

**BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2018**

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*Issued: December 21, 2017*  
*Work Session: NONE*  
*Legislative Day No. 1: January 2, 2018*

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



OFFICE OF THE COUNTY AUDITOR



**BALTIMORE COUNTY COUNCIL**

**January 2, 2018**

**NOTES TO THE AGENDA**

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**BALTIMORE COUNTY COUNCIL AGENDA  
LEGISLATIVE SESSION 2018, LEGISLATIVE DAY NO. 1  
JANUARY 2, 2018 6:00 P.M.**

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

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

NONE

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

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

- 1 1. Contract – Harford Electrical Testing Company, Inc. – Maintenance/repair-voltage switchgear equipment, etc.-DPW
- 4 6. Contract – Nelson’s Landscaping-Plowing & Cleaning Services – Snow removal and deicing services - DPW

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

- 7 2. Contracts – (2) – Renovation/repair – tennis and basketball courts-various County-owned sites – OBF
- 11 3. Contract – Burns Septic Tank and Line Cleaning, Inc. – Pumping, clean out, disposal of sewage waste – OBF

**ANDREA VAN ARSDALE, DIRECTOR, DEPARTMENT OF PLANNING**

- 17 4. Contract – Adams & Associates, Inc. – Fair housing outreach and training services - DP
- 21 5. Contract – Baltimore Neighborhoods, Inc. – Fair housing discrimination testing/fair housing complaint & referral services-DP



**FM-1 (Contract)**

**Council District(s) All**

**Department of Public Works**

**Maintenance/Repair – Voltage Switchgear Equipment, Etc.**

The Administration is requesting approval of a contract with Harford Electrical Testing Company, Inc. to provide maintenance and repair services for low and medium voltage switchgear<sup>(1)</sup> equipment and motor control centers in the County’s pumping stations. The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$700,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

<sup>(1)</sup> In an electric power system, switchgear is the combination of electrical disconnect switches, fuses, or circuit breakers used to control, protect, and isolate electrical equipment.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 700,000	<sup>(1)</sup> Metropolitan District Operating Funds.
<b>State</b>	--	<sup>(2)</sup> Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 700,000</u> <sup>(2)</sup>	

**Analysis**

The contractor will provide all labor, equipment, materials, and incidentals necessary to clean, test, maintain, and repair low and medium voltage switchgear equipment and motor control

centers in 80 County pumping stations. Hourly rates are \$104 for preventive maintenance and testing and for repair services performed Monday through Friday, 7:00 a.m. through 5:00 p.m., and \$140 for repair services performed outside of normal business hours (Monday through Friday, 5:00 p.m. through 7:00 a.m., and on weekends and holidays). The markup for parts and materials is 15%.

The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days 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 \$700,000 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 through a competitive procurement process based on low bid from two bids received.

The Department advised that these services were previously performed on an emergency basis utilizing purchase orders; contracting for these services will eliminate the need for future emergency purchases.

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



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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**Vendor Name** – Harford Electrical Testing Co., Inc.

**Scope of Contract** – Provide maintenance and repair of low and medium voltage switchgear equipment and motor control centers in County owned pumping stations.

**Purpose** – The vendor selected will be responsible for annual inspections, testing, and certification of the medium and low voltage switchgears. They will also be responsible for breaker maintenance, testing and repair, and determining the type and extent of damage to pumps and whether those pumps should be repaired or replaced. The County may purchase replacement breakers from the vendor if repairs are not economical. In the past all switchgear repair services were performed as emergency justifications or confirming purchase orders. The creation of these contracts will eliminate the need for these emergency purchases in the future.

**Contract Value** – Not to exceed \$700,000 over the entire term of the contract, including renewals. The funds will come out the County Metro fund.

