

MINUTES**REGULAR MEETING**

Honorable Bernard C. "Jack" Young, President
Honorable Catherine E. Pugh, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Rudolph S. Chow, Director of Public Works
Andre M. Davis, City Solicitor
S. Dale Thompson, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning. The October 18, 2017, meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiencies of these hearings, persons who are disruptive to the hearing will be asked to leave the hearing room immediately. Meetings of the Board of Estimates are open to the public for the duration of the meeting. The hearing room must be vacated at the end of the meeting. Failure to comply may result in a charge of trespassing. I want to direct the Board members attention to the memorandum from my office dated October 16, 2017, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

MINUTES

City Solicitor: "Mr. President, I move approval of all items."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed, NAY. The Motion carries. The routine agenda has been adopted."

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MINUTES**BOARDS AND COMMISSIONS**1. Prequalification of Contractors

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on November 21, 2016, the following contractors are recommended:

Allec, LLC	\$ 1,500,000.00
Bosley Construction, Inc.	\$ 1,500,000.00
Moretrench American Corporation	\$719,350,000.00
Piping & Corrosion Specialties, Inc.	\$ 8,000,000.00
R & R Contracting Utilities, Inc.	\$ 1,500,000.00
Rommel Construction, LLC	\$ 1,500,000.00
Solara Flooring Group, Inc.	\$ 1,500,000.00

2. Prequalification of Architects and Engineers

In accordance with the Resolution Relating to Architectural and Engineering Services, as amended by the Board on June 29, 1994, the Office of Boards and Commissions recommends the approval of the prequalification for the following firms:

Constellation Design Group, Inc.	Engineer
Mott MacDonald, LLC	Engineer
Proffitt & Associates Architects, P.C.	Architect
Schnabel Engineering, LLC	Engineer

MINUTES**BOARDS AND COMMISSIONS** - cont'd

There being no objections, the Board, UPON MOTION duly made and seconded, approved the prequalification of contractors and architects and engineers for the listed firms. The Comptroller **ABSTAINED** on (item no. 1) Allec, LLC only.

MINUTES

Space Utilization Committee - 1st Amendment to Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the 1st Amendment to Lease Agreement (1st Amendment) with 2655 Matthews, LLC, Lessor, for the rental of a portion of the property known as 601 E. 27th Street, consisting of approximately 24,100 square feet. The First Amendment will renew and extend the Lease Agreement through February 28, 2028.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly</u>
1	\$151,788.36	\$12,649.03
2	\$156,342.00	\$13,028.50
3	\$161,032.32	\$13,419.36
4	\$165,863.28	\$13,821.94
5	\$170,839.20	\$14,236.60

Extension:

1	\$174,255.98	\$14,521.33
2	\$177,741.10	\$14,811.76
3	\$181,295.92	\$15,107.99
4	\$184,921.84	\$15,410.15
5	\$188,620.28	\$15,718.36

Account: 1001-000000-2041-716600-603096

BACKGROUND/EXPLANATION:

On February 3, 2013 the Board approved the original agreement with 2655 Matthews, LLC, Lessor. The original term of the agreement is for five years commencing February 13, 2013 and terminating February 28, 2018, with the an option to renew for an additional five year term. The 1st Amendment to Lease Agreement will extend the term of the lease through February 28, 2028.

MINUTESSpace Utilization Committee - cont'd

The Leased Premises will be used by the Baltimore City Police Department, Evidence Control Unit to use as storage and office space.

The Landlord will install lighting in the area of the Leased Premises and has provided approximately 400 units of shelving installed during the original term at no cost to City.

The Lessor will also make repairs to existing fixtures, repair and/or replace the heating units in the warehouse and will install air conditioning in the Leased Premises so that the Leased Premises are climate controlled. The climate control is necessary for preserving DNA and other evidence. The Lessor agrees to permit the Baltimore City Department of General Services to perform quarterly maintenance for the HVAC units installed in the Leased Premises.

All other rentals, conditions, and provisions of the Lease Agreement dated February 6, 2013 will remain in full force and effect.

The Space Utilization Committee approved this 1st Amendment to Lease Agreement on September 26, 2017.

APPROVED FOR FUNDS BY FINANCE

MINUTESSpace Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the 1st Amendment to Lease Agreement with 2655 Matthews, LLC, Lessor, for the rental of a portion of the property known as 601 E. 27th Street, consisting of approximately 24,100 square feet.

MINUTES

Department of Housing and - Community Development
Community Development Block Grant - 43 Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Community Development Block Grant - 43 (CDBG) Agreement with the Community Law Center, Inc. (CLC). The period of the CDBG Agreement is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$81,300.00 - 2089-208918-5930-423629-603051

BACKGROUND/EXPLANATION:

Under the terms of this CDBG Agreement, the CLC will provide free legal services, workshops, and brief legal advice clinics to community-based organizations that serve low- and moderate-income areas of Baltimore City. Legal services and workshops will be provided to address such issues as drug nuisances, illegal dumping, and the elimination of vacant properties causing blight.

On June 28, 2017 the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2017 Annual Action Plan for the following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME
3. Emergency Solutions Grant (ESG)
4. Housing Opportunities for Persons with AIDS (HOPWA)

MINUTES

DHCD - cont'd

Upon approval of the resolution and submission of the Annual Action Plan to HUD on July 14th, 2017, the DHCD's Contracts Section began negotiating and processing the CDBG Agreements as outlined in the Plan effective July 1, 2017 and beyond. Consequently, this Agreement was delayed due to final negotiations and processing.

MBE/WBE PARTICIPATION:

FOR FY 2018, THE MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$22,345.00, AS FOLLOWS:

MBE: \$6,033.15

WBE: \$2,234.50

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Community Development Block Grant - 43 Agreement with the Community Law Center, Inc.

MINUTESDepartment of Transportation (DOT) - Developers' Agreements

The Board is requested to approve and authorize execution of the various Developers' Agreements.

	<u>DEVELOPER</u>	<u>NO.</u>	<u>AMOUNT</u>
1.	THE JOHNS HOPKINS UNIVERSITY	1519	\$63,418.00

The Johns Hopkins University would like to upgrade an existing water service in the vicinity of their renovation to 3339 North Charles Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

An Irrevocable Letter of Credit in the amount of \$63,418.00 has been issued to The Johns Hopkins University, which assumes 100% of the financial responsibility.

2.	UNIVERSITY WEST, LIMITED PARTNERSHIP	1520	\$27,600.00
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University West, Limited Partnership would like to install new utilities to their proposed new building located in the vicinity of 106 West University Parkway. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$27,600.00 has been issued to University West, LP, which assumes 100% of the financial responsibility.

3.	INDEPENDENCE ENTERPRISES III, LLC	1536	\$17,500.00
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Independence Enterprises III, LLC, would like to install new water service to its proposed new building located at 4101

MINUTES

DOT - cont'd

Old York Road, Unit 3. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$17,500.00 has been issued to Independence Enterprises III, LLC which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for the projects. Therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Developers' Agreements.

MINUTES

Department of Transportation - Minor Privilege Permit Applications

The Board is requested to approve the following applications for a Minor Privilege Permit. The applications are in order as to the Minor Privilege Regulations of the Board and the Building Regulations of Baltimore City.

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1.	39 E. Cross Street	TMC Development, LLC	A-Frame sign 3' x 2'
	\$ 58.20 - Flat Charge		
2.	1016 N. Charles Street	Ten Fourteen-Ten Eighteen	A-Frame sign 3' x 2'
	\$ 58.20 - Flat Charge		
3.	3206 Eastern Avenue	Eastern Discount Liquors, Inc.	One single face electric sign 12' x 3' sq. ft., one double face non-illuminated sign 21.96 sq. ft.
	\$536.60 - Flat Charge		
4.	418 S. Clinton Street	418 South Clinton, LLC	Outdoor seating 10' x 4'
	\$337.50 - Annual Charge		

Since no protests were received, there are no objections to approval.

There being no objections, the Board, UPON MOTION duly made and seconded, approved the minor privilege permits.

MINUTES

TRANSFERS OF FUNDS

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UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

4350 - 4351

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

The President voted **NO** on item no. 1.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of General Services</u>		
1. \$1,800,000.00	9916-910932-9194	9916-911932-9197
1 st Parks & Public	Eastern Health	Eastern Health
Facilities Loan	Clinic Relocation	Clinic Relocation
	- (Reserve)	- (Active)

This transfer will provide funds to the Department for the Eastern Health Clinic interior renovations and all associated in-house costs. The renovations will include electrical upgrades, a new fire alarm system, data network, built-in reception desk, furniture, and new LED lighting. The previous Eastern Health Center is outdated, inaccessible, and no longer adequately serves the public's needs. The building at 1200 E. Fayette Street will be renovated in order to serve as the clinic for the east side.

Baltimore Development Corporation

2. \$ 1,200.00	9910-914022-9600	9910-906835-9603
1 st Comm. EDF	Constr. Res. WS	Westside Project
	Historic Prop	Initiative
	Stab.	
32,495.57	9910-913990-9600	9910-921101-9601
23 rd EDF	Constr. Res.	Comm. Revitalization
	Comm. Revital-	
	ization	
32,947.79	9910-902873-9600	9910-911103-9601
24 th EDF	Constr. Res.	Brownfield
	Brownfield	Incentive Fund
	Incentive Fund	

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Baltimore Development Corporation - cont'd</u>		
7,630.00 <u>24th EDF</u>	9910-908040-9600 Constr. Res. Business Park Main/Upgrades	9910-903361-9601 Business Park Upgrades
\$74,273.36		
This transfer will provide funds to reimburse Baltimore Development Corporation for eligible capital expenses for the month ending August 31, 2017.		
3. \$ 8,099.70 22 nd EDF	9910-903354-9600 Constr. Res. W. Balto. Ind. & Coml.	9910-907104-9601 W. Balto. Ind. & Coml.
7,500.00 23 rd EDF	9910-913990-9600 Constr. Res. Comm. Revital- ization	9910-921101-9601 Comm. Revitalization
12,601.98 24 th EDF	9910-902873-9600 Constr. Res. Brownfield Incentive Fund	9910-906105-9601 E. Balto. Ind. & Coml.
1,189.00 <u>24th EDF</u>	9910-908040-9600 Constr. Res. Business Park Main/Upgrades	9910-903361-9601 Business Park Upgrades
\$29,390.68		
This transfer will provide funds to reimburse Baltimore Development Corporation for eligible capital expenses for the month ending July 31, 2017.		

MINUTES

Parking Authority of - Parking Facility Rate Adjustments
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve an adjustment to the transient rates and the monthly rate at the City-owned Arena Garage that is managed by the PABC. The Parking Facility Rate Adjustment is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The PABC is charged with managing the City of Baltimore's parking assets. Proper stewardship of those assets requires that the PABC realize the best possible return on the City's parking investments.

Pursuant to Article 31, §13(f)(2) of the Baltimore City Code, subject to the approval of the Board of Estimates, the PABC may set the rates for any parking project. The PABC believes that a rate adjustment at this parking facility is warranted at this time.

To bring the transient rates and monthly rate charged at the Arena Garage in line with its surrounding facilities, the PABC staff developed the rate adjustment recommendation submitted hereto. This rate adjustment was unanimously approved by the PABC Board of Directors.

MINUTESPABC - cont'd

Arena Garage Transient and Monthly Rate Adjustments			
Rate to be Adjusted	Current Rate	Proposed Rate	Date of Last Adjustment
1 hour rate	\$ 8.00	\$ 9.00	March 2015
2 hour rate	\$ 11.00	\$ 12.00	March 2015
Monthly rate	\$165.00	\$170.00	August 2015

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the adjustment to the transient rates and the monthly rate at the City-owned Arena Garage that is managed by the PABC.

MINUTES

Parking Authority of - Parking Facility Rate Adjustments
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve an adjustment to the transient rates at the City-owned Baltimore Street Garage that is managed by the PABC. The Parking Facility Rate Adjustment is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The PABC is charged with managing the City of Baltimore's parking assets. Proper stewardship of those assets requires that the PABC realize the best possible return on the City's parking investments.

Pursuant to Article 31, §13(f)(2) of the Baltimore City Code, subject to the approval of the Board of Estimates, the PABC may set the rates for any parking project. The PABC believes that a rate adjustment at this parking facility is warranted at this time.

