

MINUTES**REGULAR MEETING**

Honorable Brandon M. Scott, President
Honorable Bernard C. "Jack" Young, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Matthew W. Garbark, Acting Director of Public Works
Dana P. Moore, Acting City Solicitor

President: "Good Morning. The August 12, 2020 meeting of the Board of Estimates is now called to order. In the interest of promoting health and safety as we continue to deal with the COVID-19 pandemic, the Board of Estimates continues to meet virtually. I will direct the Board Member's attention to the Memorandum from my office dated August 10, 2020, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Comptroller. I will entertain a motion to approve all the items contained on the routine agenda, and Madam Solicitor I believe you want to make a statement about the -- the um -- settlements as well."

Acting City Solicitor: "Ah -- yes, Mr. President. Good morning everyone. Um -- the Law Department settlements that are at pages 32 ah -- 38 and again, at those pages 32, 38 and 86 those are the James Potts and McGrier settlements. Those should be moved to the routine um -- agenda. Ah -- with that um -- I would move approval of all items on the routine agenda including the James Potts and McGrier settlements."

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Acting Director of Public Works: "I second."

President: "Alright. All those in favor say Aye. All of those opposed, say Nay. The motion carries. The routine agenda items have been adopted."

* * * * *

MINUTES**BOARDS AND COMMISSIONS**1. 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:

Greenman-Pedersen, Inc.	Landscape Architect Engineer Land Survey Property Line Survey
Soil and Land Use Technology, Inc.	Engineer
Wood Environment & Infrastructure Solutions, Inc.	Engineer

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.

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Department of Audits - Audit Report

The Board is requested to **NOTE** receipt of the following Audit Report:

1. Department of Transportation Biennial Performance Audit Report Fiscal Years Ended June 30, 2019 and 2018.

President: "Uh -- the first item on the non-routine agenda can be found on page two Department of Audits, Audit Report. Now we will hear from the Auditor. Um -- Mr. Auditor -- Mr. Auditor."

City Auditor Josh Pasch: "Good morning. Mr. President, Mr. Mayor, Madam Comptroller and members of the Board of Estimates. I am here to present the Biennial Performance Audit on the Department of Transportation. The objectives of our audit were to determine whether the Department of Transportation met its performance measure targets, evaluate whether the Department of Transportation had adequately designed internal controls related to the selected performance measures, and to follow-up on prior findings and recommendations included in the previous Biennial Performance Audit Report, dated October 24, 2018. The scope of our audit is Fiscal years 2019 and 2018. We looked at the following service centers. Street Management Service 683. This service provides the

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preventative maintenance, resurfacing -- this service provides the preventative maintenance, resurfacing, and streetscaping for City roadways, sidewalks, and alleys throughout the City. We also looked at Parking Enforcement Service 693. This service provides the enforcement of all parking laws in the City of Baltimore and also manages cross training and deployment of all Transportation Enforcement Officers. The performance measures we looked at were 683 were percentage of potholes repaired within 48 hours of reporting and cost per lane mile resurfaced by internal crews. The performance measure we looked at for Service 693 was number of citations issued. According to the Budget Books for Fiscal Year 2019, the Department of Transportation did not meet the 2019 targets for any of the three selected performance measures. As a result, we did not validate the actual results to see if they were accurately reflected and had supporting documentation as they didn't meet the -- the targets. For Fiscal year 2018, the Department of Transportation met one of the three selected performance measure targets however, we did not validate the actual results of that performance measure because the Department of

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Transportation could not provide adequate supporting documentation for us to test. However, we did evaluate the processes and design of internal controls for the selected performance measures. Our current findings for this year are for Service 683 Street Management. We had a finding that there was a lack of policies and procedures and that resulted in inaccurate documentation of completion dates for the performance measures, performance of potholes repaired within 48 hours. When we were doing our audit procedures we noted that the Department of Transportation Street Management did not have and does not have formal policies and procedures, for tracking, reviewing, monitoring, or reporting the performance measures. As a result, clerical staff responsible for tracking and reporting the performance measure are not consistently documenting the completion dates for pothole repairs. Specifically, the completion times for pothole repairs recorded in the service requests and the City Work system and those recorded in the 311 complaints Tally sheets and those recorded in the Salesforce 311 service request summary do not agree. We noted a number of reasons that was for this um -- that they did not agree.

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One was that the times are not recorded in the Tally sheet and not consistently and they are also not reviewed and we also noted that when they are recorded into City Works that they're all um -- recorded when they're entered and not when they are actually um - - completed. Finding #2 Service 683 Street Management Performance of potholes repaired within 48 hours of reporting. The named performance measure in the Budget Book does not reflect the actual performance measure tracked by the DOT. The performance measure as stated in the Budget Book differs from the results tracked because the performance measure in the Budget Book is recorded as the percentage of potholes repaired within 48 hours. However, DOT has been tracking the percentage of pothole service requests repaired within 48 hours. The difference being that a service request can include multiple potholes. As a result, we have found that the Budget Book is actually understating the actual results that they're actually repairing since they're repairing more than they are recording. For Finding #3, 683 -- Service 683 Street Management should review processes to accurately record cost per lane mile.