**Term** – 1 year with four one-year renewal options.

**Vendor Selection Method** – Competitive Bid and Low Bid. Bids received -

Harford Electrical Testing Company, Inc. - \$127,150.00  
Reuter & Hanney, Inc. - \$144,750.00

**FM-6 (Contract)**

**Council District(s) All**

**Department of Public Works**

**Snow Removal and Deicing Services**

The Administration is requesting approval of a contract with Nelson’s Landscaping-Plowing & Cleaning Services, Inc. to provide on-call snow removal and salt application services. The contract commenced November 1, 2017, continues through April 30, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract may be renewed for nine additional years (November 1 through April 30 constitutes a snow season). Compensation for this contract, together with all other contracts for these services, may not exceed the amount appropriated for snow removal and salt application services during the entire 9-year and 6-month term, including renewals. The contract amount is not reasonably estimable at this time.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Combined Maximum Compensation</b>
<b>County</b> <sup>(1)</sup>	*	*
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	* <sup>(2)</sup>	* <sup>(3)</sup>

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

<sup>(2)</sup> The hourly rate for the contractor is \$110 with no specified maximum compensation. The contract, together with all other contracts for these services, is limited in the aggregate to the amount appropriated for snow removal and salt application services. The contract amount is not reasonably estimable at this time.

<sup>(3)</sup> Maximum compensation, together with all other contracts for these services for the entire 9-year and 6-month term, including renewals, may not exceed the amount appropriated for snow removal and salt application services each year. The amounts are not reasonably estimable at this time.

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### Analysis

In accordance with the Department's snow removal plan, responsibility for most Priority 1 routes (i.e., roads with traffic volumes of at least 10,000 vehicles per day) will be assigned to contractors, allowing the County to focus its efforts on subdivision streets more quickly.

The contract commenced November 1, 2017, continues through April 30, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract may be renewed for nine additional years on the same terms and conditions, unless the County provides notice of non-renewal. A snow season begins November 1 and ends April 30. The contract does not establish a fixed dollar amount; rather, the contract provides that the compensation paid to all contractors providing snow removal and salt application services may not exceed the amount appropriated during the entire contract term. The Department advised that an estimated amount for the contract is undeterminable due to the unpredictable nature and timing of snow falls (i.e., density and depth of snow falls, number of snow falls occurring during the season). The County may terminate the agreement by providing 30 days prior written notice.

The FY 2018 budget for the Storm Emergencies Program totals \$9 million, including \$1.1 million for contractual snow removal services. As of December 20, 2017, the County's financial system indicated that \$982,182 has been expended under this program. The Department advised that FY 2017 snow removal expenditures totaled approximately \$5.8 million, including approximately \$2.4 million for contractual services.

The contractor will provide two 1-ton pick-up trucks with plows and spreaders at an hourly rate of \$110. The contractor will be paid based on the actual hours the equipment is in service, including up to 2 hours for travel time (1 hour each to and from the County highway shop). Additionally, the minimum work shift for any dispatched truck is 4 hours. The County will provide all rock salt for spreading on road surfaces.

The Office of Budget and Finance, Purchasing Division advised that the pricing and contract terms are based on similar contracts established by the State of Maryland. However, hourly rates may be changed at the time of each annual renewal based on the State rates in effect at that time. The State contract includes an additional incentive payment to the contractor after the snow season ends in the amount of \$500 per truck if the contractor was available and present for all snow events. The County's contracts also include this incentive payment.

In procuring these services, the Department requested and received a waiver of a sealed bid process from the Administrative Officer due to the competition with surrounding jurisdictions. Accordingly, the contractor was selected on a non-competitive basis.

For the 2017/2018 snow season, the Department advised that approximately 260 pieces of snow removal equipment (e.g., trucks, loaders, backhoes, and graders) are available from its Bureau of Highways and Equipment Maintenance and Bureau of Utilities, the Department of Recreation and Parks, the Department of Education, and the Office of Budget and Finance – Property Management Division. The County currently has contracts with 63 contractors, excluding this contractor, which provide approximately 324 pieces of equipment.