To bring the transient rates charged at the Baltimore Street Garage in line with its surrounding facilities, the PABC staff developed the rate adjustment recommendation submitted hereto. This rate adjustment was unanimously approved by the PABC Board of Directors.

MINUTESPABC - cont'd

Baltimore Street Garage Transient Rate Adjustments			
Rate to be Adjusted	Current Rate	Proposed Rate	Date of Last Adjustment
4-12 hour rate	\$18.00	\$20.00	February 2016
13-24 hour rate	\$19.00	\$21.00	February 2016

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the adjustment to the transient rates at the City-owned Baltimore Street Garage that is managed by the PABC.

MINUTES

Mayor's Office of Human Services - Provider Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2017 through June 30, 2018, unless otherwise indicated.

1. **THE BALTIMORE STATION, INC.** **\$ 54,000.00**

Account: 5000-529118-3572-766000-603051

The Baltimore Station, Inc. will use the funds to provide shelter and support services to the homeless men of the City of Baltimore in its Baker Street Station program, located at 1611 Baker Street in Baltimore City. The Baltimore Station, Inc. will serve 92 men over a year.

The agreement is late because of a delay in receiving the State grant award notice.

2. **THE BALTIMORE STATION, INC.** **\$144,000.00**

Account: 5000-529118-3572-766700-603051

The Baltimore Station, Inc. will use the funds to provide shelter and support services to homeless men of the City of Baltimore in its Baker Street Station program and its South Baltimore Station program, located at 140 W. West Street in Baltimore City. The Baltimore Station, Inc. will serve 180 men over a one year period.

The agreement is late because of a delay in receiving the State grant award notice.

MWBOO GRANTED A WAIVER.

3. **PRAENDEX MIDLANTIC, LLC** **\$ 27,700.00**

Account: 4000-486318-1772-452200-603051

Praendex Midlantic, LLC will provide professional develop-

MINUTES

Mayor's Office of Human Services - cont'd

ment opportunities for staff, in accordance with the requirements set forth in Head Start Performance Standards 1302.92 (b)(1) Training and Professional Development; including workshops, unlimited use of the PI Predictive Index Behavioral Assessment, Job Assessment, PI Software and support from the PI Consultant. Praendex Midlantic, LLC will also provide all necessary reports based on all services provided. The period of the agreement is October 1, 2017 through June 30, 2018.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements.

MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the following Agreements.

1. **PLANNED PARENTHOOD OF MARYLAND, INC.** **\$150,000.00**

Account: 4000-480618-3080-279200-603051

The organization will provide services for the U-Choose Evidence-Based Teen Pregnancy Prevention Program. The organization will serve as the lead for the implementation of the Seventeen Days curriculum within the project's clinic settings and implement the Seventeen Days curriculum within its Baltimore City Clinic. The period of the agreement is July 1, 2017 through June 30, 2018.

This agreement is late because of delays in the administrative review process.

MWBOO GRANTED A WAIVER.

2. **PACT: HELPING CHILDREN WITH SPECIAL NEEDS, INC.** **\$ 46,124.00**

Account: 4000-427118-3080-294300-603051

The organization will provide Service Coordination services for the Baltimore Infants and Toddlers Program. The services will include assisting children from birth to three years of age who are suspected of having developmental delay(s) and their families in accessing a full range of early intervention services and/or creating linkages with community agencies and institutions. The period of the agreement is July 1, 2017 through June 30, 2018.

The Agreement is late because the Grant Award from the Maryland State Department of Education was approved late in the fiscal year.

MINUTES

Health Department - cont'd

3. **PACT: HELPING CHILDREN WITH SPECIAL NEEDS, INC.** **\$ 58,419.00**

Account: 4000-427118-3080-294300-603051

The organization will coordinate services with the Baltimore Infants and Toddlers Program for Autism Classroom services for children served by its program. The period of the agreement is July 1, 2017 through June 30, 2018.

The Agreement is late because the grant award was received late in the fiscal year and was further delayed because of budget revisions.

MWBOO GRANTED A WAIVER.

4. **LIVING CLASSROOMS FOUNDATION, INC.** **\$350,000.00**

Account: 1001-000000-3160-520900-603051

The organization will provide for Safe Streets East program services. The services will focus on methods to stop or, if that is not possible, reduce the shootings and killings occurring in and around Baltimore City Post(s) 221. The site will focus on what has shown to be most effective in reducing shootings and homicides in Baltimore mediations. The site will utilize a team of Violence Interrupters to sustain previous efforts to eradicate violence. The period of the agreement is July 1, 2017 through June 30, 2018.

This Agreement is late because of delays in the administrative review process.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

5. **NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS** **\$40,000.00**

Account: 6000-602017-3080-288900-404001

The organization awarded the Baltimore City Health Department (BCHD) a Sub-award Agreement for services to enhance the programmatic activities of the grant titled "Health Is Power Campaign Toolkit Implementation and Evaluation" (Health Is Power). Health Is Power is designed to promote sexual health among young heterosexual African American men, ages 18-30, using a positive, empowering, and community-focused approach. It was developed based on formative, concept, and message-testing research with members of the target audience. The objective of Health Is Power is to promote positive sexual health behaviors through a multi-phased campaign with messaging around 1) increased condom use; 2) healthy relationships; 3) STD prevention; and 4) open partner communication. The period of the Sub-award Agreement is July 1, 2017 through June 30, 2018.

The Sub-award Agreement is late because of delays in the administrative review process.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTIONS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Agreements. The President

ABSTAINED on item no. 4.

MINUTES

Health Department - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Agreement with the Maryland Community Health Resources Commission (MCHRC). The period of the Grant Agreement is May 1, 2017 through April 30, 2019.

AMOUNT OF MONEY AND SOURCE:

\$150,000.00 - 6000-618517-3001-268400-405001

BACKGROUND/EXPLANATION:

The Grant entitled "Supplemental Nutrition Assistance Program (SNAP) 7 Healthy Stores" will support the Baltimarket Food Access Program.

The SNAP 7 Healthy Stores will expand the successes of the Baltimarket Healthy Stores Program, quadrupling the program's reach while helping corner stores maintain SNAP authorization and providing job opportunities to Baltimore City youth.

This grant award will fund services that support corner stores in Baltimore City in selling healthier food through training, advertising, promotion by local youth trained and hired as nutrition educators and infrastructure.

The Grant Agreement is late because the award was recently received from the grantor.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with the Maryland Community Health Resources Commission.

MINUTES

Health Department - Revised Notice of Award and
Cooperative Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Revised Notice of Award (NOA) and Cooperative Agreement from the Department of Health and Human Services, Centers for Disease Control and Prevention.

AMOUNT OF MONEY AND SOURCE:

\$436,647.00 - 4000-484817-3023-718000-404001

BACKGROUND/EXPLANATION:

On December 14, 2016 the Board approved the original NOA and Cooperative Agreement in the amount of \$2,163,665.00 for the period of September 30, 2016 through September 29, 2017, for the Project Title: Health Department Demonstration Projects for Comprehensive Prevention Care, Behavioral Health, and Social Services for Men Who have Sex with Men of Color at-Risk for and Living with HIV Infection.

This revised NOA will allow a carryover of unobligated funds in the amount of \$436,647.00 from year 1 (September 30, 2015 through September 29, 2016) to be used in year 2 (September 30, 2016 through September 29, 2017).

The carryover funds will be used to support program personnel costs and contractual services. The terms and conditions remain in effect unless otherwise changed, in writing, by the Grant Management Officer.

APPROVED FOR FUNDS BY FINANCE

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT
CONFIRMED THE GRANT AWARD.**

MINUTES

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Revised Notice of Award and Cooperative Agreement from the Department of Health and Human Services, Centers for Disease Control and Prevention.

MINUTES

Health Department - Notice of Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Notice of Grant Award (NGA) from the Maryland State Department of Education (MDSE). The period of the NGA is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$505,021.00 - 5000-525718-3100-295900-405001

BACKGROUND/EXPLANATION:

This NGA will allow the Department to provide medical, mental health, dental and other services to children and adolescents on-site in schools, with parental consent.

The NGA is late because it was recently received from the MDSE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved acceptance of the Notice of Grant Award from the Maryland State Department of Education.

MINUTES

Health Department - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Grant Award from the Maryland Department of Aging (MDoA). The period of the Grant Award is April 1, 2018 through December 31, 2023.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - 9926-914333-9312

BACKGROUND/EXPLANATION:

This Grant Award will allow the Department to utilize funds from the MDoA for the Senior Center Capital Improvement program for the Harford Road Senior Center (Center). The funds will be used for renovations to the Center which will include improved accessibility to the building, a new roof, upgrades to electrical systems, flooring and windows. The interior and exterior upgrades will provide a modernized senior center that will allow the nearly 9,000 older adults living in the area to participate in expanded fitness, nutritional, and educational programs.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

MINUTES

Health Department - cont'd

TRANSFERS OF FUNDS

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
4.	\$500,000.00	9926-905333-9313	9926-914333-9312
	3 rd Public Building	Druid Health	Harford Road
	Loan	Center Temperature	Senior Center
		Control	

The Department received a State grant for upgrades to the Harford Senior Center. These City funds will serve as a match for the grant. The funds are coming from a project that was completed using other funds, and are therefore no longer needed for that purpose.

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the Maryland Department of Aging. The Transfer of Funds was approved, **SUBJECT** to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve an Employee Expense Statement to reimburse Ms. Leslie McNeil for expenses incurred during the month of July 2016.

AMOUNT OF MONEY AND SOURCE:

\$23.77 - 5000-530317-3041-605800-603002 - mileage
47.35 - 5000-530317-3041-605800-603026 - office supplies
\$71.12

BACKGROUND/EXPLANATION:

Ms. McNeil submitted her employee expense statement and appropriate back up documents on time, but they were inadvertently misplaced due to oversight.

The Administrative Manual, Section 240-11, states the Employee Expense Reports that are submitted more than 40 work days after the calendar day of the month in which the expenses were incurred require the Board's approval.

The Department apologizes for the lateness.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the Employee Expense Statement to reimburse Ms. Leslie McNeil for expenses incurred during the month of July 2016.

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve an Employee Expense Statement to reimburse Ms. Joann Hunter for expenses incurred during the month of September 2016.

AMOUNT OF MONEY AND SOURCE:

\$93.31 - 4000-422516-3030-271500-603002

BACKGROUND/EXPLANATION:

Ms. Hunter submitted her employee expense statement and appropriate back up documents on time, but they were inadvertently misplaced due to oversight.

The Administrative Manual, Section 240-11, states the Employee Expense Reports that are submitted more than 40 work days after the calendar day of the month in which the expenses were incurred require the Board's approval.

The Department apologizes for the lateness.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved an Employee Expense Statement to reimburse Ms. Joann Hunter for expenses incurred during the month of September 2016.

MINUTES

Department of Public Works - Correction to Account
Number for Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve the correction to the account number of the Grant Award from the USDA, Forest Service Northeastern Area, State & Private Forestry (USDA).

AMOUNT OF MONEY AND SOURCE:

No funds are needed for this request.

BACKGROUND/EXPLANATION:

On July 19, 2017, the Board approved acceptance of the Grant Award from the USDA, Forest Service Northeastern Area, State & Private Forestry in the amount of \$100,000.00 from the USDA and matching funds in the amount of \$103,000.00 from the Department.

The incorrect federal detailed account number of 404918 was submitted for approval. The correct federal detailed fund account number for the USDA grant is 407518 in the amount of \$100,000.00.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the correction to the account number of the Grant Award from the USDA, Forest Service Northeastern Area, State & Private Forestry.

MINUTES

Department of Public Works/ - Expenditure of Funds
Bureau of Water and Wastewater

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay Coyne Chemical for past due invoices.

AMOUNT OF MONEY AND SOURCE:

\$13,071.35 - Invoice No. 262806 (4/26/2017)
11,907.17 - Invoice No. 263158 (5/1/2017)
\$24,978.52 - 2070-000000-5501-630010-604027

BACKGROUND/EXPLANATION:

Coyne Chemical had a Master Blanket Purchase Order No. P518110, which expired on September 30, 2016, to provide hydrogen peroxide 50% to the wastewater treatment plants. A new Master Blanket Purchase Order for this commodity, No. P537510, was issued by the Bureau of Purchases to Brenntag Northeast, Inc., effective November 15, 2016.

