipulated payments-in-lieu-of-real-property-taxes (PILOT) in order to provide financial assistance for a mixed-income housing redevelopment project located at 411 New Pittsburg Avenue in Turner Station in Dundalk. As a companion matter, Resolution 84-16 authorizes the County to provide a 40-year, \$500,000 loan of federal CDBG funds to Lyon Homes Preservation LLC to partially fund the redevelopment project. See Exhibit A.

Fiscal Summary

Funding Source	Property Tax Reduction	County Loan	Notes
County	\$ 2,387,668 ⁽¹⁾	--	⁽¹⁾ Estimated net present value of property tax loss over the 10-year term of the PILOT agreement.
State	--	--	
Federal	--	\$ 500,000 ⁽²⁾	⁽²⁾ The County will provide a \$500,000 loan of federal CDBG funds. The loan will have a repayment period of 40 years with 3% interest.
Other	--	--	
Total	<u>\$ 2,387,668</u>	<u>\$ 500,000</u>	

Analysis

New Pittsburg Avenue, LLC currently owns the 242-unit Lyon Homes mixed-income rental housing complex located at 411 New Pittsburg Avenue in Turner Station in Dundalk. The Department advised that in November 2016, Lyon Homes Preservation LLC will acquire and begin the substantial rehabilitation of 118 units (9 one-bedroom units; 85 two-bedroom units; and 24

three-bedroom units). One hundred of these rehabilitated units, including 29 project-based voucher units for individuals with disabilities, will be reserved for households whose incomes do not exceed 80% of the area median income (\$69,360 for a 4-person household). (The Department advised that the complex's remaining 124 units may be rehabilitated in the future, depending on the availability of state financial assistance.)

Improvements to the approximately 100-year old units include:

- Renovation of interiors and exteriors to become certified lead-free housing;
- Installation of new kitchens and bathrooms;
- Installation of central HVAC systems;
- Installation of energy efficient appliances and upgraded windows and doors;
- Addition of washer/dryer hookups in each unit;
- Upgrades of electrical and plumbing systems;
- Improvements to the exterior facades, brick work, and porches;
- Construction of a new community center; and
- Expansion of landscaping and installation of community gardens and outdoor community spaces.

Construction is expected to begin in November 2016 and take 1 year to complete. The Department advised that vacant units will be renovated first in order to accommodate the temporary relocation of existing tenants.

Resolution 83-16 authorizes the County to enter into a 10-year PILOT agreement with Lyon Homes Preservation LLC effective July 1, 2018 with payments-in-lieu-of-taxes in the amount of \$200 per unit for the first 5 years, and increasing to \$300 per unit for the second 5 years. If the property is transferred or sold subject to the governing Declaration of Covenants and the PILOT agreement, the payments will increase by 4% per year. The PILOT agreement will reduce County real property tax revenue for the earlier of 10 years or as long as the developer continues to operate the facility as low-income housing. The PILOT agreement states that the property owner shall make annual payments at the end of each calendar year, and the tax payment shall be made prior to payment of any debt service on the property.

Estimated PILOT-generated revenue is \$261,762 less than the estimated County property tax revenue amount in the first year. PILOT-generated revenue is estimated to be a net present value amount of \$2,387,668 less than the County property tax amount over 10 years (assuming that payments are \$200 per unit in years 1-5 and \$300 per unit in years 6-10, the initial assessed value of the property is equal to the project cost of \$25,941,998, the property value is to increase by 3% per year, and the present-value discount rate equals 5% per year). Should the property no longer be used as low-income housing, all foregone County property taxes would accrue from the date of the change in usage.

The Annotated Code of Maryland, Tax-Property Article, Section 7-506.1 exempts certain subsidized rental housing projects from property taxation if the owner and governing body of the County agree to negotiated payments in lieu of real property taxes.

As a companion matter, Resolution 84-16 authorizes the County to provide a \$500,000, 40-year loan of federal CDBG funds to Lyon Homes Preservation LLC at 3% interest to partially fund the hard costs associated with the redevelopment.