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

FM-2 (2 Contract Amendments)

Council District(s) All

Office of Budget and Finance

Renovation/Repair – Tennis and Basketball Courts

The Administration is requesting amendments to two contracts, with The American Asphalt Paving Company, LLC and American Tennis Courts, Inc., for continued renovation and/or repair services for basketball and tennis courts at various County-owned and/or operated sites. The proposed amendments increase the maximum compensation for both contracts combined by \$2,400,001, from \$459,547 to \$2,859,548, for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts commenced July 5, 2016.

Fiscal Summary

<b>Funding Source</b>	<b>Combined Contract Amendments</b>	<b>Combined Current Maximum Compensation</b>	<b>Combined Amended Maximum Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 2,400,001	\$ 459,547	\$ 2,859,548
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	\$ 2,400,001 <sup>(2)</sup>	\$ 459,547	\$ 2,859,548 <sup>(3)</sup>

<sup>(1)</sup> General Fund Operating Budget or Capital Projects Fund, depending on the nature of the work.

<sup>(2)</sup> Additional compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods.

<sup>(3)</sup> Maximum compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods.

Analysis

The contractors provide all labor, materials, tools, equipment, supervision, services and related items required to renovate and/or repair basketball and tennis courts at various County-owned

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and/or operated sites. The County is billed at unit prices in accordance with the type of work performed. Unit prices range from \$2 per square yard for seal coating over an existing surface to \$2,600 to remove and install a basketball post, post footings, backboard, and rim. The County intends to issue work equally to both contractors in a general rotation; however, the assignment of work is at the County's sole discretion.

The Office advised that the proposed contract amendments are necessary due to the number of aged courts that need to be resurfaced/repared; there are currently 48 courts that are scheduled for resurfacing, with estimated resurfacing/repair costs of \$50,000 each (see Exhibit A). The Office also advised that at this time it does not know of any additional courts that may need repair/renovation during the remaining contract term. The proposed amendments increase the maximum compensation for the two contracts combined by \$2,400,001, from \$459,547 to \$2,859,548, for the entire 5-year and 4-month term, including the renewal and extension periods. All other terms and conditions remain the same.

On July 5, 2016, the Council approved the original contracts with combined compensation not to exceed \$459,547 for the entire 5-year and 4-month term, including the renewal and extension periods. Additionally, compensation for American Tennis Courts, Inc. may not exceed \$340,025 for the entire contract term. The Office advised that as of December 21, 2017, expenditures/encumbrances under the contracts totaled \$108,579 for The American Asphalt Paving Company, LLC and \$195,127 for American Tennis Courts, Inc.

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 will also allow a price escalation for asphalt. The County may terminate the agreements by providing 30 days prior written notice.

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

On April 18, 2011, the Council approved similar 5-year and 4-month contracts with The American Asphalt Company, LLC and American Tennis Courts, Inc. not to exceed \$1,549,166 for both contractors combined. The County's financial system indicated that expenditures under these contracts totaled \$294,557 and \$154,055, respectively.

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...."