In the spring of 2017, one of the engineers from the Back River Wastewater Treatment Plant called the employee who handles its procurement to inform the employee it had an urgent need for a delivery of hydrogen peroxide 50%. The employee erroneously advised the engineer that there was still an open release Purchase Order with Coyne Chemical, No. P518110-5, with sufficient quantity remaining and placed an order. A few days later, the plant needed an additional supply of the product, so the engineer called Coyne Chemical for a delivery.

As it turned out, the quantity remaining on the release Purchase Order with Coyne Chemical was insufficient to cover the deliveries. Since there was a new Master Blanket Purchase Order with Brenntag

MINUTES

Department of Public Works/ - cont'd
Bureau of Water and Wastewater

Northeast, Inc., a new release should have been created off of the new Master Blanket Purchase Order for those two deliveries. Because Coyne Chemical supplied the hydrogen peroxide 50% to the plant, the Department needs to pay Coyne Chemical for the two deliveries.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay Coyne Chemical for past due invoices.

MINUTESPolice Department - Project Agreements

The Board is requested to approve and authorize execution of the various Project Agreements with the Maryland Highway Safety Office. The period of the Project Agreements is October 1, 2017 through September 30, 2018.

<u>PROJECT NAME</u>	<u>PROJECT NO.</u>	<u>AMOUNT</u>
1. DUI ENFORCEMENT INITIATIVE	LE-BALTIMORE CITY PD-2018-025	\$25,000.00
2. SAFE CITY DRIVING	LE-BALTIMORE CITY PD-2018-028	\$35,000.00
3. SEATBELT INITIATIVE	LE-BALTIMORE CITY PD-2018-031	\$15,000.00
4. DISTRACTED DRIVER CITY DRIVING	LE-BALTIMORE CITY PD-2018-292	\$10,000.00

Account: 4000-404918-2042-198100-600000

BACKGROUND/EXPLANATION:

The Department has received the above grant awards from the Maryland Highway Safety Office. The funding will allow the Department to conduct traffic enforcement initiatives which will aid in decreasing DUI-related offenses and crashes. The Department will also utilize the funding to educate the public about the danger points associated with violating traffic laws through literature distribution at checkpoints.

MBE/WBE PARTICIPATION:

N/A

MINUTES

Police Department - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARDS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Project Agreements with the Maryland Highway Safety Office.

MINUTES

Fire Department - Training Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Training Grant Agreement with the Maryland Institute for Emergency Medical Services Systems (MIEMSS). The period of the Training Grant Agreement is effective upon Board approval through June 15, 2018.

AMOUNT OF MONEY AND SOURCE:

\$4,835.00 - 5000-506918-2151-230500-405001

BACKGROUND/EXPLANATION:

The purpose of this FY 2018 grant is to provide emergency medical dispatch recertification training for members of the Baltimore City Fire Department.

There are no future obligations of the Department or the City as a result of the receipt of this grant.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Training Grant Agreement with the Maryland Institute for Emergency Medical Services Systems.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

On the recommendations of the City agencies
hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

4376 - 4377

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Bureau of Purchases

- | | | | | |
|----|--|------------------------------------|----|------------|
| 1. | B50004870, Mobile
Presentation System | Severn Integrated
Systems, Inc. | \$ | 110,000.00 |
|----|--|------------------------------------|----|------------|

(State's Attorney's Office)

MWBOO GRANTED A WAIVER.

- | | | | | |
|----|--|--|--|----------------|
| 2. | B50005068, John
Deere Equipment
Authorized Service
Centers for OEM
Parts and Repairs | TEK Equipment Repair,
LLC
Finch Services, Inc. | | \$5,000,000.00 |
|----|--|--|--|----------------|

(Dept. of General Services - Fleet Management)

On May 31, 2017, MWBOO determined that no goals would be set because of no opportunity to segment the contract. All work is done in-house by certified John Deere Shops. However, TEK is a certified MBE vendor, and is certified for John Deere equipment in all categories except agriculture and heavy construction equipment.

MWBOO GRANTED A WAIVER.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Bureau of Purchases

3. B50005069, Raybestos ROK Brothers, Inc. \$ 300,000.00
Brand Brakes for
Police, Medium Duty
Trucks and Specialty
Vehicles

(Dept. of General Services - Fleet Management)

On May 31, 2017, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

- | | | |
|---|--------------|---------|
| 1. VALLEY SUPPLY &
EQUIPMENT COMPANY, INC. | \$150,000.00 | Renewal |
| Contract No. B50003745 - O.E.M. Parts and Service for JCB & LeeBoy Equipment - Department of General Services - Fleet Management - P.O. No. P529439 | | |

On November 12, 2014, the Board approved the initial award in the amount of \$275,000.00. The award contained two 1-year renewal options. This first renewal in the amount of \$150,000.00 is for the period December 1, 2017 through November 30, 2018, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On August 19, 2014, it was determined that no goals would be set because of no opportunity to segment the contract. There are currently no MBEs or WBEs certified to provide these parts or service.

MWBOO GRANTED A WAIVER.

- | | | |
|--|---------|---------|
| 2. MANUFACTURERS & TRADERS
TRUST COMPANY d/b/a M&T
BANK | \$ 0.00 | Renewal |
| Contract No. B50003351 - General Banking Services - Department of Finance - P.O. No. P528510 | | |

On August 27, 2014, the Board approved the initial award in the amount of \$414,414.17. The award contained two 1-year renewal options. On June 3, 2015, the Board approved an amendment in the amount of \$0.00. This first renewal in the

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

amount of \$0.00 is for the period October 1, 2017 through September 30, 2018, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On December 19, 2013, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

- | | | |
|--|---------|---------|
| 3. ALTEC INDUSTRIES, INC. | \$ 0.00 | Renewal |
| Contract No. 08000 - O.E.M. Parts and Service for Altec Bucket Trucks - Department of General Services - Fleet Management - P.O. No. P526180 | | |

On January 5, 2014, the Board approved the initial award in the amount of \$300,000.00. The award contained two 1-year renewal options. On November 2, 2016, the Board approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$0.00 is for the period December 1, 2017 through November 30, 2018. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. This is a sole source contract.

- | | | |
|--|--------------|---------|
| 4. GRAPHIC COMPUTER SOLUTIONS,
INC. d/b/a JUDICIAL DIALOG
SYSTEMS | \$ 22,000.00 | Renewal |
| Contract No. 08000 - Software Maintenance and Support for Judicial Dialog - State's Attorney's Office - P.O. No. P535128 | | |

MINUTES**INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS**

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

On February 2, 2015, the City Purchasing Agent approved the initial award in the amount of \$22,000.00. The award contained five 1-year renewal options. Subsequent actions have been approved. This third renewal in the amount of \$22,000.00 is for the January 1, 2018 through December 31, 2018, with two 1-year renewal options remaining.

MBE/WBE PARTICIPATION:

Not applicable. This initial sole source award was below MBE/WBE threshold of \$50,000.00. The software and support is only available from the vendor.

5. AUSTON CONTRACTING,
INC. Revenue Generating Renewal
 Contract No. B50002856 - Scrap Metal Pick up and Removal -
 Department of Public Works - P.O. No. P523766

On July 17, 2013, the Board approved the initial award in the amount of \$0.00. The award contained two 1-year renewal options. On March 30, 2016, the Board approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$0.00 is for the period July 1, 2017 through June 30, 2018.

MWBOO SET GOALS OF 0% MBE AND 0% WBE.

MBE/WBE PARTICIPATION:

On April 25, 2013, it was determined that no goals would be set because of no opportunity to segment the contract. The only service provided under this contract is the removal of roll-off containers filled with scrap metal.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

6. WESTERN MICROSYSTEMS, INC.

d/b/a DESERTMICRO	\$ 50,000.00	Renewal
Contract No. B50003687 - ScaleHouse Software - Department of Public Works, Bureau of Solid Waste - Req. No. P529202		

On October 22, 2014, the Board approved the initial award in the amount of \$112,719.27. The award contained two 1-year renewal options. This first renewal in the amount of \$50,000.00 is for the period October 23, 2017 through October 22, 2018, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On August 1, 2014, it was determined that no goals could be set due to no opportunity to segment.

MWBOO GRANTED A WAIVER.7. FIRST CALL

NORRIS CHESAPEAKE
TRUCK SALES, LLC

SECOND CALL (1ST CALL FOR WARRANTY)

HARBOR TRUCK SALES AND
SERVICE, INC. t/a
BALTIMORE FREIGHTLINER

	\$1,500,000.00	Renewal
Contract No. B50003751 - O.E.M. Parts and Service for Freightliner Trucks - Department of General Services - Fleet Management - P.O. Nos. P529415 and P529416		

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

On November 12, 2014, the Board approved the initial award in the amount of \$1,500,000.00. The award contained two 1-year renewal options. This first renewal in the amount of \$1,500,000.00 is for the period December 1, 2017 through November 30, 2018, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On August 19, 2014, MWBOO determined that no goals would be set because of no opportunity to segment the contract. There are currently no MBEs or WBEs certified to provide these parts or service.

MWBOO GRANTED A WAIVER.

8. FIRST CALL - CARS
SECOND CALL - TRUCKS AND HVY. EQUIP.
DONALD B. RICE TIRE CO., INC.

SECOND CALL - CARS
FIRST CALL - TRUCKS AND HVY. EQUIP.
EDGEWATER TIRE CENTER, INC.
d/b/a ADMIRAL TIRE

\$800,000.00

Renewal

Contract No. B50003065 - Vehicle Tires: Cars, Trucks and Heavy Equipment - Department of General Services - Fleet Management - P.O. Nos. P525024 and P525025

On September 18, 2013, the Board approved the initial award in the amount of \$1,198,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$800,000.00 is for the period October 1, 2017 through September 30, 2018.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

MBE/WBE PARTICIPATION:

On July 23, 2013, MWBOO determined that no goals would be set because of no opportunity to segment the contract. There are currently no MBEs or WBEs certified to sell tires.

MWBOO GRANTED A WAIVER.

9. GRAPHIC COMPUTER SOLUTIONS,
INC. d/b/a JUDICIAL DIALOG
SYSTEMS

\$	0.00	Ratification and Renewal
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Contract No. 08000 - MDEC District Court Data Integration and Maryland Traffic Module, Merging of Court Databases and Annual Maintenance and Support - State's Attorney's Office - P.O. No. P535128

On July 27, 2016, the Board approved the initial award in the amount of \$57,560.00 for the deployment of the District Courts Data Integration and the Maryland Traffic Module to work with the District Court's Database currently in use by the State's Attorney's Office. The award contained five 1-year renewal options. Due to a miscommunication regarding the completion of the project, the contract was not renewed. The period of the ratification is July 27, 2017 through October 17, 2017. This first renewal in the amount of \$0.00 is for the period October 18, 2017 through July 26, 2018, with four 1-year renewal options remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. This vendor is the sole source for the integration services.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

10. LAAKE ENTERPRISES, INC.
t/a FESCO EMERGENCY
SALES

\$150,000.00

Increase

Solicitation No. 06000 - O.E.M. Parts and Services for Horton Medics - Department of General Services - Fleet Management - P.O. No. P525152

On September 25, 2013, the Board approved the initial award in the amount of \$400,000.00. The award contained two renewal options. Subsequent actions have been approved. This increase in the amount of \$150,000.00 is necessary because the agency underestimated the anticipated utilization for the current term. More than \$100,000.00 was available at the time of renewal, but payment for extensive repairs to two medic units was required immediately thereafter, completely depleting the funds available for repairs in the final year of the contract. This increase in the amount of \$150,000.00 will make the award amount \$800,000.00. The contract expires September 2, 2018. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On July 8, 2013, it was determined that no goals would be set because of no opportunity to segment the contract. Laake Enterprises, Inc. is the only authorized dealer in the State of Maryland to provide warranty, repairs and parts distribution.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

11. GEN-PROBE SALES & SERVICE,
INC. d/b/a HOLOGIC

\$312,000.00

Increase

Contract No. 08000 - Chlamydia Trachomatis Test Kits - Health
Department - P.O. No. P534366

On February 3, 2016, the Board approved the initial award in the amount of \$294,000.00. On September 26, 2017, the City Purchasing Agent approved an increase in the amount of \$20,000.00. This increase in the amount of \$312,000.00 is necessary to purchase additional Chlamydia Trachomatis Test Kits. This increase will make the award amount \$626,000.00. The contract expires on February 28, 2019. The above amount is the City's estimated requirement.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

N/A

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

12. CORRELLI INCORPORATED
 FLEETPRIDE, INC.
 WASTE EQUIPMENT SALES AND
 SERVICE, LLC
 THC ENTERPRISES, INC. t/a
 MID-ATLANTIC WASTE SYSTEMS

\$800,000.00

Increase

Contract No. B50002613 - Aftermarket Parts and Service for Heavy Trucks and Equipment - Department of General Services - Fleet Management - P.O. Nos. P522357, P522358, P522359 and P522360

On December 5, 2012, the Board approved the initial award in the amount of \$2,500,000.00. The award contained two renewal options. Subsequent actions have been approved. This increase in the amount of \$800,000.00 is necessary to maintain and repair the City's fleet of heavy trucks and equipment including those being prepared for the snow season. This increase will make the award amount \$9,200,000.00. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On September 18, 2012, it was determined that on goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

13. <u>PHYSIO-CONTROL, INC.</u>	<u>\$280,000.00</u>	<u>Increase</u>
Contract No. 08000 - LifePak 15 Monitor/Defibrillator Maintenance - Fire Department - P.O. No. P529044		

On September 24, 2014, the Board approved the initial award in the amount of \$231,873.60. The award contained one renewal option. Subsequent actions have been approved. This increase in the amount of \$280,000.00 is necessary for the purchase or upgrade of equipment that occurs when grant funds become available for an increase in the current fleet of defibrillators in the medic units and other facilities. In the last six months, the Fire Department spent \$95,518.21 on additional supplies and accessories for defibrillators. This increase will cover any additional costs and will make the award amount \$1,411,873.60. The contract expires on September 30, 2018. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification as a sole source procurement.