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We found that the DOT had established guidelines to calculate the cost per lane mile. The -- to validate -- the has not -- have um -- guidelines to validate the accuracy of a calculation of cost per lane mile reported in the Budget Book and they um -- do not periodically update the formula to accurately reflect the up-to-date other personnel cost. This causes inaccurate results being reported in the Budget Book. The current formula to calculate the cost per lane mile does not include all other personnel costs. For example, it does not include all the costs contributed by the City including those for the City's portion of FICA and those for some retirement benefits. For Finding #4 for Six Service 693 Parking Enforcement number of citations issued. The performance measure does not measure productivity. Um -- one of the tasks we were given by the Biennial Audit Commission um -- was to look at whether the Performance Measures were reporting the effectiveness of the agency. And this measure is outside of the control of the Department of Transportation, because it's based on those people um -- in the City who are violating parking -- parking um -- are violating parking laws. And so as a result, um -- this measure does not to set a target for this measure um -- does not accurately effect the effectiveness of the DOT. We also looked at the

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implementation status of prior audit findings and recommendations. Um -- we had 11 prior action plans that we followed-up on. None of the action plans were fully implemented. Four action plans were partially implemented and seven were not implemented. The action plans that were partially implemented were for average annual electric -- electricity cost for streetlight, and we noted that those -- there was a performance measure did not have accurate ways to determine whether the measure was being um -- the targets were being met. We also -- another one that was partially implemented was percentage of it inspected streets meeting city roadway lighting standards. Um -- and that one also they did not have an effective way to set targets and measure whether those targets were being met. We also noted that the number of circular -- circulator riders annually performance measure that they originally um -- they could not provide the documentation and they are um -- they had an action plan to get a new vendor and they have um -- moved forward in that process but they have not completed that process to um -- accurately track and measure that.

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Another performance measure was the average circulator headway um -- during rush hour and we noted that they didn't have effective um -- and accurate supporting documentation and also they did not meet the performance measures. And that is similar to that -- to the previous one where they did um -- they did have an action plan which changed the vendor and put processes around that, and we did see progress during that but it was not completed. For the prior findings that were not implemented, it was percentage of streetlight outages repaired within four days. For that one um -- there was a they were not able to provide documentation um -- for the amounts reported in the Budget Book and those that were being reviewed were um -- inaccurate. We found that those plans to um - - increase the accuracy there and to work controls around that were not implemented. We looked at the number of Marina Dockings. Um -- in prior, the DOT did not meet those performance measures and that the supporting documentation was not supporting the amounts reported, and for that the DOT is reviewing the entire Marina Docking um -- process and that um -- section but they did

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not implement any of those action plans noted in the 2017 and 2016 audit. For percentage of docking capacity books during peak um -- peak season the same thing. Um -- the DOT is reviewing the um -- how they're going to handle the docking going forward and none of the action plans for that were implemented. Ah -- we also noted a percentage of Dock Master operations supported with docking fee revenue that those um -- fee, goals, fee revenues were not met and the same as above the um -- the DOT is reviewing that whole um -- process and that Service Center. Same thing for number of Rascal dockings per year that there was not accurate supporting documentation to represent the um -- the numbers being reported. We also noted that the average number of hours between street cut service requests received an inspection completed. We noted that those targets were not met and that they didn't have supporting documentation and those action plans were not implemented during our -- by the time we did our Audit. Um -- the same thing with percentage of street cuts determined to be improper during inspection. Those in 2017 and 16 the DOT did not provide supporting documentation to support the amounts reported in the Budget Book

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and action plans related to that were not implemented. Thank you and I will take any questions that you have."

President: "Ah -- thank you. Before we do that uh -- Mr. Auditor, ah -- Director Sharkey uh -- would you like to respond."

Mr. Steve Sharkey: "Greetings Steve Sharkey, Director of D-O-T. Uh -- I thank the Audit Department for their uh -- thorough look through at these. Ah -- I certainly think that there are certain portions where we could improve ah -- some record keeping on uh -- I guess the ah-- what would be called uh -- the types or the service type numbers so we can certainly do that. As well as, I think that these uh -- you know of course need to be looked at overall. Ah -- we do outcome budgeting every or used to do outcome budgeting we stopped, and I say we, being the City as a whole, and needs to look at these-- ah -- with critical eye to make sure these service types we put in are both useful to the operation as well as capturable. So certain ones are definitely important to the operation some of them are no longer. Ah -- for example, the marina operations has been among a money-losing proposition for as long as anybody can remember and I really want to change that whole

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thing because we don't make money off it and it hasn't been working. So, of course ah -- we would like to work with BBMR to find it and make sure that these measurable what we want to do, and how well we want to do work and move forward from there."

President: "Thank you. Uh -- Mr. Director uh -- you mute everyone mute themselves while you're not talking please. Thank you. Uh -- Mr. Director, just in particular to me can you tell me about the -- the progress you guys have made on the finding in reference to ah -- just basic service like potholes for us not to know ah -- that kind of information is very alarming to me and to me this is something critically important as we move forward that we are providing people ah -- top -- top quality service period. Especially on things that are as basic as them picking up the phone and saying, hey there's a pothole on my street can you inform us about the progress that you guys have made in that area."

Mr. Sharkey: "Yeah and I -- I mean -- I don't -- I don't believe at all that the service of the pothole um -- is poor. So we're

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out there if you call in a pothole, we're there. The record keeping is not appropriate for the modern standard day. So we need to have a little bit more tightness on records that can be kept over the long term. So if you go back 10 or 15 years you call up the guy on the radio say, hey go to 200 West XYZ block they go out there stamp it out and then call it back in on the radio. We -- now they use pieces of paper it's a little bit convoluted but it needs to be clear now that we've also fully implemented a new in-house work order system. So it's not that the work isn't getting done it's just that it's not recorded in a way that can then be audited later, which we will be working on."

President: "Well that's my follow-up question and -- and being in the environment that we're in now where everything is digital and virtual, can you talk about some steps that you guys have made to -- to work towards that."