The Department advised that the Administration will submit a notice to the Council via the 14-day grant review process to authorize the County to provide \$461,900 in federal HUD funds to Lyon Homes Preservation LLC to remediate the lead hazards in 100 of the renovated units. The Department advised that other funding sources will provide for lead remediation in the other 18 renovated units.

Estimated project costs total approximately \$25.9 million and will be financed as follows:

Federal Low Income Housing Tax Credits	\$ 14,475,000
M&T Realty Corporation FHA Loan	7,792,658
Maryland Department of Housing and Community Development Rental Housing Funds	2,000,000
Baltimore County CDBG Loan (federal funds)	500,000
Baltimore County Lead Safe Grant (federal funds)	461,900
Multifamily Energy Efficiency and Housing Affordability Program Weatherization Assistance Program Loan (State funds)	400,000
Developer Fee	312,440
Total	<u><u>\$ 25,941,998</u></u>



COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

Lyon Homes I (the "Project") located in Turner Station at 411 New Pittsburg Avenue, consists of the rehabilitation of 118 units of mixed-income rental housing and a community center through a mixed-financing structure. The Project includes 9 1-BR, 85 2-BR, 24 3-BR renovated units, including 12 units that meet the Uniform Federal Accessibility Standards ("UFAS"). Of these, 18 (15%) are market rate and 100 are affordable, including 29 project-based voucher units serving individuals with disabilities.

The renovation of Lyon Homes I will transform this important property into a mixed income community with lead-free, environmentally friendly and sustainable architecture, and much needed modern amenities and community space.

The purpose of this Resolution is to approve a ten (10) year PILOT to Lyon Homes Preservation, LLC in the initial amount of \$200.00 per unit per year (the "Tax Payment") for the first five years of the Pilot. If the Property is transferred or sold subject to the Declaration, the Tax Payment shall increase by four percent (4%) annually. In year six, the Tax Payment will increase to \$300.00 per unit. If the Property is transferred or sold, subject to the Declaration or the Agreement, it shall increase by four percent (4%) annually.

There is another Resolution being submitted for approval of the \$500,000 CDBG Loan described below.

Project Funding Structure:

Low Income Housing Tax Credit	\$ 14,475,000
Loan from M&T Realty Corporation	\$ 7,792,658
DHCD Rental Housing Funds	\$ 2,000,000
Baltimore County Loan (CDBG)	\$ 500,000
Baltimore County Lead Grant	\$ 461,900
MEEHA- WAP Energy Funds Loan	\$ 400,000
Developer Fee	\$ 312,440
Total Project Cost	\$ 25,941,998

County Funds will be used for hard cost(s) associated with the redevelopment of 118 rental units (the CDBG Loan), and the remediation of lead hazards in 100 of these units (the Lead Grant). At least 51% of the renovated units will be leased to households of Low /Mod Income (up to 80% of area median income). The identified rental units are approximately 100 years old and have experienced a high level of deterioration. Renovation of property and community spaces, including features such as:

- Renovation of interiors and exteriors to become certified lead free housing;
- Installation of new kitchens, bathrooms and interior features;
- Installation of central HVAC systems;
- Installation of energy efficient appliances as well as upgraded windows and doors;
- Addition of washer /dryer hookups within every residence;
- Upgrade of electrical service and plumbing to accommodate modern appliances /amenities;
- Renovation / improvement of the exterior façade, brick work and porches;



COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

- Creation of a community center to accommodate resident meetings, community /resident events, and resident activities;
- Installation of expanded landscaping and foundation planting; and
- Installation and maintenance of community gardens and outdoor community spaces.

The project will be the first substantial renovation of Lyon Homes since it was developed. This transformative project will improve community health and well-being by redeveloping Lyon Homes into a certified lead free community and will preserve the availability of quality affordable housing choices in Baltimore County, attracting new residents to Lyon Homes while also allowing current residents to remain and improve their housing opportunities.

Prepared by: Department of Planning

MB-4 (Res 85-16) Donation

Council District(s) All

Mrs. Almond (By Req.)