14. <u>BAKER TILLY VIRCHOW</u>		
<u>KROUSE, LLP d/b/a BAKER</u>		
<u>TILLEY VANTAGEN</u>	<u>\$ 60,000.00</u>	<u>Extension</u>
Contract No. B50002898 - Flexible Spending Account Administration - Department of Human Resources - P.O. No. P532801		

On October 16, 2013, the Board approved the initial award in the amount of \$43,000.00. The award contained two renewal options. Subsequent actions have been approved and both

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Purchases

renewals have been exercised. An extension is necessary to continue providing services for City employees while a new solicitation is prepared and will be awarded before the next calendar year, 2019. The medical and prescription drug contracts were let and recently awarded for the upcoming calendar year 2018. The period of the extension is January 1, 2018 through December 31, 2018. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. Initial award was below the MBE/WBE threshold of \$50,000.00.

15. BEACON HEALTH OPTIONS,
INC. f/k/a VALUE OPTIONS,
INC.

\$3,700,000.00

Extension

Contract NO. BP-07196 - Behavioral Health Plan Services -
Department of Human Resources - P.O. No. N/A

On September 12, 2007, the Board approved the initial award in the amount of \$1,591,541.00. The award contained two renewal options. Subsequent actions have been approved and both renewals have been exercised. This extension in the amount of \$3,700,000.00 is necessary to continue to provide services for City employees while solicitation is prepared and will be awarded before the next calendar year 2019. The medical and prescription drug contracts were advertised and recently awarded for the upcoming calendar year 2018. The period of the extension is January 1, 2018 through December 31, 2018. The above amount is the City's estimated requirement.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

MBE/WBE PARTICIPATION:

On May 18, 2007, MWBOO set goals of 17% MBE and 9% WBE. Beacon Health Options, Inc. was found in non-compliance on September 20, 2017. The vendor will be required to come into compliance within ten days.

	<u>Commitment</u>	<u>Performed</u>
MBE: Walker Benefit Services, LLC		\$ 3,493.00 1.6%
Specialty Marketing & Printing Services		5,700.00 2.6%
	17%	<u>\$ 9,193.00 4.3%</u>
WBE: Jelly Bean Printing	9%	\$ 2,496.00 1.2%

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

16. SEGAL ADVISORS, INC. d/b/a Third Amendment
 SEGAL MACRO ADVISORS \$ 71,250.00 to Agreement
 Contract No. B50000455 - Provide 457(b) and 401(a) Deferred
 Compensation Consultant Services - Employees Retirement System
 - Req. No. R777346

The Board is requested to approve and authorize execution of a Third Amendment to Agreement with Segal Advisors, Inc. d/b/a Segal Macro Advisors. The period of the Third Amendment to Agreement is January 1, 2018 through September 30, 2018.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

On July 16, 2008, the Board approved the initial award in the amount of \$328,000.00. The award contained three renewal options. Subsequent actions have been approved and all renewals have been exercised.

After an RFP by the Employees Retirement System, the Board of Trustees of the Retirement Savings Plan awarded a new contract for the Deferred Compensation Plan Administrator to Nationwide Retirement Solutions, Inc. to be effective January 1, 2018. This third extension will now allow time for a RFP for a new contract for the deferred compensation consultant services to issued and awarded.

MWBOO SET GOALS OF 0% MBE AND 0% WBE.

MBE/WBE PARTICIPATION:

On March 6, 2008, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

- | | | |
|---|---------------------|------------------|
| 17. <u>DUII HOLDINGS, LLC</u> | <u>\$559,985.27</u> | <u>Agreement</u> |
| Contract No. 08000 - Annual System Support for LIMS (Starfruit) | | |
| - Police Department - P.O. No. R772511 | | |

The Board is requested to approve and authorize execution of an Agreement with DUII Holdings, Inc. The period of the Agreement is August 18, 2017 through August 17, 2018.

The Baltimore City Police Department has engaged DUII Holdings, LLC to provide proprietary software licenses and services to allow for Laboratory Information Management System (LIMS) for

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

the Baltimore Police Crime Lab. The LIMS is currently being used by the Forensic Science and Evidence Management Division. The vendor is the only company that can perform maintenance and integration of the software.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification as a sole source procurement as proprietary software and related support services are only available from the vendor, and are not available from subcontractors.

- | | | |
|---|--------------|-------------------------|
| 18. PHYSIO-CONTROL,
INC. | \$300,000.00 | Cooperative
Contract |
| State of Maryland Contract No. 001B8400047 - Defibrillators (AED) and Accessories - Fire Department - EMS - P.O. No. to be determined | | |

Defibrillators and accessories, such as batteries, cases, and cables will be purchased from a contract competitively bid by the State of Maryland. The defibrillators will replace older or damaged equipment in the City's inventory, or when grant funding is available for an increase in the inventory. The period of the State of Maryland Contract is October 18, 2017 through July 1, 2020, with two, 1-year renewal options.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

On October 5, 2017, MWBOO determined that no goals would be set because of no opportunity to segment the contract. This is a commodity purchase from the manufacturer.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved the foregoing Informal Awards, Renewals, Increases to Contracts, and Extensions. UPON FURTHER MOTION duly made and seconded, the Board approved and authorized execution of the Third Amendment to Agreement with Segal Advisors, Inc. d/b/a Segal Macro Advisors (item no. 16), the Agreement with DUII Holdings, LLC (item no. 17), and approved the Cooperative Contract with Physio-Control, Inc. (Item no. 19).

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore Police Department</u>			
1. Kevin F. Davis	MCCA 2017 Conf. Oct. 19 - 21, 2017 Philadelphia, PA	Asset Forfeiture Fund	\$2,091.95
	IACP 2017 Conf. Oct. 21 - 24, 2017 Philadelphia, PA (Reg. Fee. \$350.00)		

The subsistence rate for this location is \$247.00 per day. The hotel cost is \$267.00 per night, plus hotel taxes in the amount of \$41.39 per night. Mr. Davis will attend the Major Cities Chiefs Association (MCCA) Conference from October 19 - 21, 2017 and the International Association of Chiefs of Police (IACP) Conference from October 21 - 24, 2017. Both conferences will be held in Philadelphia, PA.

The Department is requesting additional subsistence in the amount of \$20.00 per day for the hotel and \$40.00 per day for food and incidentals. The registration fee for the IACP Conference in the amount of \$350.00 was prepaid on a City-issued credit card assigned to Mr. Kevin Davis. The disbursement to Mr. Davis will be \$1,741.95.

2. Jason Johnson	MCCA 2017 Conf. Oct. 19 - 21, 2017 Philadelphia, PA	Asset Forfeiture Fund	\$1,893.60
	IACP 2017 Conf. Oct. 21 - 24, 2017 Philadelphia, PA (Reg. Fee. \$400.00)		

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>			

The subsistence rate for this location is \$247.00 per day. The hotel cost is \$224.00 per night, plus hotel taxes in the amount of \$34.72 per night. Mr. Johnson will attend the Major Cities Chiefs Association (MCCA) Conference from October 19 - 21, 2017 and the International Association of Chiefs of Police (IACP) Conference from October 21 - 24, 2017. Both conferences will be held in Philadelphia, PA.

The Department is requesting additional subsistence in the amount of \$17.00 per day for food and incidentals. The registration fee for the MCCA Conference in the amount of \$400.00 was prepaid on a City-issued credit card assigned to Mr. Tribhuvan Thacker. The disbursement to Mr. Johnson will be \$1,493.60.

3. Taiwan J. Smith	MCCA 2017 Conf. Oct. 19 - 21, 2017 Philadelphia, PA	Asset Forfeiture Fund	\$1,843.60
	IACP 2017 Conf. Oct. 21 - 24, 2017 Philadelphia, PA (Reg. Fee. \$350.00)		

The subsistence rate for this location is \$247.00 per day. The hotel cost is \$224.00 per night, plus hotel taxes in the amount of \$34.72 per night. Mr. Smith will attend the Major Cities Chiefs Association (MCCA) Conference from October 19 - 21, 2017 and the International Association of Chiefs of Police (IACP) Conference from October 21 - 24, 2017. Both conferences will be held in Philadelphia, PA.

The Department is requesting additional subsistence in the amount of \$17.00 per day for food and incidentals. The disbursement to Mr. Smith will be \$1,843.60.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>			
4. Ganesha Martin	MCCA 2017 Conf. Oct. 19 - 21, 2017 Philadelphia, PA	Asset Forfeiture Fund	\$1,843.60
	IACP 2017 Conf. Oct. 21 - 24, 2017 Philadelphia, PA (Reg. Fee. \$350.00)		
<p>The subsistence rate for this location is \$247.00 per day. The hotel cost is \$224.00 per night, plus hotel taxes in the amount of \$34.72 per night. Ms. Martin will attend the Major Cities Chiefs Association (MCCA) Conference from October 19 - 21, 2017 and the International Association of Chiefs of Police (IACP) Conference from October 21 - 24, 2017. Both conferences will be held in Philadelphia, PA.</p> <p>The Department is requesting additional subsistence in the amount of \$17.00 per day for food and incidentals. The registration fee for the MCCA Conference in the amount of \$350.00 was prepaid on a City-issued credit card assigned to Mr. Tribhuvan Thacker. Ms. Martin will be disbursed \$1,493.60.</p>			
5. Dean Palmere	Major Cities Chiefs Association (MCCA) 2017 Fall Meeting Philadelphia, PA Oct. 19 - 21, 2017 (Reg. Fee \$400.00)	Asset Forfeiture Fund	\$ 997.44

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore Police Department</u>			
<p>The subsistence rate for this location is \$247.00 per night. The cost of the hotel is \$224.00 per night plus taxes of \$23.15 per night. The Department is requesting additional subsistence of \$17.00 per day for meals and incidentals. The registration fee of \$400.00 was prepaid using Tribhuvan Thacker's City-issued procurement card. Therefore, the disbursement to Mr. Palmere is \$997.44.</p>			
6. Donald P. Bauer III	International Association of Chiefs of Police Philadelphia, PA Oct. 21 - 24, 2017 (Reg. Fee \$525.00)	Asset Forfeiture Fund	\$1,421.16
<p>The subsistence rate for this location is \$247.00 per night. The cost of the hotel is \$224.00 per night plus taxes of \$34.72 per night. The Department is requesting additional subsistence of \$17.00 per day for meals and incidentals. The registration fee of \$525.00 was prepaid using Tribhuvan Thacker's City-issued procurement card. Therefore, the disbursement to Mr. Bauer is \$896.16.</p>			
<u>Employees' Retirement System</u>			
7. Deborah F. Moore-Carter	63 rd Annual Employee Special Benefits Conference Funds Las Vegas, NV Oct. 22 - 26, 2017 (Reg. Fee \$1,825.00)		\$4,332.44
<p>The subsistence rate for this location is \$170.00 per night. The hotel cost is \$333.25 per night plus hotel taxes of \$39.68 per night and hotel tourism fee of \$37.06 per night.</p>			

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Employees' Retirement System - cont'd</u>			

The Employees' Retirement System is requesting additional subsistence of \$163.25 per day for the hotel and \$40.00 per day for meals and incidentals. The registration fee in the amount of \$1,825.00 was paid by check from BNY Mellon to the International Foundation of Employee Benefits Plan. Therefore, Ms. Moore-Carter will be disbursed \$2,507.44.