Project Title:	CD:
Catonsville Community Park - Multi-purpose Court Resurfacing	1
Chadwick ES - Multi-purpose Court Resurfacing	1
Maiden Choice ES - Multi-purpose Court Resurfacing	1
Riverview ES - Multi-purpose Court Resurfacing	1
Gwynvale Park - Multi-purpose Court Resurfacing	2
Bedford ES - Multi-purpose Court Resurfacing	2
Reisterstown ES - Multi-purpose Court Resurfacing	2
Winand ES - Multi-purpose Court Resurfacing	2
Powdermill Run Park - Multi-purpose Court Resurfacing	3
Powdermill Run Park - Tennis Court Resurfacing	3
Willow Grove Park - Multi-purpose Court Resurfacing	3
Sparks Park - Multi-purpose Court Resurfacing	3
Warren Place Park - Multi-purpose Court Resurfacing	3
Seminary Park - Multi-purpose Court Resurfacing	3
Carroll Manor ES - Multi-purpose Court Resurfacing	3
Carroll Manor ES - Tennis Court Resurfacing	3
Lutherville ES - Multi-purpose Court Resurfacing	3
Lutherville ES - Tennis Court Resurfacing	3
Pinewood ES - Multi-purpose Court Resurfacing	3
Pinewood ES - Tennis Court Resurfacing	3
Timonium ES - Multi-purpose Court Resurfacing	3
Hebbsville Annex - Multi-purpose Court Resurfacing	4
Carriage Hills Park - Multi-purpose Court Resurfacing	4
Campfield Early Learning Center - Multi-purpose Court Resurfacing	4
Cedermere ES - Multi-purpose Court Resurfacing	4
Deer Park ES - Multi-purpose Court Resurfacing	4
New Town ES - Multi-purpose Court Resurfacing	4
Overlook Park - Multi-purpose Court Resurfacing	5
Kingsville Park - Multi-purpose Court Resurfacing	5
Kingsville Park - Tennis Court Resurfacing	5
Carney ES - Multi-purpose Court Resurfacing	5
Cromwell Valley ES - Multi-purpose Court Resurfacing	5
Northeast Regional Center - Multi-purpose Court Resurfacing	6
Northeast Regional Center - Tennis Court Resurfacing	6
Harford Park - Multi-purpose Court Resurfacing	6
Linover Park - Multi-purpose Court Resurfacing	6
Loreley Community Center - Multi-purpose Court Resurfacing	6
Glenmar ES - Multi-purpose Court Resurfacing	6
Elmwood ES - Tennis Court Resurfacing	6
Loch Raven Academy - Multi-purpose Court Resurfacing	6
Fleming Community Center - Multi-purpose Court Resurfacing	7
Fleming Community Center - Tennis Court Resurfacing	7
Hawthorne/ Midthorne Park - Multi-purpose Court Resurfacing	7
Merrit Point Park - Multi-purpose Court Resurfacing	7
Battle Grove ES - Multi-purpose Court Resurfacing	7
Battle Grove ES - Tennis Court Resurfacing	7
Dundalk ES - Multi-purpose Court Resurfacing	7
Battle Monument Academy - Multi-purpose Court Resurfacing	7

**FM-3 (Contract)**

**Council District(s) All**

**Office of Budget and Finance**

**Pumping, Clean Out, Disposal of Sewage Waste**

The Administration is requesting approval of a contract with Burns Septic Tank and Line Cleaning, Inc. to provide on-call pumping and disposal services for County-owned and/or operated properties with septic containment or grease trap recovery systems. The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$103,108 for the entire 5-year and 4-month term, including the renewal and extension periods.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 103,108	(1) General Fund Operating Budget.
<b>State</b>	--	(2) Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 103,108</u> <sup>(2)</sup>	

**Analysis**

The contractor will provide all labor, supervision, materials, tools, fuel, equipment, trucks, and incidentals necessary to pump, clean out, and dispose of all sewage waste from County-owned and/or operated property containing a septic tank, dry well, cesspool, or any septic containment system or grease trap recovery system on an on-call basis. Services will be provided at various

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County locations, with the most frequent septic servicing required at the Loch Raven Fishing Center and Oregon Ridge Park, and the most frequent grease trap servicing required at the Westside Men's Shelter. See Exhibit A for a list of sites to be serviced. Septic tank and grease trap services will be billed at \$0.10 per gallon. The contractor will provide other systems-related services at the Animal Services facility and the Westside Men's Shelter with rates ranging from \$50 to \$150, depending on the type and frequency of service (e.g., monthly cleaning of effluent filters, annual inspection of trenches).

The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days 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 \$103,108 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 through a competitive procurement process based on low bid from two bids received.

On November 19, 2012, the Council approved a similar 5-year and 4-month contract not to exceed \$50,236 with Burns Septic Tank & Line Cleaning, Inc. On February 1, 2016, the Council approved an amendment to the contract that increased the compensation by \$50,732, to \$100,968, due to the additional septic system to be serviced at the County's Animal Service facility and for additional services at Oregon Ridge Park and the Loch Raven Fishing Center. This contract did not include grease trap services. The Office advised that upon discovering that grease trap services are needed for the new Westside Men's Shelter, a decision was made to include such services for other sites served by Burns Septic rather than procuring such services separately, via procurement card purchases. As of December 12, 2017, the County's financial system indicated that \$70,275 had been expended/encumbered 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....”