Mr. Sharkey: "I'll have to get back to you because we have -- we have not figured out exactly where to go because we would then

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have to consider new items along that way. I have not seen a fully virtual way for each crew to use either an iPhone or an iPad that works. Ah -- but hopefully in the future that could be implemented."

President: "Yeah. Just know note -- note that - that's something I think is a critical important. People have to believe ah -- in this service -- in the services that they are getting. Also can you talk about ah -- ah -- the Auditor talked about you guys inability to be able to track things because of it you know -- maybe it's a systems issue or maybe it's being something that maybe you shouldn't be tracking especially when you are talking about the Parking -- the parking, the parking results you talked about. Have you guys had a conversation with the Auditors office and maybe BBMR about those issues?"

Mr. Sharkey: "Yeah this isn't uh -- the thing about the parking is that uh -- the Auditors don't believe that it um -- that it track actually tracks performance, so this is a performance Audit. So I think that you know something that looks more at ah -- safe efficiency not just raw numbers ah -- and that's exactly what the Auditor said it's not about efficiency or effectiveness it could

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be the wind or say ah -- I don't know maybe ah -- computerized crash or a major pandemic could greatly change that number so it's not a performance measure, it's just more of a number so we want to work with BBMR to come up with a number that actually looks at the performance of the employees on the ground."

President: "And my -- my last question um -- can you talk about the progress you guys have made on the circulator then being able to track ridership with you know new vendor and those kind of things."

Mr. Sharkey: "Yeah so we've had a new vendor so we now have uh - with that contract will probably be going out in like a year and a half or so for the next vendor because it's an emergency three-year contract. Ah -- just to get through because of all the issues we had with the previous vendor. Ah -- so we do still do hand counts ah -- as well as working to get ah -- upgrade our, all of our internal IT systems on each bus. Also we received six new buses this year and will receive six well -- six new buses. I guess probably early this year we'll receive six new buses at the end of

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this year, early next year and that will be an upgraded fleet which will have the up-to-date technology needed for the bus counts."

President: "Thank you. Madam Comptroller."

Comptroller: "Yes. I -- I just like to thank Mr. Sharkey and the Department of Transportation because, the Comptroller's Office often gets ah -- requests and complaints about potholes and I can say that the Department of Public Works -- Department of Transportation repairs those uh -- potholes immediately and I just want to thank Mr. Sharkey. The record keeping probably needs to be improved upon, but the actual uh -- performance of repairing those potholes are done immediately and I just want to thank Mr. Director Sharkey and the Department of uh -- Transportation. Thank you."

Mr. Sharkey: "And -- and thank you, Madam Comptroller and that's really due to the work of the crew we have you know -- we have less crews out there now less now but uh -- you know they -- they get out there and they just -- you see them stamping, man they got big arms and shoulders from hitting those potholes so they are out there. We got you know less now but because of the pandemic but there is always a lot crews out there hitting up the potholes."

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President: "Thank you. Are there any other questions from any other Board members? Thank you. Thank you both. Uh -- the Audit has been Noted."

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Department of Real Estate - Lease Agreement Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal option of the Lease Agreement with the Department of Health, Tenant, for the rental of a portion of the property known as 3000 Druid Park Drive, being on the 2nd floor, consisting of 1,937 square feet (Suite 2A and 2C). The period of the renewal is August 1, 2020 through July 31, 2025.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly</u>
1	\$32,380.23	\$ 2,698.35
2	\$33,675.44	\$ 2,806.29
3	\$35,022.46	\$ 2,918.54
4	\$36,423.36	\$ 3,035.28
5	\$37,880.29	\$ 3,156.69

Account - 1001-000000-3023-274000-603013

BACKGROUND/EXPLANATION:

On July 29, 2015, the Board approved the Lease Agreement between the Mayor and City Council of Baltimore, Landlord and the Department of Health, Tenant. The Leased Premises shall be used by the Department of Health's Community Risk Reduction Services program. The Agreement was for five years, commencing August 1, 2015 and terminating July 31, 2020 with the option to renew for an additional five-year period. On January 24, 2018 the Board approved an Amendment to Lease Agreement for an increase in 477 square feet which made the total square footage 1,937 at the site.

The Department of Health has exercised their renewal option, commencing August 1, 2020 and terminating July 31, 2025. All other rentals, conditions and provisions of the Lease Agreement dated

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Department of Real Estate - cont'd

July 29, 2015 and amended January 24, 2018 remain in full force and effect. The Property Manager for this site is Otis Warren & Company, Inc.

The renewal is late because of the administrative process.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the renewal option of the Lease Agreement with the Department of Health, Tenant, for the rental of a portion of the property known as 3000 Druid Park Drive, being on the 2nd floor, consisting of 1,937 square feet. (Suite 2A and 2C).

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EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following pages:

3067 - 3074

The EWOs were reviewed and approved

by the Department of

Audits, CORC, and MWBOO

unless otherwise indicated.

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>		<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext.</u>	<u>Compl.</u>

Department of Transportation/DOT
Engineering and Construction

- | | | | | |
|---|---------|------------------------------------|----------|-----|
| 1. EWO #002, \$0.00 - TR 18006, Resurfacing Highways @ Various Locations - Northeast Sector I | | | | |
| \$2,285,506.15 | \$ 0.00 | Manuel Luis Construction Co., Inc. | 188 days | 99% |

This authorization is requested by the Department of Transportation and provides for a 188-day non-compensable time extension. The Board has approved one previous time extension for a total of 270 days, which included a completion date of June 26, 2020. The EWO No. 2 is needed to complete the ongoing work being done on the contract which requires asphalt placement, pavement markings, 7" and 9" concrete placement, and sidewalk and ADA ramp repairs. With this time extension, the revised completion date will be December 31, 2020.