City Council

8. Ryan Dorsey	Nat'l. Assn. of City Transportation Officials Designing Cities Designing Cities 2017: Chicago Chicago, IL Oct. 30 - Nov. 2, 2017 (Reg. Fee \$545.00)	Elected Official Expense Account	\$1,924.69
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The hotel in the amount of \$818.29 was prepaid by City-credit card assigned to Mr. Hosea Chew. Therefore, Mr. Dorsey will be disbursed \$1,106.40.

Department of Public Works

9. Johnnie Hemphill	NAWCA Board Meeting Salt Lake City, UT Oct. 23 - 29, 2017 (Reg. Fee \$0.00)	General Fund	\$1,398.26
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The subsistence rate for this location is \$174.00 per night. The cost of the hotel is \$259.00 per night plus taxes of \$32.63 per night. The Department is requesting additional subsistence of \$85.00 per day to cover the cost of the hotel and \$40.00

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works - cont'd</u>			

per day for meals and incidentals. The transportation cost of \$675.00 was prepaid using Binta Gallman's City-issued procurement card. Therefore, the disbursement to Mr. Hemphill is \$723.26.

The conference dates are October 24 - 25, 2017, with Mr. Hemphill traveling on October 23, 2017. Mr. Hemphill will incur all costs at his own expense for the dates of October 25 - 29, 2017.

The Board, UPON MOTION duly made and seconded, approved the travel requests. The President **ABSTAINED** on item no. 8. The Comptroller **ABSTAINED** on item no. 7.

MINUTES

Mayor's Office of Human Services - Agreement and Template for Grant Award Agreement - Out of School Time Program

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with the Baltimore City Foundation, Inc. The period of the agreement is October 1, 2017 through June 30, 2018.

The Board is also requested to approve the template for the Grant Agreement and to authorize the Mayor's Office of Human Services (MOHS) to enter into agreements, subject to approval for form and legal sufficiency by the Law Department, with grantees listed in the Out of School Time (OST) Project in Exhibit B of the Agreement with the Baltimore City Foundation. The period of the Grant Agreement is October 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$1,849,508.00 - 1001-000000-4460-742700-607001

BACKGROUND/EXPLANATION:

The Baltimore City Foundation, Inc. will utilize the funds to disburse to smaller subgrantees operating projects as part of the citywide Out of School Time (OST) Programs initiative. The MOHS will use the Grant Agreement template to enter into agreements with grantees.

The template for the Grant Agreement and the OST Project list are submitted with this request to the Board. After execution of each agreement a copy will be provided to the Clerk to the Board of Estimates (Clerk) for the Board's records. If there are any amendments to agreements or changes in grantees, the Clerk will receive a copy of the amendment to agreement or the agreement for the new grantee for the Board's records.

MINUTES

MOHS - cont'd

The agreement is late because of a delay in contract negotiations with the Baltimore City Foundation, Inc.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE

GRANT AGREEMENT
BY AND BETWEEN
MAYOR AND CITY COUNCIL OF BALTIMORE
AND
GRANTEE'S LEGAL NAME

THIS AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland, acting by and through the Mayor's Office of Human Services (the "City") and GRANTEE'S LEGAL NAME, a sole proprietorship / limited liability company / corporation formed / registered and in good standing in the State of Maryland (the "Grantee").

RECITALS

WHEREAS, the City through the Mayor's Office of Human Services (the "Department") desires to award City General Funds through the Baltimore City Foundation, Inc. as its fiscal agent for grants to awardees for out of school time activities at various locations in Baltimore City (collectively, the "Out of School Time Programs"); and

WHEREAS, the Grantee is qualified to render such services; and

WHEREAS, the City hereby wishes to provide a grant to the Grantee for these services and the Grantee has agreed to provide the services described herein to the City.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE:

1.1. The purpose of this Agreement is for the Grantee to provide Out of School Time Programs ("Project") as described herein.

2. SCOPE OF SERVICES:

2.1. The Grantee shall provide services as described in the scope of services which is attached hereto at Exhibit A and made part of this Agreement.

3. PROFESSIONAL RESPONSIBILITY:

3.1. The Grantee shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.

3.2. The Grantee warrants that he/she/it is authorized by law to engage in the performance of the services of this Agreement. The Grantee warrants that he/she/it has secured all required licenses and certifications to provide services under this Agreement.

4. TERM:

4.1. The term ("Term") of this Agreement will commence upon October 1, 2017 and will terminate June 30, 2018, unless terminated earlier pursuant to the terms of this Agreement.

5. GRANT:

MINUTES

EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE

5.1. Grant.

- 5.1.1. The Grantee shall provide the services agreed to in this Agreement as identified in Exhibit A for a total cost (including fees and expenses) not to exceed **Dollars (\$00)**. The Grantee shall be paid according to the payment schedule and budget in Exhibit B, attached hereto and incorporated herein. The Grantee agrees that all expenditures are to be made in accordance with the terms and conditions of the funding source identified in Exhibit C, attached hereto and incorporated herein.
- 5.1.2. Payment in excess of the amount set forth above will not be made unless there is a mutually agreed upon change in the scope of services which requires an increase in the total Project cost. Such an increase in the total Project cost will only occur through a written amendment to this Agreement which is approved by the Director of the Mayor's Office of Human Services.

5.2. Payment.

- 5.2.1. Except as otherwise stated herein, the Grantee shall submit invoices quarterly to the City for work performed under this Agreement. Each invoice shall show the services performed and expenses, if any, related to work performed up until the time of invoice submission. Expenses shall include transportation (train, air, taxi, mileage, tolls, and parking), lodging, meals, reproduction costs, and miscellaneous expenses to the extent allowable by the City according to the requirements of its Administrative Manual. Invoices will be structured in a format that is approved by the City.
- 5.2.2. City, through BCF as its fiscal agent, shall make its best efforts to pay the Grantee for approved invoices within thirty (30) days of receipt of the invoices for work satisfactorily performed by the Grantee. Under no circumstances shall the City be required to pay any interest or additional charges of any kind whatsoever.

6. INSURANCE:

- 6.1. The Grantee shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof.
- 6.1.1. Professional Liability, Errors, and Omissions Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence in the event that service delivered pursuant to this Agreement, either directly or indirectly, involves professional services. If coverage is purchased on a "claims made" basis, the Grantee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis". Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require professional services.
- 6.1.2. Technology Liability, Errors, and Omissions Insurance – not applicable.
- 6.1.3. Cyber Liability Insurance – not applicable.
- 6.1.4. Workers' Compensation coverage as required by the State of Maryland or other applicable State's law.
- 6.1.5. Commercial General Liability Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. Such insurance shall include contractual liability

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE**

insurance.

- 6.1.6.** Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.
- 6.2.** The Grantee's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 6.3.** To the extent of the Grantee's negligence, the Grantee's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Grantee's insurance or benefit the Grantee in any way.
- 6.4.** Required insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- 6.5.** Unless otherwise approved by the City, insurance is to be placed with insurers with a Best's rating of no less than A:VII or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and said insurers must be licensed/approved to do business in the State of Maryland.
- 6.6.** The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of the Grantee in connection with this Agreement.
- 6.7.** The Grantee shall furnish to the City a "Certificate of Insurance", with a copy of the additional insured endorsement as verification that coverage is in force. The City reserves the right to require complete copies of insurance policies at any time.
- 6.8.** Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance or complete copies as required shall be a default by the Grantee under this Agreement.
- 6.9.** Notwithstanding anything to the contrary in any applicable insurance policy, the Grantee expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.

7. INDEMNIFICATION:

- 7.1.** The Grantee shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a) breach of the Grantee's representations, warranties, covenants, or agreements under this Agreement; (b) the Grantee's violation or breach of any federal, state, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or unknown; (c) breach of the Grantee's confidential obligations, including data security and privacy obligations; (d) any claim that the intellectual property provided by the Grantee within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Grantee, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or subconsultant agreements.
- 7.2.** The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In Agreement between the City and Baltimore City Foundation, Inc.

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EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE

no event shall the Grantee settle any such claim, lawsuit or proceeding without City's prior written approval. In the event of any liability claim against the Grantee, the Grantee shall not seek to join the City, its elected/appointed officials, employees, or agents in such action or hold such responsible in any way for legal protection of the Grantee.

7.3. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

8. TERMINATION:

8.1. Termination for Cause. If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, provided the Grantee has failed to cure such violation within ten (10) days after receiving written notification from the City. The Grantee will receive compensation for actual services performed and actual expenses incurred for any approved invoices related to work completed prior to such termination pursuant to the terms of this Agreement. Notwithstanding the above, the Grantee shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement.

8.2. Termination for Convenience. The City shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to the Grantee. If this Agreement is so terminated and the Grantee shall not have been in default, the Grantee will be compensated for all work accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Grantee will not receive any further payments under this Agreement.

8.3. Appropriations. The payment of invoices and any amounts due the Grantee under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing written notice of intent to terminate to the Grantee. The Grantee shall not begin any additional work or services related to this Agreement upon receipt of notification of intent to terminate by the City.

9. RETENTION OF RECORDS:

9.1. The Grantee shall retain and maintain all records and documents relating to this Agreement for a minimum of three (3) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. The Grantee shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Grantee should cease to exist, custody of all records related to this Agreement will be transferred to the City.

9.2. The Grantee agrees to establish and maintain on a current basis:

9.2.1. General Journal;

9.2.2. General Ledger;

9.2.3. Cash Disbursement Journal;

9.2.4. Payroll Register;

9.2.5. Time and Attendance Records;

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE**

- 9.2.6. Cumulative Leave Records;
- 9.2.7. Maintain accounts receivable, accounts payable and equipment ledgers;
- 9.2.8. Monthly Reconciliation of Bank Accounts;
- 9.2.9. Monthly Reconciliation of Petty Cash Accounts; and
- 9.2.10. Monthly Trial Balance.

9.3. The Grantee further agrees that:

- 9.3.1. All checks shall be supported by official documentation;
- 9.3.2. All contract expenditures for service shall be supported by approved documentation; and
- 9.3.3. Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

10. AUDITS:

- 10.1. At any time during business hours and as often as the City may deem necessary, there shall be made available to the City for examination, the Grantee's records with respect to matters covered by this Agreement. The Grantee shall permit the City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. The Grantee shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by the City or its designated representatives, and reviewed by the Grantee. The Grantee will be billed by the City for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the City may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance

11. CONFIDENTIALITY:

- 11.1. The Grantee agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of City or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the Grantee after the expiration or earlier termination of this Agreement.
- 11.2. The Grantee shall comply with all applicable federal and state confidentiality requirements regarding personal information, including Md. Code Ann. State Gov. §10-1301 et seq.
- 11.3. As required under the Maryland Public Information Act, the Grantee shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Grantee by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.
- 11.4. If the Grantee becomes aware of any unauthorized access to, disclosure of, use of, or damage to the

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE**

confidential information, the Grantee shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Grantee shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Grantee or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Grantee shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.

12. PUBLICATION:

- 12.1. The Grantee shall provide the City with a copy of any advertising, publicity, or promotional material at the time of publication.

13. MODIFICATIONS AND AMENDMENTS:

- 13.1. Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Director of the Mayor's Office of Human Services. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

14. COMPLIANCE WITH LAWS:

- 14.1. The Grantee hereby represents, warrants, covenants, and agrees that:
- 14.1.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 14.1.2. The Grantee's name in this Agreement is its full legal name;
- 14.1.3. It has the requisite corporate power (if applicable), authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder; and
- 14.1.4. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable).
- 14.2. During the Term, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;
- 14.2.1. There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Grantee's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Grantee; and
- 14.2.2. It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.
- 14.3. The Grantee's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Grantee.

15. CRIMINAL BACKGROUND CHECKS:

Agreement between the City and Baltimore City Foundation, Inc.