Office of Budget and Finance

Accept a Gift for the Emergency Communications Center (911 Center)

Resolution 85-16 authorizes the County to accept a monetary donation of up to \$41,999 from the Maryland Department of Public Safety and Correctional Services, Emergency Number Systems Board (ENSB) to purchase 28 ergonomically designed chairs for calltakers at the County’s back-up 9-1-1 Center in Hunt Valley (approximately \$1,500 per chair). The Office expects to have the new chairs by the end of December 2016; the new chairs will replace chairs that have been in use since 2005. The Office advised that the ENSB will pay the office equipment contractor (United Group, Inc.) directly.

The Office also advised that the various chair parts are warrantied for either 1, 3, 5, or 10 years; once the specific warranty periods expire, the County may incur minimal maintenance expenses.

This donation is contingent upon the availability of funds in the State’s 9-1-1 Trust Fund, which is financed by a state fee assessed on individual telephone bills, currently 25 cents per subscriber per month.

On May 26, 2016, the Council approved a similar resolution to accept a monetary donation of up to \$46,473 from the ENSB to purchase 31 ergonomically designed chairs for calltakers at the County’s primary 9-1-1 Center in Towson.

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

Resolution 85-16 will take effect from the date of its passage by the County Council.

MB-5 (Res 86-16) Donation**Council District(s) All**

Mrs. Almond (By Req.)

Office of Budget and Finance

Accept a Monetary Gift for the Emergency Communications Center (911 Center)

Resolution 86-16 authorizes the County to accept a monetary donation of up to \$4,006,536 from the Maryland Department of Public Safety and Correctional Services, Emergency Number Systems Board (ENSB) to provide 9-1-1 phone system enhancements that will allow the County's primary and back-up 9-1-1 Centers in Towson and Hunt Valley, respectively, to move toward Next Generation functionality, which includes the capabilities to receive mobile photographs, videos, and text messages in addition to standard voice transmissions. The Office advised that this initial phase of 9-1-1 phone system enhancements is expected to be completed by September 2017 and that the ENSB will pay the contractor (Unify, Inc.) directly.

The Office advised that current maintenance support costs for the 9-1-1 phone system total \$376,731 in FY 2017; however, the impact of the proposed system enhancements on annual maintenance costs has not been determined.

This donation is contingent upon the availability of funds in the State's 9-1-1 Trust Fund, which is financed by a state fee assessed on individual telephone bills, currently 25 cents per subscriber per month.

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

Resolution 86-16 will take effect from the date of its passage by the County Council.

MB-6 (Res. 87-16)**Council District 5**

Mr. Marks

Local Open Space Waiver Fees

Resolution 87-16 amends certain local open space waiver fees.

Waiver fee rates were last adopted in 2015 by Resolution 90-15. Since that time, the Council passed Bill 49-16 which, among other things, repealed the C.T. District of Towson and established a new Downtown Towson (D.T.) District, effective August 29, 2016.

Since Resolution 90-15 established waiver fee rates for the C.T. District of Towson, it is necessary to change those references to be the D.T. District. Resolution 87-16 effects the changes to those references. All other provisions of Resolution 90-15, including the rates themselves, remain unchanged.

Resolution 87-16 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: 7/21/16

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

**COUNCIL MEETING
DATE:** 9/6/16

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 9263 Taser International Inc. – Taser Cartridges, Street & Training, Police Department

Baltimore County Police Department is purchasing TASER 15 foot and 25 foot cartridges to replenish inventory.

As stated in Chief James Johnson's memo dated 4/21/16, TASER International has proprietary rights and are the only distributor of TASER Products. Taser International is the sole agent for these products.

Estimated Total: \$31,744.08
Award Date: 7/21/16

MA 3265 Indian River Equipment Co – CCTV, Parts and Repair, R.S. Technical

This is a five-year contract covering repair parts, component parts, and labor for R.S. Technical Sewer Equipment. As detailed in the justification memo signed by Edward Adams, Director of Public Works, dated February 3, 2016, Indian River Equipment is the only distributor authorized by R.S. Technical Services to sell and service R.S. Technical Equipment within the State of Maryland. Funds will be encumbered on Delivery Orders each fiscal year.