An Engineer's Certificate of Completion has not been issued.

MWBOO SET GOALS OF 23% FOR MBE AND 9% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON JUNE 30, 2020.

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Contractor</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>		<u>Ext.</u>	<u>Compl.</u>

Department of Transportation/DOT - cont'd
Engineering and Construction

2. EWO #002, \$0.00 - TR 19011, Resurfacing Highways @ Various Locations - N.E. Sector I				
\$1,959,434.41	\$ 0.00	Manuel Luis Construction Co., Inc.	125 days	99%

This authorization is requested by the Department of Transportation and provides for a 125-day non-compensable time extension. The Board has approved one previous time extension for 108 days, which included a completion date of June 30, 2020. The EWO No. 2 is needed to complete the ongoing work being done on the contract which requires asphalt placement, pavement markings, 7" and 9" concrete placement, and sidewalk and ADA ramp repairs. With this time extension, the revised completion date will be December 31, 2020.

An Engineer's Certificate of Completion has not been issued.

MWBOO SET GOALS OF 26% FOR MBE AND 10% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON JULY 1, 2020.

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Contractor</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>		<u>Ext.</u>	<u>Compl.</u>

Department of Transportation/DOT - cont'd
Engineering and Construction

3. EWO #002, \$0.00 - TR 19013, Resurfacing Highways @ Various Locations - S.W. Sector III				
\$1,898,149.77	\$ 0.00	Manuel Luis Construction Co., Inc.	125 days	-

This authorization is requested by the Department of Transportation and provides for a 125-day non-compensable time extension. The Board has approved one previous time extension for 108 days, which included a completion date of June 30, 2020. The EWO No. 2 is needed to complete the ongoing work being done on the contract which requires asphalt placement, pavement markings, 7" and 9" concrete placement, and sidewalk and ADA ramp repairs. With this time extension, the revised completion date will be December 31, 2020.

An Engineer's Certificate of Completion has not been issued.

MWBOO SET GOALS OF 26% FOR MBE AND 10% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON JULY 1, 2020.

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Contractor</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>		<u>Ext.</u>	<u>Compl.</u>

Department of Transportation/DOT - cont'd
Engineering and Construction

4. EWO #003, \$0.00 - TR 18008, Resurfacing Highways @ Various Locations - Southwest Sector III				
\$2,272,905.50	\$ 595,375.00	Manuel Luis Construction Co., Inc.	188 days	99%

This authorization is requested by the Department of Transportation and provides for a 188-day non-compensable time extension. The Board has approved two previous time extensions for a total of 270 days, which included a completion date of June 26, 2020. The EWO No. 3 is needed to complete the ongoing work being done on the contract which requires asphalt placement, pavement markings, 7" and 9" concrete placement, and sidewalk and ADA ramp repairs. With this time extension, the revised completion date will be December 31, 2020.

An Engineer's Certificate of Completion has not been issued.

MWBOO SET GOALS OF 23% FOR MBE AND 9% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON JULY 8, 2020.

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>

Department of Public Works/Office
of Engineering and Construction

- | | | | | |
|---|--------------|------------------------|---|---|
| 5. EWO #002, \$84,999.99 - SC 910, Improvements to Sanitary Sewer Collection System in the Herring Run Sewershed Part 2: Chinquapin Run | | | | |
| \$23,553,300.00 | \$605,000.00 | Spiniello
Companies | - | - |

The Office of Engineering and Construction is requesting funds for construction updated electrical features, including installation of new street light poles, solar-powered light fixtures, hand-boxes, and approximately 335 linear feet of encased conduit along the 5400 block of Northwood Drive. The planned work called for temporary relocation of poles and service lines which were to be reused and reinstalled.

During construction, the Department of Transportation requested that new fixtures and the conduit described above be installed instead. The Contractor agreed to make the repairs under this contract. The associated costs to add this work were reviewed and found acceptable. The Department is requesting a lump-sum amount of \$85,000.00 to be added to this contract to pay for this work.

The Certificate of Completion form will not be completed until a scheduled time after final payment and final completion has been given by the Department.

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EXTRA WORK ORDERS

<u>Contract</u>	<u>Prev. Apprvd.</u>		<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext.</u>	<u>Compl.</u>

Department of Public Works/Office - cont'd
of Engineering and Construction

The scope of the construction project includes Cured-In-Place Piping lining, replacement of existing sanitary sewers and manholes, installation of new upsized interceptor sewers, as well as stabilization and restoration of Chinquapin Run Stream from Walker Avenue to Perring Parkway.

MBE/WBE PARTICIPATION:

The Contractor will comply with Article 5, Subtitle 28 of the Baltimore City Code and the 18% MBE and 16% WBE goals assigned to the original agreement.

THE EAR WAS APPROVED BY MWBOO ON MAY 14, 2020.

- | | | | | | |
|----|--|--------------|-----------|---|---|
| 6. | EWO #003, \$27,545.79 - SC 910, Improvements to Sanitary Sewer Collection System in the Herring Run Sewershed Part 2: Chinquapin Run | | | | |
| | \$23,553,300.00 | \$690,000.00 | Spiniello | - | - |
| | | | Companies | | |

The Office of Engineering and Construction is requesting funds to replace existing sports backstops impacted by the project. It was necessary to remove the backstops due to their proximity to open-cut excavation sewer work. The backstops were located on the uphill side of a deep trench which posed a significant safety risk to the crew working below. Furthermore, it created the potential for undermined conditions, limiting the Department's ability to properly compact the soil. The costs to remove and furnish two new sports backstops were reviewed

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>

Department of Public Works/Office - cont'd
of Engineering and Construction

and found acceptable by the Design Engineer. The Department is requesting the lump-sum amount of \$27,545.79 to be added to the contract to pay for this work.