MINUTES

EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE

- 15.1. As applicable pursuant to Md. Code Ann. Family Law Article, §5-550 et seq., the Grantee and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Grantee and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.
- 15.2. If any of the services of the Grantee under this Agreement occur on the grounds of a public or nonpublic school, the Grantee shall comply with the Md. Code Ann. Criminal Procedure Article, § 11-722 that states that a person who enters a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender.

16. DISPUTES:

- 16.1. The City shall in all cases, determine the amount or quantity, quality, and acceptability of the work and expenses which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Grantee thereunder. To prevent disputes and litigation where the Grantee is not satisfied with the decision of the City, the Grantee shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Grantee and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Grantee to receive any monies under this Agreement, and is subject to review on the record by a court of competent jurisdiction.

17. CITY REQUIREMENTS:**17.1. Nondiscrimination.**

- 17.1.1. The Grantee shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 17.2. MBE/WBE. If applicable, the Grantee shall use its best efforts to comply with the City's minority business enterprise and women's business enterprise regulations as set forth in Article 5, Subtitle 28 of the Baltimore City Code.

- 17.3. Local Hiring. Not applicable.

- 17.4. Conflict of Interest. No elected official of the City, nor other officer, employee or agent of the City who

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EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE

exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Grantee asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Grantee agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Grantee asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.

18. MISCELLANEOUS PROVISIONS:

- 18.1. No Waiver.** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- 18.2. Severability.** Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.
- 18.3. Governance.**
- 18.3.1.** This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.
- 18.3.2.** The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The Grantee hereby irrevocably waives any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.
- 18.4. Agency.** Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.
- 18.5. Notice.**
- 18.5.1.** All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, "Notices") shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

FOR THE CITY:
 Terry Hickey, Director
 Mayor's Office of Human Services
 7 East Redwood St., 5th Floor
 Baltimore, MD 21202

FOR THE GRANTEE:
 Grantee's Legal Name
 Title
 Address
 City, State Zip Code
 Email

- 18.5.2.** All Notices shall be effective upon receipt by the party to which notice is given.
- 18.6. Multiple Copies.** This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
- 18.7. Recitals.** The recitals are hereby incorporated as part of this Agreement.

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE**

- 18.8. Assignability/Subcontracting. The Grantee shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 18.9. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.

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EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE

IN WITNESS WHEREOF, the parties hereto have executed and affixed seals to this Agreement on the day and year first above written.

ATTEST

MAYOR AND CITY COUNCIL OF BALTIMORE

Custodian of the City Seal

By: _____
Terry Hickey
Director, Mayor's Office of Human Services

WITNESS

GRANTEE'S LEGAL NAME

By: _____ (Seal)
Name: _____
Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant Solicitor

Being page 11 of an Agreement by and between the Mayor and City Council of Baltimore and the Grantee.

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE****EXHIBIT A****SCOPE OF SERVICES**

The Grantee shall perform the following services in accordance with this Agreement:

(See attached Scope of Services.)

SPECIAL CONDITIONS

- A. Grantee must:
- (i) Ensure that children and youth have an opportunity to participate (where eligible) in the Child and Adult Food Care Program (CACFP), which will provide nutritious suppers on a daily basis;
 - (ii) Provide opportunities for participants to demonstrate mastery of skills related to target program outcomes;
 - (iii) Provide activities that engage/involve parents/family members; and
 - (iv) Have appropriate student to staff ratios (15:1 or lower).
- B. Grantee must participate fully in professional development.

DATA COLLECTION AND EVALUATION

A. Grantee shall establish and maintain data collection practices to monitor fulfillment of participant outcome objectives, terms and conditions and all other requirements contained in the approved Scope of Services and with any program evaluation.

B. Grantee shall establish and use results-based accountability performance monitoring to assess the quality and effectiveness of services identified in the approved Scope of Services. The results-based performance monitoring shall, at a minimum, consist of the following:

- (i) "What and How Much Will You Do?", including the identification of program activities and the projected number of participants to be served by this Agreement;
- (ii) "How Well Will You Do It?", including the identification of service quality measures;
- (iii) "Is Anyone Better Off?", including the identification of appropriate and measurable participant outcomes and appropriate methods of measurement;
- (iv) Activities, Highlights, and Success Stories;
- (v) Staffing Changes/Vacancies; and
- (vi) Training and Technical Assistance Needs.

C. Grantee shall participate in CHARM, a web-based information system developed by the Family League of Baltimore City, Inc. and shall enter the data required on each child/family and service data.

REPORTS/DELIVERABLES

A. Grantee shall submit to the City all progress reports, expenditure reports and deliverables. If certain information is not available on monthly/quarterly basis, Grantee shall indicate so in the report.

B. Grantee shall maintain data, including the names of each individual (staff members, volunteers and Agreement between the City and Baltimore City Foundation, Inc.

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE**

subcontractor employees) and completion dates of criminal records history checks.

PARTICIPANT SERVICE RECORDS

A. Grantee shall establish and maintain enrollment documentation for program participant. Participant enrollment documentation shall be retained for one (1) year (or longer as may be required by applicable law) following the term of the Agreement. At a minimum, this documentation should contain the following:

- (i) evidence that permission for program enrollment/participation was obtained from participant or their parent/guardian;
- (ii) evidence that participants or their parent/guardian granted consent or declined to participate regarding data collection and evaluation; and
- (iii) if consented, demographic information needed for data collection requirements.

MONITORING AND INSPECTION

A. The services provided by Grantee pursuant to this Agreement may be monitored, inspected, and evaluated by the City or its designee to determine that they are being delivered in accordance with the Scope of Services. This may occur through meetings and teleconferences and through the monitoring of Grantee's adherence to the terms of the Agreement. City or its designee's failure to monitor, inspect, or evaluate according to these provisions shall not relieve Grantee of any of its obligations under this Agreement.

B. The City or its designee shall have the right to conduct visits (scheduled or unscheduled) during normal business hours and/or during program operation hours to any site(s) where Grantee performs services or maintains records related to this Agreement. During the visits, the City or its designee may observe service delivery and review records to ensure that the required documentation is located in Grantee's files and, where applicable, in participant's records.

INVENTORY

A. During the term of the Agreement, Grantee shall have the non-exclusive right to use all equipment/assets purchased with funding stemming from this Agreement. Grantee must maintain a list of all equipment/assets purchased with funding stemming from this Agreement. Grantee shall provide an equipment/assets inventory form to City within ninety (90) days of the start of the Agreement and shall provide subsequent updates as necessary throughout the term of the Agreement. Upon termination of this Agreement, for any reason, ownership or title in such equipment/assets shall immediately revert to the City or City's agents or designees. Grantee shall not dispose of any equipment/assets purchased with funding stemming from this Agreement without the prior written approval of the City.

B. Notwithstanding the foregoing, the City shall have the right to reclaim any equipment/assets purchased with funding stemming from this Agreement at any time. Upon receipt of a notice of reclamation from the City, Grantee shall cooperate with the City in making arrangements to deliver the equipment/assets subject to the reclamation to the City or City's designee within fifteen (15) days of the date of the notice of reclamation. Grantee shall pay all reasonable, previously approved costs associated with the delivery of the equipment/assets to the City or its designee.

ACKNOWLEDGEMENT

When issuing statements, press releases, or any publications with regard to this Agreement or any services Agreement between the City and Baltimore City Foundation, Inc.

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE**

or funding information pursuant to this Agreement, Grantee shall provide a copy of such publication to the City. Additionally, Grantee shall acknowledge the support of the City any funder in any such statements, press releases or publications as may be required by the City.

ADMINISTRATION

All Grantee questions relating to the administration and performance of this Agreement shall be referred to the Director of the Mayor's Office of Human Services or his/her designee, for determination.

DATA REQUIREMENTS

- A. Grantee shall participate in CHARM, a web-based information system developed by the Family League of Baltimore City, Inc., and shall enter data required for each participant. In particular, the program personnel will:
- (i) Enroll and enter demographic data for all participants in CHARM within two weeks of program enrollment;
 - (ii) Complete the consent form assessment for all participants within one month of program enrollment; and
 - (iii) Enter daily attendance information for all participants. Attendance data must be entered into CHARM by the 5th of each month for the previous month.
- B. If Grantee has not completed data input thoroughly and accurately by the 5th of each month, the City data team will follow up.
- (i) Program staff must follow up with all monthly data cleaning reports received from City within 10 business days.
 - (ii) Sanctions may be necessary for repeated problems with data quality.
- C. Grantee shall comply any additional data clarifications and requests from the City data team.

MINUTES**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE****EXHIBIT B****ESTIMATED PROJECT BUDGET**

(See attached Budget.)

BUDGET CONDITIONS

- A. Grantee will receive its grant award based on meeting the following budget for the Scope of Services:
1. The number of days a program is open:
 - Start programming as stated in the Scope of Services.
 - The number of days each program is contracted to be open is established in the Scope of Services of this Agreement. This number in the Agreement has been set to allow for 5 unexpected closures (due to snow, heat, etc.). For the Scope of Services, a per-day-of- service rate will be established by dividing the total award amount by the number of operating days. Grantee will receive this rate for each day they operate programming during the fiscal year, up to the maximum grant award for the Scope of Services.
 - For Pre-K to 8th grade participants, Grantee needs 90% average daily attendance to earn the full grant funding under this Agreement. For high school participants, Grantee needs 75% average daily attendance to earn the full grant funding under this Agreement.
 - It is the Grantee's responsibility to request an extension of the service year or make spending adjustments if they cannot meet their target number of days open. Such requests must be received by April 15th to be considered. The request may not extend programming beyond the fiscal year.
 2. The program's expenditures:
 - If the Grantee's reported year-end expenditures are less than the grant amount, reimbursement will be reduced (prorated) so that the total payment equals the total expenditures reported.
 3. Grantee must monitor its own expenditures to ensure it does not spend more money than it receives.

BUDGET MODIFICATIONS

- A. In accordance with the budget, Grantee may be permitted to make budget modifications of up to ten percent (10%) of any approved budget line-item, to decrease or increase said line-item (so long as any such modifications do not increase the total amount of the Agreement), without prior approval from the Director of the Mayor's Office of Human Services, provided that the City is notified of the modification as soon as possible but no later than thirty (30) days prior to the expiration of this Agreement.
- B. All requests for budget modifications of more than ten percent (10%) of any approved budget line-item, to decrease or increase said line-item, must be submitted to the City for approval. The Director of the Mayor's Office of Human Services shall have the sole authority to approve or deny all requests for budget modifications of any budget line item. Requests must be submitted as soon as practicable and in no event shall be later than thirty (30) days prior to the expiration of this Agreement.

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PAYMENT SCHEDULE

A. Provided all requirements of the Agreement have been met by the Grantee, the City through the Baltimore City Foundation, Inc. (the "BCF") shall exercise best efforts to pay Grantee within thirty (30) days of submission of approved invoices and program and expense reports as required by this Agreement.

B. Payments pursuant to this Agreement shall be made by BCF to the Grantee in accordance with the following schedule:

Payment	Amount	Payment Trigger
Payment #1	A 20% advance of the amount of the Agreement.	Upon return of the signed Agreement and other required documents.
Payment #2	Payment of funds expended (for dates of the quarter), total payments to date (including advance) not to exceed more than 40% of amount of the Agreement.	Provided all requirement of Agreement have been met by the Grantee.
Payment #3	Payment of funds expended (for dates of the quarter), total payments to date (including advance) not to exceed 60% of the amount of the Agreement.	Same as Payment #2
Payment #4	Payment of funds expended (for dates of the quarter), total payments to date (including advance) not to exceed 80% of the amount of the Agreement.	Same as Payment #2
Final Payment	Grantee must submit final invoices no later than fifteen (15) days after the expiration and/or termination of this Agreement. Any invoices submitted subsequent to this date may not be honored by the City. Total payments to date (including advance) not to exceed 100% of the amount of the Agreement.	City shall have the right to withhold the final payment of the grant amount of the Agreement until all approved invoices and financial, programmatic and other reports are received and accepted by the City.