Estimated Annual Total: \$63,000.00
Award Date: 7/21/16

c: M. Field
T. Peddicord
L. Smelkinson

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

TO: Fred Homan
Administrative Officer **DATE:** 7/27/16

FROM: Keith Dorsey, Director  **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 9/6/16

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 9334 Baltimore Gas & Electric Co dba BGE – Rosewood Center – 10225 Jensen Lane

This purchase order represents relocation of distribution facilities on Rosewood Center, 10225 Jensen Lane Building. BGE owns the distribution facilities and is the only source for this relocation work.

Estimated Total: \$110,048.00
Award Date: 7/27/16

c: M. Field
T. Peddicord
L. Smelkinson

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

TO: Fred Homan
Administrative Officer

DATE: 8/1/16

FROM: Keith Dorsey, Director
Office of Budget & Finance

**COUNCIL MEETING
DATE:** 9/6/16

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 9395 Verizon – Verizon Relocation, Offutt Road at Liberty Road

As indicated in the Administrative Officer's memo dated July 12, 2016, Verizon will provide telephone utility relocation services at the Offutt Road at Liberty Road Project. Baltimore County is responsible for 50% of the project cost of \$56,526.00.

Estimated Total: \$28,263.00
Award Date: 8/1/16

PO 9368 Ti Training Corp – Judgmental Training System, Firearms, Police Dept.

The Baltimore County Police Department is purchasing a Judgmental Training System from Ti Training Corporation for the Training Section at the Dundalk Training Academy.

As stated in Chief James W. Johnson's memo dated May 3, 2016, this is an interactive video system used for judgmental use-of-force training that satisfies the standards of the Maryland Police and Correctional Training Commission (MPCTC).

The system will be used in the implementation and roll-out training for the Body Worn Camera (BWC) Program. Since BWC's will be integrated into existing police operations, they must be integrated into existing police training.

Consistency of practical training exercises across the agency are essential to this effort.

The first Ti Training Judgmental Training System was purchased via competitive bid and is currently in daily use at the Firearms Training Range.

The Training Staff have developed expertise and are certified with the system. Since the both locations (Training Academy and Firearms Academy) are under the management of the Training Section, they will be able to make use of the existing Ti System course material and simulated scenarios and will be able to leverage their existing system certification as well as their cumulative expertise for both systems.

Estimated Total: \$54,000.00
Award Date: 8/1/16

MA 1418 ESi Acquisition Inc. – Software Support/Maintenance – WebEOC Professional

This Master Agreement is for the software support / maintenance for Homeland Security and Emergency Management's WebEOC. This agreement was originally signed by the Administrative Officer on November 9th, 2009. It is for maintenance that does not exceed \$25,000.00 in any contract year. It is a sole source as ESi Acquisition Inc. is the only vendor that can offer maintenance and upgrades to WebEOC.

A routine audit of the file in order to process the renewal discovered the agreement with ESi Acquisition, Inc. was not reported as a non-competitive procurement.

Current Expenditure: \$78,775.60
Not to Exceed: \$152,718.00
(to include all renewals)
Award Date: 8/4/16

c: M. Field
T. Peddicord
L. Smelkinson

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

TO: Fred Homan
Administrative Officer

DATE: 8/5/16

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

**COUNCIL MEETING
DATE:** 9/6/16

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 9376 Delaware Elevator Inc. – Historic Courthouse, Removal Chair Lift Equipment,
Replace with ADA Incline Lift

As indicated in George Klunk's memo, approved by Keith Dorsey on 6/30/2016, the Garaventa wheelchair lift in the Historic Courthouse must be replaced. This is the only ADA access for Courtroom No. 5. Maintenance and repairs to the lift cannot be performed by the current elevator maintenance contractor, Otis Elevator, because Garaventa requires authorized dealers to service their equipment. The only Garaventa dealer in the mid-Atlantic region is Bedco, who has not been responsive in the past when the equipment goes out of service. Delaware Elevator has proposed to install a non-proprietary ADA lift which can be serviced by numerous companies, which will keep downtime to a minimum and ensure ADA accessibility to the courtroom.

Estimated Total: \$30,995.00
Award Date: 8/5/16

c: M. Field
T. Peddicord
L. Smelkinson