RFB #B-1178  
 REVISED LISTING  
 Septic Tank Grease Trap Pumping Disposal Services

<b>Septic Tanks</b>			
<b>Name and Address</b>	<b>Tank Capacity</b>	<b>Pumping Interval</b>	<b>Notes</b>
4th District Hwy 8 Clarks Lane Reisterstown, MD 21136	1,500 gallon	Yearly	<b>Property Management</b>
6th District Hwy 20046 Middletown Road Freeland, MD 21053	1,500 gallon	Yearly	<b>Property Management</b>
7th District Hwy 191213 Graystone Road White Hall, MD 21161	1,500 gallon	Yearly	<b>Property Management</b>
11th District Hwy 5239 Hydes Road Hydes, MD 21082	1,500 gallon	Yearly	<b>Property Management</b>
Ag Center 1114 Shawan Road Cockeysville, MD 21030	1 - 2,000 gallon 2 - 1,500 gallon	Yearly	<b>Recreation and Parks</b>
Animal Services 13800 Manor Road Baldwin, MD 21013	1 - 1,500 gallon 3 - 1,500 gallon	Yearly Monthly	1 tank back of main bldg; 3 tanks behind the kennel <b>Property Management</b>
Ballestone Mansion 21000 Page Road Essex, MD 21221	1,500 gallon	Yearly	<b>Recreation and Parks</b>
Ft. Howard Park 9400 North Point Road Fort Howard, MD 21052	2,000 gallon	Yearly	<b>Recreation and Parks</b>
Hydes Road Park 5607 Hydes Road Hydes, MD 21082	3 - 2,000 gallon	Yearly	<b>Recreation and Parks</b>
Jacksonville Community Center 3605 Sweet Air Road Jacksonville, MD 21131	1- 2,000 gallon 1 - 1,500 gallon	Yearly	<b>Property Management</b>
Kingsville Park 11700 Franklinville Road Kingsville, MD 21087	1 - 1,500 gallon	Yearly	<b>Recreation and Parks</b>
Loch Raven Fishing Center 12101 Dulaney Valley Road Towson, MD 21204	2 Holding Tanks, side by side	Depends on Seasonal Demands	Holding tanks only (2 side by side) pumped when close to full; in busy season, need weekly pump outs. <b>Recreation and Parks</b>
Merritt Point Park Dunmanway MD 21222	2,000 gallon	Yearly	<b>Recreation and Parks</b>

RFB #B-1178  
 REVISED LISTING  
 Septic Tank Grease Trap Pumping Disposal Services

<b>Septic Tanks</b>			
<b>Name and Address</b>	<b>Tank Capacity</b>	<b>Pumping Interval</b>	<b>Notes</b>
Oregon Ridge Lodge 13401 Beaver Dam Road Cockeysville, MD 21030	8 - 2,000 gallon	Depends on Seasonal Demands	Recreation and Parks
Oregon Ridge Nature Center 13401 Beaver Dam Road Cockeysville, MD 21030	1,500 gallon	Yearly	Recreation and Parks
Parkton Fire 18615 Middletown Road Parkton, MD 21120	1,500 gallon	Yearly	Property Management
Police Pistol Range 2001 Dulaney Valley Road Towson, MD 21204	2,000 gallon	Yearly	Property Management
Public Works Training Center 3101 Paper Mill Road Phoenix, MD 21131	1,500 gallon	Yearly	Property Management
Reisterstown Regional 401 Mitchell Drive Reisterstown, MD 21131	2 - 2,000 gallon	Yearly	Recreation and Parks
Sherwood House 2002 Cromwell Bridge Road Baltimore, MD 21234	2,000 gallon	Yearly	Recreation and Parks
Willow Grove / Nature Center 2174 Cromwell Bridge Road Baltimore, MD 21234	1,500 gallon	Yearly	Recreation and Parks
Hereford Library 16940 York Road Monkton, MD 21111	2,000 gallon	Yearly	Property Management
Therapeutic Riding Arena (Ag Center) 1114 Shawan Road Cockeysville, MD 21030	2000 gallon	Twice yearly	Property Management