The Certificate of Completion form will not be completed until a scheduled time after final payment and final completion has been given by the Agency.

The scope of the construction project includes Cured-In-Place Piping lining, replacement of existing sanitary sewers and manholes, installation of new upsized interceptor sewers, as well as stabilization and restoration of Chinquapin Run Stream from Walker Avenue to Perring Parkway.

MBE/WBE PARTICIPATION:

The Contractor will comply with Article 5, Subtitle 28 of the Baltimore City Code and the 18% MBE and 16% WBE goals assigned to the original agreement.

THE EAR WAS APPROVED BY MWBOO ON MAY 14, 2020.

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Contractor</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>		<u>Ext.</u>	<u>Compl.</u>

Department of General Services

7. EWO #004, \$94,248.00 - GS 17809, Central Garage Pavement Repairs				
\$1,812,868.00	36,874.96	Potts & Callahan, Inc.	-	38%

The Contractor will furnish and install a 10" thick concrete pad located within Area "C" at the request of Fleet Management for a total amount of \$110,160.00. The Contractor will also provide a credit in the amount of (\$15,912.00) for milling and overlay work that will not be performed in this area due to the change in scope.

MBE/WBE PARTICIPATION:

MBE: Chevy Chase Contractors, Inc. \$68,850.00 73.05%

WBE: American Asphalt Paving Co., (\$12,240.00) 12.99%
Inc.
(Reduction in scope)

THE EAR WAS APPROVED BY MWBOO ON JUNE 12, 2020.

MINUTES

Mayor's Office of Homeless Services (MOHS) - Agreements

The Board is requested to approve and authorize execution of the various Agreements. The period of the agreements is from July 1, 2020 through June 30, 2021.

1. **MANNA HOUSE, INC.** **\$ 97,889.00**

Account: 1001-000000-3572-778700-603051

The City has allocated certain general funds to the Department and desires to utilize said funds to assist Providers in the provision of emergency services to the homeless population of Baltimore City. Manna House, Inc. will use the funds to operate a day center and provide supportive services to 50 individuals experiencing homelessness in the City. The Provider will offer service(s) through their Soup Plus Program.

MWBOO GRANTED A WAIVER ON AUGUST 4, 2020.

2. **HEALTHCARE FOR THE HOMELESS, INC.** **\$ 1,076,543.00**

Account: 5000-507021-3573-818700-603051

The City has received a Maryland Department of Health grant to undertake the ACIS Medicaid Pilot Program. As a sub-recipient, Health Care for the Homeless, Inc. will provide tenancy-based case management services for up to 200 Medicaid-eligible homeless clients within the City.

The delay in submission is because of a delay at the administrative level.

MWBOO GRANTED A WAIVER ON JUNE 29, 2020

MINUTES

MOHS - cont'd

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.

MINUTESEmployees' Retirement System - Investment Management Agreement**ACTION REQUESTED OF B/E:**

The Board is requested by the Board of Trustees of the Employees' Retirement System (ERS) to approve an Investment Management Agreement for its investment in Pugh Capital Management, Inc., fixed income fund.

AMOUNT OF MONEY AND SOURCE:

\$63,000,000.00 - Approximate ERS funds

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

The ERS Board of Trustees conducted a search for a fixed income investment manager and, as a result of that search, selected Pugh Capital Management, Inc., a private fixed equity manager to accept an initial investment of \$63,000,000.00.

The search and selection process was conducted with the assistance and advice of ERS' alternative investment advisor, Marquette Associates.

MWBOO GRANTED A WAIVER ON JULY 13, 2020.

UPON MOTION duly made and seconded, the Board approved the Investment Management Agreement for the ERS' investment in Pugh Capital Management, Inc., fixed income fund. The Comptroller

ABSTAINED.

MINUTES

Fire and Police Employees' - UBS (US) Group Trust
Retirement System Participation Agreement

ACTION REQUESTED OF B/E:

The Board is requested by the Board of Trustees of the Fire and Police Employees' Retirement System (F&P) to approve and authorize execution of its UBS (US) Group Trust Participation Agreement for its investment in UBS Emerging Markets Equity Collective Fund, a collective investment fund of UBS (US) Group Trust, a tax-exempt group trust.

AMOUNT OF MONEY AND SOURCE:

\$477,500.00 - Average annual fee

\$65,000,000.00 - Approximate F&P initial investment

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

The F&P will pay UBS Asset Management Trust Company an average \$477,500.00 annual fee (.74%) to manage its initial investment of approximately \$65,000,000.00. The investment fee, along with all other management fees and expenses, will be netted out of investment proceeds.

The F&P Board of Trustees conducted a search for an emerging markets equity investment manager and, as a result of that search, selected UBS Asset Management Trust Company to accept an initial investment of approximately \$65,000,000.00 to be placed with UBS Emerging Markets Equity Collective Fund. The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, New England Pension Consulting.

MINUTES

Fire and Police Employees' - cont'd
Retirement System

MWBOO GRANTED A WAIVER ON AUGUST 3, 2020.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Fire and Police Employees' Retirement System's UBS Group Trust Participation Agreement for its investment in UBS Emerging Markets Equity Collective Fund, a collective investment fund of UBS Group Trust, a tax-exempt group trust. The Comptroller **ABSTAINED**.