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EXHIBIT C

FUNDING SOURCE IDENTIFICATION

Source of Funding:	Federal	State	City
Name of Awarding Agency:			Mayor's Office of Human Services
Award Title:			Out of School Time Programs Grant
Award Id. #:			n/a
CFDA Id. #:			n/a
Term of Award:			October 1, 2017 – June 30, 2018
Award Amount:			
City Account #:			

1. The Grantee acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the Grantee shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals.
2. As applicable, the Grantee shall comply with the assurances and certifications, which are attached hereto and incorporated herein (if any).
3. The Grantee agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy announced by the City. However, should the Grantee find such additional condition or conditions unacceptable, the Grantee may terminate this Agreement upon thirty (30) days written notice.

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**EXHIBIT A – GRANT AGREEMENT BETWEEN THE CITY AND GRANTEE
OST Project List**

Project Type Definitions:

Comprehensive – Operates continuously throughout the year and offers a variety of activities

Specialized focus or cohort – May operate in sessions of 2 to 12 weeks using a cohort model, and may focus on one type of activity such as a sports league or filmmaking.

Program Objective 1: Older & Opportunity Youth

Grantee	Award Total	Youth Served	Project Type
AZIZA/PE&CE Youth Programming	\$100,000	40	Specialized focus or cohort
Description: AZIZA/PE&CE is a progressive social entrepreneurship model committed to social, cultural, emotional, life, and critical thinking skills development to improve the quality of life of marginalized youth. Serving as an in-school, out-of-school time and summer program, we use fashion, fitness, arts, music, mentoring, entertainment, and education to help youth learn to think and develop character, leadership, and job readiness skills.			
Beyond the Natural Foundation	\$45,000	20	Specialized focus or cohort
Description: This program located at the Dawson Safe Haven Teen Center in the Oliver Community, is designed to quickly engage and educate youth in the world of musical art, Science, Technology, Engineering, and Mathematics (S.T.E.M.), and expose them to music industry careers in a fun-filled manner.			
CASA de Maryland, Inc.	\$49,649	20	Specialized focus or cohort
Description: CASA's program promotes economic mobility for Latino youth by increasing educational attainment, career planning, and access to information about professional careers. Cohort-based intensive assistance to high school juniors and their families includes college and workforce readiness, academic enrichment, life skills training, and wraparound case management.			
Civic Works, Reaching for the Stars	\$34,000	15	Comprehensive
Description: REACHing for the Stars is an after school and weekend program that will serve 15 youth aged 14 – 19 at REACH! Partnership School located in Clifton Park. The program will provide academic support and mentoring to high school students that prepares them for success in college.			
Code in the Schools	\$22,500	20	Specialized focus or cohort
Description: The Prodigy Program takes place after-school and on Saturdays throughout the			

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<p>school year at the Code in the Schools' office in Station North, and students in 10th grade through age 24 are accepted into the program. Once they have completed the introductory work, they can choose one or multiple tracks to pursue. These are more advanced topics in computer science and include video game, web, mobile, and software development, data science, and robotics and electrical engineering. They learn high level computer programming languages, and develop their resumes, web portfolios, and GitHub profiles.</p>			
Community Law in Action	\$25,000	10	Specialized focus or cohort
<p>Description: CLIA's mission is to develop young people to be leaders by connecting them to opportunities to amplify their voices, cultivate their skills, and actively participate in the process of community change. CLIA's menu of student engagement programs - including the Youth Council - introduce Baltimore City students to law and policy, while teaching them to be critical thinkers, problem solvers, and active citizens</p>			
DewMore	\$37,500	15	Specialized focus or cohort
<p>Description: Established in 2012, DewMore Baltimore is a community-based nonprofit dedicated to using art and community organizing as tools to increase community engagement in the greater Baltimore Community. For five years DewMore has successfully implemented our DewMore Poetry League Social Justice Poetry/Hip Hop Clubs in schools, group homes, libraries and prisons across Baltimore, impacting over 700 youth between the ages of 14-21 in 27 Baltimore City Public Schools. Our programs amplify youth voice while developing safe space, building writing skills and teaching youth how to advocate about issues that impact them on a daily basis. Each club is facilitated by DewMore's trained staff of professional teaching artists and in alignment with positive youth development practices, our Poetry League program focuses on increasing students' emotional, cognitive, and social development.</p>			
Intersection of Change, Inc.	\$37,500	15	Specialized focus or cohort
<p>Description: Jubilee Arts is a comprehensive art program located in Sandtown-Winchester that uses art as a tool for social change and community development. Jubilee Arts provides arts classes four days a week and classes four days a week and cultural activities to children, youth, and the number of individuals served has increased annually since 2014. Youth in Business (YiB) an out-of-school program where youth ages 14-21 discover their passion and make steps towards their goals. This is achieved by cultivating the entrepreneurial leadership skills of high school aged youth by providing hands on experience operating an art-based business. The programs guiding principles are cooperative economic empowerment, personal and professional identity development, and youth voice. Youth who participate in the program are learning skills to operate a successful business and ultimately build a successful future.</p>			
K.E.Y.S Empowerment	\$30,000	15	Comprehensive

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Description: K.E.Y.S. Empowerment is a comprehensive program offering activities at ConneXions and Mary Ann Winterling Elementary at Bentalou. The program is designed to have youth participate in the Youth Training Program (YTP), which allows youth to address personal goals while working on a team goal. The team goal accomplishment is based on individual statements, vision board creations, a “Literacy Push” and development of cultural nuances within the team, school and community.			
Liberty's Promise @ Ben Franklin	\$4,466	12	Specialized focus or cohort
Description: Civics and Citizenship is an after-school program at Benjamin Franklin High School that takes place twice a week for ten weeks in 90-minute sessions and features 30+ hours of fun programming designed to familiarize young immigrants with the civic, college, and career opportunities around them. The goal of Civics and Citizenship is to empower low-income immigrant youth, ages 15-21, to pursue their desired educational and professional goals while becoming more involved in their communities.			
Liberty Rec & Tech Center	\$37,500	15	Comprehensive
Description: Liberty Rec & Tech Center offers the following services to older youth who live in the neighborhood: Performing arts including ballet and tap, photography, leadership & life skills, conflict resolution and supports for students who've experienced violence, STEM, and the basketball league.			
Mentoring Male Teens in the Hood	\$21,144	35	Specialized focus or cohort
Description: Mentoring Male Teens in the Hood has been changing young lives since 1996. Today we serve young boys, providing opportunities that change lives and create the productive citizens and leaders of tomorrow. MMTH is a group-mentoring program where education, speakers, trips, sporting events, health forums, conflict resolution, STD and AIDS workshops, and real conversations about the 'Hood' come together to build strong young men and prepare them to compete in a society that too often allows them to slip through the cracks			
MERIT	\$50,000	30	Comprehensive
Description: MERIT serves high school students who are passionate about careers in the health professions, who live and go to school in Baltimore, and who have either a) qualified for free or reduced-price meals at school (FARMS) in the past and/or b) would be first-generation college students. For the past seven years, MERIT has operated a comprehensive academic and career mentorship program, called the MERIT Health Leadership Academy, which supports Baltimore City high school students who aspire to careers in health care and research. MERIT scholars take advanced academic classes on Saturdays, work in hospitals and labs during paid internships, and receive longitudinal college and career mentorship from high school through college.			
Open Works	\$37,500	15	Specialized focus or cohort
Description: Open Works mission is to make tools, technology, and the knowledge to use them accessible to all. In 2016, with the help of the Baltimore Arts Realty Corporation (BARCO),			

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Open Works opened its space at 1400 Greenmount Avenue – a 34,000 square foot makerspace located in a Historically Underutilized Business Zone (HUBZone) with a long-term vision to stimulate manufacturing in Baltimore and to train and inspire low-income youth and adults to participate as workers and business owners in this sphere. Workshops cover relevant skills in fabrication; design thinking; basic associated skills – like math, problem-solving, and teamwork; and to connect them with higher education and job opportunities.			
St. Francis Neighborhood Center	\$25,000	10	Comprehensive
Description: The Power Project (PP) after school program is the only community based program of it's kind in Reservoir Hill. 100% of the children served live below poverty, 35% have been or are currently homeless, and 75% of children have a disability or trauma related to poverty. PP enhances the public school curriculum with academic tutoring; and, provides art instruction, coding, life skills, character building (including yoga), leadership, job skills, and mentoring.			
Umar Boxing Program, Inc.	\$35,000	40	Comprehensive
Description: Umar Boxing, provides children with an academic component, homework support, a healthy snack and physical exercise and an enrichment component Monday – Friday from 4:00PM to 7:00 PM. Boxing and aerobic exercise includes jump roping, stationary biking, heavy bag training, speed bag training, pushups, sit-ups, stretching and sparring. Umar participates in local, regional and national amateur boxing tournaments, including the US Nationals at the Olympic training center in Colorado.			
Wide Angle Youth Media	\$43,800	24	Specialized focus or cohort
Description: Through media arts education, Wide Angle Youth Media (Wide Angle) cultivates and amplifies the voices of Baltimore youth to engage audiences across generational, cultural, and social divides. Wide Angle's curriculum aligns with National Core and Media Arts Standards. Students choose project themes, media techniques, and processes to tell their story as effectively as possible. Field trips to universities and production studios occur regularly, along with visits by guest artists, community leaders, and professors. Twice a year, the two programs unite for youth-designed community events (Family Night and Closing Ceremony) that offer parents and community partners the opportunity to engage in projects their students are working on.			
Youth Educational Services (YES)	\$37,500	15	Comprehensive
YES's OST Program, CYCLE, is a 5-phased program designed to define the needs of each student and prepare them to take ownership of their "school work" progress. Through the 5-phased program they identify, quantify, create, train and deliver students ready for job placement. The program offers a systems approach for integrating the "school to work" mission elements into each high school, offering a structure solution that would complement the student's academic path. YES has designed CYCLE to integrate into the existing school's schedule.			

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Program Objective 2: Park Heights Neighborhood

Grantee	Award Total	Youth Served	Project Type
Catherine's Children & Family Services	\$40,000	20	Comprehensive
Description: Over the past two years Catherine's Family and Youth Services Inc has provided the Northwest Baltimore and Park Heights Community with high quality enriching programs targeted toward disadvantaged and troubled youth. One on One and Small Group Tutoring Services and Homework Help will be provided daily, and enrichment, STEAM and sports will happen daily as well, as students will rotate their choice of enrichment activities each quarter.			
Excellence & Ambition (Soft Skills Program)	\$49,000	45	Specialized focus or cohort
Description: To better serve youth in the coming year Excellence & Ambition will develop professionalism training (soft skills) and focus more on the specifics of business development that we will offer as the primary programming. This fall we are developing new internship opportunities for our youth including partnerships with Allure Nails and Spa, and 1217 Print Studio.			
Grace Presbyterian Afterschool Program	\$19,570	25	Specialized focus or cohort
Description: Currently, the organization sponsors a one day a week after school program which is designed to support the children and youth in their academic endeavors through tutoring, building self-esteem, dealing with social issues such as bullying with student developed Public Service Announcements (PSAs) and fun hands on activities with a focus toward science, math, and crafts. This funding will allow the program to expand to three days a week and students will have the opportunity to take additional music classes. A focus on family engagement and regular celebrations with families is a key part of the programming.			
Sisters Saving Park Heights	\$50,000	20	Comprehensive
Description: Sisters Saving the City/Park Heights has been serving youth in the Park Heights community since 2011. We have administered our S.T.E.A.M. program since 2015 serving over 200 youth ages 14-20. Youth receive a variety of activities including Zumba, yoga, aerobics, STEAM, fashion design, and culinary arts.			
Smart Steps @ MLK	\$43,009	20	Comprehensive
Description: Smart Steps will provide a high quality comprehensive OST program for 20 students in Pre K grade. Created and fully implemented in partnership with youth voice, parent			

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<p>support, and community engagement, its menu of services includes academic achievement, enrichment programs, daily inclusion of physical activity, healthy meal service and family & community engagement opportunities. Each week, students will participate in Arts & Crafts, Sports & Recreation, STEM and Cooking Club, along with daily homework assistance, class meetings and meal service. Students will be separated into grade level groups focused specifically on the needs of the participants.</p>			
Treatment Resources for Youth, Inc.	\$69,023	12	Specialized focus or cohort
<p>Description: Project EXPOSED! aims to bridge this gap by exposing young people to information that will inspire them, people who will empower them, and experiences that will widen their imagination about their own possibilities. The program incorporates evidence-based life skills training and mentoring activities, and has helped 45 youth obtain employment, a focus they will keep in the coming year.</p>			