Prepared by: Office of Budget and Finance

REVISED Grease Trap Buildings/Location			
Baltimore County Maryland			
11 Sites			
Building	Address	Location	Approx. Tank Size
Agricultural Center	1114 Shawn Rd, Cockeysville, MD 21030	Outside in the area next to Air Condition Units	1000 Gal
Arbutus Senior Center	855A Sulphur Spring Rd., Baltimore, MD 21222	Right rear side of the building	1000 Gal
Ateaze Senior Center	7401 Holabird Ave., Dundalk, MD 21222	Rear left corner of the building	1000 Gal
Edgemere Senior Center	6600 North Point Rd., Sparrows Point, MD 21219	Front right side of the building	1000 Gal
Jacksonville Senior Center	3605A Sweet Air Rd., Phoenix, MD 21131	Outside between building and car parking lot	1000 Gal
Oregon Ridge Dinner Theatre	13401 Beaver Dam Rd., Cockeysville, MD 21030	Out front by the main entrance	1000 Gal
Oregon Ridge Lodge	13401 Beaver Dam Rd., Cockeysville, MD 21030	Behind the kitchen outside of Sequoia Room	1000 Gal
Richards Building	10225 Jensen Ln., Owings Mills, MD 21117	North side of the building by the loading dock	1000 Gal
Sollers Point Community Center	323 Sollars Point Rd., Dundalk, MD 21222	Rear of the building behind the Kitchen	1000 Gal
Eastern Family Resource Center	9100 Franklin Square Drive, Baltimore, MD 21237	Rear of the building behind the Kitchen	2,000 Gal
Detention Center	720 Bosley Ave., Towson, MD 21204	Rear of the building by loading dock (in a secure area, and must be pumped Monday-Friday between 8:00 AM - 2:00 PM, excluding County holidays)	1000 Gal
West Side Men's Shelter	5 Redwood Circle, Bldg. 309, Catonsville, MD 21228	Location	Approx Tank
Grease Recovery System	Every 2 Months/6 Times per Year	left side of building outside by kitchen area	2000 Gal
The Pit-Grinder Pump Vault	Every Month/12 Times per Year	left side of building outside by kitchen area	2000 Gal

Prepared by: Office of Budget and Finance

**FM-4 (Contract)**

**Council District(s) All**

**Department of Planning**

**Fair Housing Outreach and Training Services**

The Administration is requesting approval of a contract with Adams & Associates CPA, LLC to provide fair housing outreach and training services. The contract commenced July 1, 2017, continues through January 30, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2018 and will automatically renew for three additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$85,000 for the initial 1-year term (\$60,000 for outreach services and \$25,000 for training services) and \$340,000 for the entire 4-year and 3-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 85,000	\$ 340,000
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 85,000</u> <sup>(2)</sup>	<u>\$ 340,000</u> <sup>(3)</sup>

<sup>(1)</sup> General Fund Operating Budget–Organization Contributions, General Grant Program.

<sup>(2)</sup> Estimated compensation for the initial 1-year term. Compensation may not exceed the amount appropriated for these services.

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

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### Analysis

The Department advised that as a federal Community Development Block Grant recipient, the County is obligated to affirmatively further fair housing (i.e., housing choices for low-income families) through encouraging fair housing opportunities throughout the County and broadening community participation in the process. The Department further advised that there are four components to affirmative fair housing services: fair housing outreach, fair housing training, fair housing discrimination testing, and fair housing complaint and referral. The Department advised that the County is required to fund these fair housing activities in accordance with the U.S. Department of Housing and Urban Development – Baltimore County Voluntary Conciliation Agreement and the County's FY 2017 – FY 2021 Consolidated Plan.