MINUTES

Fire and Police Employees' - Participation Agreement
Retirement System for the FIAM Group Trust
for Employee Benefit Plans

ACTION REQUESTED OF B/E:

The Board is requested by the Board of Trustees of the Fire and Police Employees' Retirement System (F&P) to approve and authorize execution of its Participation Agreement for its investment in FIAM Select Emerging Markets Equity Commingled Pool, a collective investment fund of FIAM Group Trust for Employee Benefit Plans, a tax-exempt group trust.

AMOUNT OF MONEY AND SOURCE:

\$382,500.00 - Average annual fee

\$65,000,000.00 - Approximate F&P initial investment

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

The F&P will pay Fidelity Institutional Asset Management Trust Company an average \$382,500.00 annual fee (.59%) to manage its initial investment of approximately \$65,000,000.00. The investment fee, along with all other management fees and expenses, will be netted out of investment proceeds.

The F&P Board of Trustees conducted a search for an emerging markets equity investment manager and, as a result of that search, selected Fidelity Institutional Asset Management Trust Company to accept an initial investment of approximately \$65,000.0000.00 to be placed with FIAM Select Emerging Markets Equity Commingled Pool.

The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, New England Pension Consulting.

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MINUTES

Fire and Police Employees' - cont'd
Retirement System

MWBOO GRANTED A WAIVER ON AUGUST 3, 2020

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Fire and Police Employees' Retirement System's Participation Agreement for its investment in FIAM Select Emerging Markets Equity Commingled Pool, a collective investment fund of FIAM Group Trust for Employee Benefit Plans, a tax-exempt group trust. The Comptroller **ABSTAINED**.

MINUTES

Fire and Police Employees' - Subscription Agreement
Retirement System (F&P)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Subscription Agreement with its investment in Vista Credit Partners Fund III, L.P.

AMOUNT OF MONEY AND SOURCE:

\$300,000.00 - Average annual fee
\$20,000,000.00 - Approximate F&P initial investment

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

F&P will pay Vista Credit Partners, Fund L.P, a minority-owned private credit manager, an average \$300,000.00 annual fee (1.5%) to manage its initial investment of approximately \$20,000,000.00. The investment fee, along with all other management fees and expenses, will be netted out of investment proceeds.

The F&P Board of Trustees conducted a search for a global credit investment

and selection process was conducted with the assistance and advice of F&P's investment advisor, New England Pension Consulting.

MWBOO GRANTED A WAIVER ON AUGUST 3, 2020.

UPON MOTION duly made and seconded, the Board approved and authorized execution of Fire and Police's Subscription Agreement for its investment in Vista Credit Partners Fund III, L.P. The Comptroller **ABSTAINED**.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

3084 - 3085

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.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
1. \$1,100,000.00	9910-923019-9587	
3 rd Comm. &	Homeownership	
Economic	Incentive	
Dev. Bonds	(Reserve)	
 \$ 350,000.00	-----	9910-903292-9588
		Baltimore City
		Employee Program
 230,000.00	-----	9910-903294-9588
		Buy Into Baltimore
 240,000.00	-----	9910-907109-9588
		Booster Program
		V2V
 <u>280,000.00</u>	-----	9910-905290-9588
		Live Near Your
		Work HCD
 \$1,100,000.00		

This appropriation transfer will fund the Office of Homeownership's incentive programs for Fiscal Year 2021, which provides assistance in the form of grants and forgivable loans for eligible homebuyers in Baltimore City.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Planning</u>		
2. \$ 100,000.00	9904-913042-9129	
2 nd Community	Great Blacks in Wax	
and Economic	Access - RES	
Dev. Loan		
150,000.00	"	"
3 rd Community		
and Economic		
Dev. Loan		
<u>\$ 250,000.00</u>	-----	9904-916042-9127
		Great Blacks in Wax
		Access - ACT

The transfer will help to fund accessibility improvements to the Great Blacks in Wax Museum restrooms and elevators, in addition to creating more exhibit space and upgrading the HVAC system.

MINUTESHealth Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is March 1, 2020 through February 28, 2021, unless otherwise indicated.

1. **THE JOHNS HOPKINS UNIVERSITY** **\$ 97,307.00**
(JHU)

Account: 4000-427720-3023-273309-603051

The JHU will utilize the funds to provide the services of a Planning Council Director and a Policy Analyst to coordinate the development of annual goals and objectives for the HIV Planning Council and its committees.

MWBOO GRANTED A WAIVER ON JULY 20, 2020.

2. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 99,341.00**

Account: 4000-427720-3023-273300-603051

The Johns Hopkins University School of Medicine, will utilize the funds to provide the services of a CAREWare Administrator to implement and maintain the centralized CAREWare system and provide data management support for the Ryan White Part A program.

MWBOO GRANTED A WAIVER ON JUNE 11, 2020.

3. **THE UNIVERSITY OF MARYLAND, BALTIMORE** **\$114,043.00**
(UMB)

Account: 4000-423121-3150-295905-603051

The University of Maryland, Baltimore Center for Health and Homeland Security (CHHS) will utilize the funds to assist with developing the Department's public health emergency

MINUTES

Health Department - cont'd

plans for Strategic National Stockpile and Emergency Medical Countermeasure dispensing. In addition, the UMB'S CHHS will assist with other preparedness and response initiatives, under the guidance of the Department's Office of Public Health Preparedness and Response Director and Deputy Director. The period of the agreement is July 1, 2020 through June 30, 2021.

MWBOO GRANTED A WAIVER ON AUGUST 3, 2020.