Program Objective 3: Pre-K through 8th Grade

Grantee	Award Total	Youth Served	Project Type
Akobon Foundation	\$48,000	50	Comprehensive
<p>Description: After learning about the profound links between fourth grade reading and comprehension skills and adult success, Akobon Foundation refocused and launched the Reading, Rhythm, and the Arts (RRA) afterschool program in April 2015. Small group literacy instruction integrates technology. We have a one-to-one ratio of tablets to students to provide technology education and literacy instruction simultaneously. We utilize Reading A-Z software that provides Paraeducators lesson plans and progress reports for each student.</p>			
Baltimore Curriculum Project	\$56,766	30	Comprehensive
<p>Description: The Frederick Elementary After School Program (ASP) will improve student achievement in literacy, math, and science while providing a variety of engaging enrichment activities. Students will engage in 25 minutes of English Language Arts/Core Knowledge instruction and 25 minutes of math instruction each day, Monday through Thursday. All students will engage in 40 minutes of hands-on STEM activities, one day a week, and 40 minutes of enrichment activities four days a week. Enrichment activities are designed to reinforce and complement the day school’s academic program and will include youth development and engagement activities, service-learning, art, music, urban gardening, violence prevention, the D.A.R.E. program and debate. The program will also provide field trips, a nutritious snack, dinner, and activities that engage families and community members.</p>			
Baltimore Teacher Network	\$52,500	30	Single Focus Enrichment

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<p>Description: Baltimore Teacher Network has developed an academic, social and artistic community learning center program that will enrich the lives of our students. From an academic and social perspective, we have concluded that for the betterment of our young people it is imperative that we create sustainable programs addressing the uniqueness of each individual student which would allow educators to focus on the holistic education with integrity. With that being stated, our goal is to educate, encourage and support students to become more scholarly while expressing themselves artistically.</p>			
Baltimore Urban Debate League	\$50,000	40	Single Focus Enrichment
<p>Description: Throughout its history the Baltimore Urban Debate League (BUDL) has enabled thousands of deserving Baltimore City students to find their voice, purpose, and power. BUDL’s mission is to promote the use of argumentation and debate as tools to empower students to develop educated, informed, and confident voices that improve opportunities in their lives. The program offers 40 students the opportunity to participate in a structured debate league with competitions and instruction from trained teacher-coaches.</p>			
Bridging the Gap	\$23,466	30	Comprehensive
<p>Description: Our program was designed to provide academic enrichment and physical activity to students in our care. We aim to ensure students see themselves in the lessons on arts, science, information technology, social studies, language, phonics, and mathematics so they can apply it in real-time, real-world (or BTG created) situations.</p>			
Creative Alliance	\$49,590	25	Specialized focus or cohort
<p>Description: The PASS after-school program offers a structured and engaging after-school program to address the needs of literacy and social-emotional competencies through a comprehensive offering of reading intervention, wellness enrichment, SEL, and family supports. Intensive reading intervention utilizes the Wilson Reading System and Leveled Literacy Intervention (LLI) program. Strategies to improve attendance and SEL include: a Community School model (wrap around supports), the TRIBES process (SEL), and enrichment (fitness, nutrition wellness). Through targeted reading intervention, addressing the whole child, and family supports, PASS will achieve its goal of improved literacy for 125 under-performing students in K-8th grade.</p>			
Downtown Sailing Center	\$50,000	25	Comprehensive
<p>Description: Homework help was a top priority for the administrators, teachers and parents of the school community and is an activity the program offers. Following homework help beginning around 5:15PM students will begin enrichment which will change based on the theme of the week. The themes determined by the on-site coordinator will range from etiquette, math puzzles to environmental modules provided by the Downtown Sailing Center and of course sailing! We will also have outside enrichment partners that include VoloCity Foundation, STEM Olympiad and APGADs dance crews.</p>			

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Harlem Lacrosse and Leadership @ James McHenry	\$60,000	30	Comprehensive
Description: We at Harlem Lacrosse know that our participants lack neither the potential nor the talent, but rather the opportunities to set out on the path to lifelong success. We provide such opportunities through an intentional program design centered around four core elements: 1) academic performance; 2) social-emotional growth; 3) deep personal engagement; and, 4) on-time school advancement. Each element is cultivated and reinforced in our wrap-around, comprehensive programming, which includes athletics, academics, and cultural enrichment.			
Holistic Life Foundation, Inc.	\$50,000	25	Comprehensive
Description: HLF's afterschool program, Holistic Me, was established in 2002. We run the Holistic Me after school program at Coleman, which has been our main school site since 2009. Holistic Me is based on HLF's comprehensive mindfulness and restorative practices approach, which helps children develop their inner lives and positive behavior through yoga, mindfulness, and self-care. The result is better resolution of conflicts and reduction in violence.			
Little Flowers Early Childhood and Development Center	\$44,993	45	Comprehensive
Description: The program has a variety of enrichment activities such as: Theater, Football, Karate, Chess, Music, Culinary Arts, & Art that we offer free of charge to families. We also offer students academic help with every day. We offer free tutoring on every 2nd and 4th Saturday to any student in Baltimore City between the ages 4- 12, so students can get the extra help they need in a one on one setting, we also provide transportation, breakfast and lunch to those students.			
Living Classroom Foundation at the CARE Program	\$50,000	25	Comprehensive
Description: The UA House is home to the CARE Program, an established OST (after school and summer) program that helps low-income youth increase their academic, social, and behavioral skills. In addition the UA House hosts a variety of free community events and resource fairs, fitness and nutrition programs for Baltimore City public school student groups, and numerous community groups use the center for programming.			
POP Inc. (Play On Purpose)	\$65,000	35	Comprehensive
Description: The P.O.P. Leadership and Sports Academy (PLSA) is a proposed year-long out of school time partnership between P.O.P. Inc. and The Baltimore Leadership School for Young Women (BLSYW). The fundamental purpose of our organization is to empower and ignite leadership and academic scholarship in athletes on and off the court. Through our unique instructional and coaching model, P.O.P. coaching staff, whom many are current or			

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former collegiate athletes will provide rigorous academic, athletic and leadership development to student-athletes daily. Through these measures, the PLSA program at BLSYW will enable student-athletes to grow academically, develop athletically and emerge as student-leaders ready to make a difference in their school, community and abroad.			
Rho Tau Lambda	\$10,000	50	Specialized focus or cohort
Description: Project Alpha is designed to provide education, motivation and skill-building on issues of responsibility, relationships, teen pregnancy and sexually transmitted diseases for youth ages 8-15 years. The program is designed to provide youth with current and accurate information about teen pregnancy prevention, mentoring opportunities and leadership skills development. Project Alpha consists of a series of workshops and informational sessions conducted by the Rho Tau Lambda Foundation that covers topics such as racism, poverty, and peer pressure.			
Smart Steps Youth Services @ Curtis Bay	\$76,440	40	Comprehensive
Description: Smart Steps will provide a high quality comprehensive OST program for 65 students in Pre K – 5th grade. Created and fully implemented in partnership with youth voice, parent support, and community engagement, its menu of services includes academic achievement, enrichment programs, daily inclusion of physical activity, healthy meal service and family & community engagement opportunities. Primary grades will complete the Engineering Adventures Program which includes 4 units including Air Drop, Acoustic Devices, Earthquakes and Flying Tech. Intermediate grade students will complete Engineering Everywhere which has 4 units including Bioplastics, Here Comes The Sun, Go Fish and Growing Up.			
Soccer Without Borders	\$50,000	27	Comprehensive
Description: As a leader in the field of sports-based youth development, particularly programs that target underserved populations, Soccer Without Borders has proven success in providing high-quality programming that contributes to youth success. 100% of SWB participants in Baltimore have graduated high school, and 95% have gone on to enroll in post-secondary education. The program utilizes an ESOL-integrated soccer curriculum that provides opportunities for participants to practice English in a fun and engaging context, combined with tutoring, homework help, and direct ESOL instruction			
The Be. Org	\$35,713	25	Specialized focus or cohort
Description: The Be-You-Tifully You Girls Empowerment Academy is a Saturday program that will bring together young girls from across the city, to provide character building, empowerment, self-exploration, confidence, community and cultural awareness, and college prep and career exploration opportunities. The program will feature activities on life skills, soft skills, and a girls retreat.			
Writers in Baltimore Schools	\$28,000	14	Specialized focus or cohort

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Description: WBS will provide low-income, underserved students at Calverton Middle School with a vibrant environment for literary development through OST writing workshops. We offer an academically oriented creative outlet unavailable in most Baltimore City Public Schools, taught by writers from local universities. Our creative writing courses teach students how to express themselves while immersing themselves in poetry, literature, and writing skills.			
Y at the Judy Center	\$55,000	25	Comprehensive
Description: Y Afterschool Enrichment will target learning through play and physical activity, using center-based learning and small group instruction. The primary curriculum will be Frog Street. Frog Street Pre-K is a comprehensive, research-based program that integrates instruction across developmental domains and early learning disciplines, using a project-based structure. Strengths of the curriculum include math, science, literacy, support for English-language learners, oral language development, and its many social and emotional components.			

Program Objective 4: Summer & Innovation Grants

Grantee	Funding Total	Project Type
Baltimore City Foundation (subject to RFP for subgrantee allocations)	\$50,379	OST programming for children and youth/ funding for innovative projects serving priority populations.
Description: These funds will be used to support innovative programs and activities that support Mayoral priorities and may happen either during the school year or during the summer. Underspending from awards made during the school year will be redirected to this innovation fund and used to support school year and summer activities and programs.		

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MOHS - cont'd

The Board approved and authorized execution of the Agreement with the Baltimore City Foundation, Inc. The Board also approved the template for the Grant Agreement and authorized the Mayor's Office of Human Services to enter into agreements, subject to approval for form and legal sufficiency by the Law Department, with grantees listed in the Out of School Time Project in Exhibit B of the Agreement with the Baltimore City Foundation.

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PROPOSALS AND SPECIFICATIONS

1. Department of Public Works/
Office of Engineering and
Construction - WC 1272, Pennington Avenue &
Vicinity Water Main
Replacements
BIDS TO BE RECV'D: 11/08/2017
BIDS TO BE OPENED: 11/08/2017

2. Department of Transportation - TR 10309, Inner Harbor Water
Taxi Terminal
BIDS TO BE RECV'D: 12/06/2017
BIDS TO BE OPENED: 12/06/2017

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above Proposals and Specifications to be advertised for receipt and opening of bids on the dates indicated.

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President: "There being no more business before this Board, we will recess until 12 noon. Thank you."

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Clerk: "Good Afternoon, the Board of Estimates is now in session for the receiving and opening of bids."

BIDS, PROPOSALS, AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued Addenda extending the dates for receipt and opening of bids on the following contracts. There were no objections.

Department of Public Works - WC 1328, Montebello
Filtration Plant No. 1,
Infrastructure Improvements
BIDS TO BE RECV'D: 11/08/2017
BIDS TO BE OPENED: 11/08/2017

Department of Public Works - WC 1366, Urgent Need Water
Infrastructure Rehabilitation
BIDS TO BE RECV'D: 10/25/2017
BIDS TO BE OPENED: 10/25/2017

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Thereafter, UPON MOTION duly made and seconded, the Board received, opened, and referred the following bids to the respective departments for tabulation and report:

Department of Transportation - TR 18001, Reconstruction of Footways Citywide

Santos Construction Co., Inc.
 J Villa Construction, Inc.
 P & J Contracting Co Inc.
 M. Luis Construction Co., Inc.
 Thomas Construction Group, LLC

Department of Transportation - TR 18004, Reconstruction of Alleys Citywide

Santos Construction Co., Inc.
 J Villa Construction, Inc.
 P & J Contracting Co Inc.
 M. Luis Construction Co., Inc.

Department of General Services - GS 16815, Mitchell Courthouse Jury Assembly Room 320 Renovations

Boulevard Contractors Corp.
 Trionfo Builders Inc.
 Thomas Construction Group, LLC

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Bureau of Purchases - B50005149, Lock Box Service

Merkle Response
Sourcecorp BPS, a subsidiary of Exela Technologies

Bureau of Purchases - B50005143, Recreational
Vehicle and Motor Home
Repairs

Efficiency Enterprises of MD, LLC

Bureau of Purchases - B50005110, Solar Powered
Trailer Mounted Message
Boards

Dimensional Products Inc.
Garden State Highway Products
National Capital Industries, Inc.

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, October 25, 2017.


JOAN M. PRATT
Secretary