Under this agreement, the contractor is to provide fair housing outreach and training services. The Department advised that outreach services include producing, disseminating, and providing analytics for materials promoting a sustained public information campaign with the purposes of: establishing fair housing community partnerships on behalf of the County; highlighting fair housing history, policy, education, advocacy, and "best practices;" eliminating impediments to fair housing; and affirmatively furthering fair housing opportunities throughout the County via print and social media. The Department further advised that the contractor is to design, coordinate, conduct, analyze, and report training efforts in order to create a knowledgeable and accountable network of fair housing stakeholders.

FM-5 on this agenda is a contract with Baltimore Neighborhoods, Inc. to perform the fair housing discrimination testing and fair housing complaint and referral services.

The contract commenced July 1, 2017, continues through January 30, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2018 and will automatically renew for three 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. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$85,000 for the initial 1-year term (\$60,000 for outreach services and \$25,000 for training services) and \$340,000 for the entire 4-year and 3-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 negotiation process after no bids were received in response to the Request for Proposal.

The Department advised that as of December 13, 2017, expenditures under the contract totaled \$24,999 and that the contractor was informed that it was not authorized for any costs incurred over \$25,000 without Council approval. The total cost for services incurred prior to Council approval is unknown; an amount in excess of \$25,000 would constitute a violation of County Charter, Section 715.

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



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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ADAMS & ASSOCIATES, CPA, LLC

The Baltimore County Department of Planning seeks County Council approval of a contract to retain the services of Adams & Associates, CPA, LLC to perform fair housing outreach and training services throughout the County. Needs pertinent to these services have been deemed a requirement under the 2011 Analysis of Impediments, the 2016 HUD-Baltimore County Voluntary Conciliation Agreement and the Baltimore County Fiscal Year 2017 to 2021 Consolidated Plan to ensure that the County is upholding its obligation as a Community Development Block Grant (CDBG) recipient to affirmatively further fair housing.

In 2016 the Baltimore County Division of Purchasing, with guidance from Planning, issued a request for proposals (RFP) for Affirmative Fair Housing ("AFH") services with the aim of promoting and encouraging affirmative fair housing opportunities throughout the County and broadening meaningful community participation around the process. The AFH services include fair housing outreach, fair housing training, fair housing discrimination testing, and fair housing complaint & referral. The Purchasing Division made two proposals responsive to the RFP available to an evaluation committee, which included staff from the Departments of Planning, Purchasing and Law. The evaluation committee, after appropriate deliberations, selected Adams & Associates, CPA, LLC to perform two of the four RFP components as listed per the scopes at a price of \$85,000.00.

The scope of the fair housing outreach services requires the contractor to produce, disseminate and provide analytics for materials promoting a sustained public information campaign with the purpose of: establishing fair housing community partnerships on behalf of the County; highlighting fair housing history, policy, education, advocacy, "best practices"; eliminating impediments to fair housing; and affirmatively furthering fair housing opportunities throughout the County via print and social media.

The scope of the Fair Housing Training services require the contractor to design, coordinate, analyze and report training efforts with an accurate accounting of individual attendees, venues and other relevant demographic information. The purpose of the activity is to support the County's objective of creating a more knowledgeable and accountable network of fair housing stakeholders committed to increasing housing choice for low-income families. In addition, the effort seeks to increasing knowledge of techniques for affirmatively furthering fair housing, implementing lessons learned from nationally recognized models of fair housing "best practices", and the larger societal benefits of developing economically and racially diverse housing communities.

Prepared by: Department of Planning

**FM-5 (Contract)**

**Council District(s) All**

**Department of Planning**

**Fair Housing Discrimination Testing/Fair Housing Complaint & Referral Services**

The Administration is requesting approval of a contract with Baltimore Neighborhoods, Inc. to provide fair housing discrimination testing and complaint and referral services. The contract commenced July 1, 2017, continues through January 30, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2018 and will automatically renew for three additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$65,000 for the initial 1-year term (\$50,000 for testing services and \$15,000 for complaint and referral services) and \$260,000 for the entire 4-year and 3-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 15,000	\$ 60,000
<b>State</b>	--	--
<b>Federal</b> <sup>(2)</sup>	50,000	200,000
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 65,000</u> <sup>(3)</sup>	<u>\$ 260,000</u> <sup>(4)</sup>

<sup>(1)</sup> General Fund Operating Budget—Organization Contributions, General Grant Program.