4. **HOPESPRINGS, INC.** **\$ 50,000.00**

Account: 4000-499020-3023-718000-603051

HopeSprings Inc. will utilize the funds by hiring a recruiter to increase outreach to more congregations to recruit more open table volunteers for the STD HIV Prevention project. Services will include increasing health literacy, HIV testing, linkage to HIV primary medical care and linkage to PrEP and PEP among the target populations served. The period of the agreement is January 1, 2020 through December 31, 2020.

MWBOO GRANTED A WAIVER ON JULY 20, 2020.

The agreements are late because of a delay in the administrative process.

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. The Mayor and President **ABSTAINED** on item nos. 1 and 2.

MINUTES

Health Department - Memorandum of Understanding (MOU)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding between the Maryland Department of Health and Mental Hygiene (DHMH), Medicaid Managed Care Administration and the Baltimore City Health Department (BCHD) - Local Health Department (LHD). The period of the Memorandum of Understanding is July 1, 2020 through June 30, 2021.

AMOUNT OF MONEY AND SOURCE:

The Local Health Department will be awarded F564N funds in the form of a supplement to the Administrative Care Coordination (ACC) Grant supported by 50% State and 50% matching Federal funds in accordance with the LHD funding award on the Unified Funding Document (UFD).

BACKGROUND/EXPLANATION:

The MOU is entered into between the DHMH, Office of Health Services, the BCHD, and the LHD for the purpose of defining the responsibilities of the Supplemental Administrative Care Coordination (ACC) Grant (F564N).

The Supplemental ACC Grant (F564N) means funding originating in the LHD Funding System (LHDFS) made by the DHMH to the BCHD, which is reflected on the Unified Funding Document (UFD) and is subject to all administrative and fiscal policy originating in the LHDFS and all conditions of the award.

The BCHD will maintain sufficient records of all costs charged to the grant award and comply with all terms and conditions set forth in the Conditions of Award, and assure that any cost claimed under this MOU does not duplicate cost claimed through other federal

MINUTES

Health Department - cont'd

funding. The BCHD will be awarded the ACC grant funds in the form of a supplement to the ACC grant supported by 50% State and 50% matching Federal funds in accordance with the LHD funding award on the UFD at the beginning of the fiscal year.

The Memorandum of Understanding is late because of administrative delays.

APPROVED FOR FUNDS BY FINANCE.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding between the Maryland Department of Health and Mental Hygiene, Medicaid Managed Care Administration and the Baltimore City Health Department - Local Health Department.

MINUTES

Health Department - Revised Notice of Award (NoA)

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a Notice of Award from the Department of Health and Human Services, Centers for Disease Control and Prevention. The period of the award is March 1, 2020 through February 28, 2021.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On April 8, 2020, the Board approved the original NoA in the amount of \$1,126,346.00 for the project titled, "Ending the HIV Epidemic: A Plan for America" - Ryan White A and B. The Revised Notice of Award is to remove one or more Grant Conditions imposed on projects.

All other terms and conditions remain in effect unless specifically removed.

The Notice of Award is late because of a delay in the administrative review process.

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

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

MINUTES

Health Department - Continuation Notice of Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Continuation Notice of Award (NoA) from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, for the continuation of the project titled, "ReCAST West Baltimore: Empowering Communities to Heal from Trauma." The period of the award is September 30, 2020 through September 29, 2021.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - 4000-483521-3080-294600-404001

BACKGROUND/EXPLANATION:

The purpose of the ReCAST West Baltimore project is to provide services to reduce the impact of trauma and build resilience in the Central West Baltimore Communities so that young people can complete school and engage in the workforce.

The NoA is late because of administrative delays.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Continuation Notice of Award from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, for the continuation of the project titled, "ReCAST West Baltimore: Empowering Communities to Heal from Trauma."

MINUTES

Health Department - Ratification of Amendment to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to ratify the Amendment to Agreement with Johns Hopkins University. The period of the Amendment to Agreement was July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$26,875.00 - 5000-520120-3080-288900-603051

BACKGROUND/EXPLANATION:

On December 11, 2019, the Board approved the original agreement in the amount of \$55,000.00 for the period July 1, 2019 through June 30, 2020. The Department is increasing the agreement by \$26,875.00 for additional services. This will make the total agreement amount \$81,875.00.

The Amendment to Agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER ON SEPTEMBER 12, 2019.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the Amendment to Agreement with Johns Hopkins University. The Mayor

ABSTAINED. The President **ABSTAINED.**

MINUTES

Law Department - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for the legal action brought by the Estate of William James against the Mayor and City Council of Baltimore.

AMOUNT OF MONEY AND SOURCE:

\$200,000.00 - 1001-000000-2041-716700-603070.

BACKGROUND/EXPLANATION:

As members of the Board are fully aware, the notorious Gun Trace Task Force ("GTTF") scandal that rocked the Baltimore City Police Department ("BPD") first came to light in early 2017 when several City officers were indicted by a federal grand jury on racketeering and related charges. In due course, most of the indicted officers entered into plea agreements with the United States Attorney for the District of Maryland and pled guilty. Two of those charged pled not guilty and proceeded to trial in early 2018. Those who went to trial were found guilty and all of the originally charged officers are now serving sentences in federal prison ranging from seven years to 25 years. Other officers implicated in the scandal have pled guilty but have not yet been sentenced.

It was with the above-described backdrop that the City Law Department undertook in fall 2017 to think about how best to fashion a response to the anticipated multitude of legal claims against the City that were sure to be asserted. The question presented was how if at all could City taxpayers be protected, and the City's fiscal health best preserved, in the face of claims arising out of a scandal that undeniably was unlike anything that had ever been faced by the Mayor and City Council of Baltimore. By early 2018, the then City Solicitor, with the advice and counsel of highly experienced lawyers in the Law Department, and in particular, after extended discussion among the leaders of the Law

MINUTES

Law Department - cont'd

Department's Police Legal Affairs Practice Group and the highly-experienced members of the Law Department Settlement Committee, decided on a strategy designed to bring prompt resolution of several potentially dispositive, but open, legal questions surrounding the City's potential liability for claims arising out of the GTTF scandal.