<sup>(2)</sup> U.S. Department of Housing and Urban Development, Community Development Block Grant funds.

<sup>(3)</sup> Estimated compensation for the initial 1-year term. Compensation may not exceed the amount appropriated for these services.

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

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### Analysis

The Department advised that as a federal Community Development Block Grant recipient, the County is obligated to affirmatively further fair housing (i.e., housing choices for low-income families) through encouraging fair housing opportunities throughout the County and broadening community participation in the process. The Department further advised that there are four components to affirmative fair housing services: fair housing outreach, fair housing training, fair housing discrimination testing, and fair housing complaint and referral. The Department advised that the County is required to fund these fair housing activities in accordance with the U.S. Department of Housing and Urban Development – Baltimore County Voluntary Conciliation Agreement and the County's FY 2017 – FY 2021 Consolidated Plan.

Under this agreement, the contractor is to provide fair housing discrimination testing and complaint and referral services. The contractor is to design, coordinate, analyze, and report on testing, measuring the quality, quantity, and content of information and customer service provided to potential renters and homebuyers by random County housing providers. The contractor also is to coordinate, investigate, analyze, and report on complaints and referrals received from County residents.

FM-4 on this agenda is a contract with Adams & Associates CPA, LLC to perform the fair housing outreach and training services.

The contract commenced July 1, 2017, continues through January 30, 2018, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2018 and will automatically renew for three 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. Compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$65,000 during the initial 1-year term (\$50,000 for testing services and \$15,000 for complaint and referral services) and \$260,000 for the entire 4-year and 3-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 negotiation process after no bids were received in response to the Request for Proposal. The Department advised that previously the County

granted funds for similar fair housing activities (as opposed to contracting for services); most recently, the County provided a \$95,691 grant to Baltimore Neighborhoods, Inc. for FY 2016.

The Department advised that as of December 18, 2017, the contractor has submitted three invoices totaling approximately \$16,250 (for July through September, each invoice for \$5,417). The total cost for services incurred prior to Council approval is unknown; an amount in excess of \$25,000 would constitute a violation of County Charter, Section 715.

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



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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The Baltimore County Department of Planning seeks County Council approval of a contract to retain the services of Baltimore Neighborhoods, Inc. to perform fair housing discrimination testing, and fair housing complaint & referral services throughout the County. Needs pertinent to these services have been deemed a requirement under the 2011 Analysis of Impediments, the 2016 HUD-Baltimore County Voluntary Conciliation Agreement and the Baltimore County Fiscal Year 2017 to 2021 Consolidated Plan to ensure that the County is upholding its obligation as a Community Development Block Grant (CDBG) recipient to affirmatively further fair housing.

In 2016 the Baltimore County Division of Purchasing, with guidance from Planning, issued a request for proposals (RFP) for Affirmative Fair Housing ("AFH") services with the aim of promoting and encouraging affirmative fair housing opportunities throughout the County and broadening meaningful community participation around the process. The AFH services include fair housing outreach, fair housing training, fair housing discrimination testing, and fair housing complaint & referral. The Purchasing Division made two proposals responsive to the RFP available to an evaluation committee, which included staff from the Departments of Planning, Purchasing and Law. The evaluation committee. After appropriate deliberations, selected Baltimore Neighborhoods, Inc. to perform two of the four RFP components as listed per the scopes at a price of \$65,000.00.

The scope of the fair housing testing services requires the contractor to design, coordinate, analyze and report on testing measuring the quality, quantity, and content of information and customer service given to potential renters, home buyers, etc. by random housing providers in Baltimore County using the most expanded list of protected classes under federal, state and local fair housing law.

The scope of the fair housing complaint & referral services require the contractor to coordinate, investigate, analyze and report on complaints and referrals received from Baltimore County residents.

Prepared by: Department of Planning