Specifically, it was entirely clear from the earliest revelations of the details of the GTTF scandal that success or failure in the defense of the claims would depend on whether the outrageous acts committed by the detectives who were members of, or acting in concert with, the GTTF, were acts committed within the scope of the officers' employment as police officers. The existing legal precedents in Maryland's appellate courts left open the answer to precisely how those courts would evaluate and assess the activities of the GTTF, in regard to whether the Mayor and City Council of Baltimore would bear responsibility for those crimes committed against City residents and visitors.

Although many laypersons understandably took the view that since the officers had been hired by the BPD, and since the officers were almost always "on duty" at the times they were committing their heinous acts, it should be "obvious" that the City was responsible. In truth, however, the law on such matters was not nearly as clear as many believed it was or should be. On the one hand, for example, legal precedents had made it clear that a law enforcement officer who, attendant to a legitimate traffic stop of a motorist, raped the motorist, was not acting within the scope of his employment. On the other hand, cases generally suggested that even the most serious use of excessive force against the citizens or residents, and even certain kinds of intentional wrongdoing, such as arrests and searches without probable cause, were nonetheless acts falling within the scope of employment of law enforcement officers.

MINUTES

Law Department - cont'd

What had always been clear is that the City could only be liable if an officer's harmful conduct occurred within the scope of his employment. In light of the unique facts of the federal crimes embraced by the GTTF scandal, what was very unclear was which acts, performed at what stage of an officer's encounter with a City resident, and with what motivation harbored by the officer, actually weighed in the balance in determining what was within, or without, the scope of employment.

Generally under Maryland law, although the City is required to indemnify BPD officers who are sued for acts alleged to have been committed within the scope of the officer's employment, persons injured by such officers cannot sue the City or the BPD directly. Rather, the claimant is required to sue the officer first; only if the claimant achieves success in the suit against the officer can the claimant then seek payment from the City itself, by proving that (as described above) what the officer did was done within the officer's scope of employment. (Although in federal court cases may be brought directly against the City and the BPD as well as against the officers involved, historical data reflects that the vast majority of such cases are brought in state court. Baltimore City jurors tend to be far more harsh in their judgments about the credibility of BPD officers than jurors who serve in federal court and so claimants' attorneys largely prefer to be in state court, even though the amount of money that can be recovered is much lower in state court, where there is a damages cap and no attorney's fees can be awarded, in contrast to proceedings in federal court).

Notably, under both state law as well as under the collective bargaining agreement with the Fraternal Order of Police, the City is required to hire and pay independent lawyers for all officers who are sued for money damages, in both state and federal court; in other words, not only must the City pay for officers' lawyers (regardless of whether the officers have been convicted of criminal offenses for the same conduct for which they are being sued) but as well, it must pay any judgments that are awarded against the officers (except punitive damages), provided that a binding determination is made that the officer against whom the judgment is awarded was acting within the scope of his or her employment.

MINUTES

Law Department - cont'd

So the City had a choice to make. It could attempt to defend the multitude of GTTF cases, one-by-one, and thereby require claimants to first prove their cases against the officers and then pursue collection of any damages in a second lawsuit brought against the City. This process would take years upon years and there would be no conclusive ruling on whether the criminal conduct of the GTTF conspirators were or were not acts committed within the scope of their employment. Even attempting to settle cases would be little more than a crap shoot given the open legal questions.

The settlement being recommended here, together with the settlement recommended in the companion case, Potts v. Baltimore City Police Department, was the result of the Law Department's decision to seek an expedited resolution by the Maryland Court of Appeals of the open legal questions surrounding the issue of scope of employment set forth above. This case was among the first to be filed against members of the GTTF. William James filed the action on March 23, 2018, against Daniel Hersl, Marcus Taylor, Jemell Rayam, Wayne Jenkins, all of whom were indicted members of the GTTF, the BPD, and the Mayor and City Council of Baltimore. He alleged that an incident occurred on August 18, 2016, during which Hersl, Taylor, Rayam, and Jenkins pretextually stopped a vehicle he was operating on Hillen Street without reasonable suspicion or probable cause, detained him, planted a firearm in his vehicle, and then arrested him and knowingly caused his prosecution for possession of the firearm. He was unable to post bond and was detained in the Baltimore Central Booking and Detention Center until his charges were nol prossed and he was released from custody on or about March 27, 2017.

The BPD and the City were promptly dismissed from the case, as explained above, and the Law Department assigned private counsel to represent the officers, again, as described above.

The Law Department had declared its intention to take the position that none of the GTTF officers were acting within the scope of their employment as police officers but were, instead, acting

MINUTES

Law Department - cont'd

during and in furtherance of the racketeering conspiracy that were the lead charges contained in the federal indictment. Specifically, the City had asserted by way of a counterclaim that all of the officers were acting outside of the scope of their employment as sworn officers of the BPD, were engaged in the pursuit of their own purposes as members of a secret racketeering conspiracy having as its purpose the assault, battery, robbery, malicious prosecution of, false imprisonment of, and larceny of property from, untold named and unnamed persons, and with the specific purpose of depriving such persons of personal property belonging to such persons, denigration of the personal dignity of such persons, denigration of the personal security of such persons, and the violation of the state and federally guaranteed civil and constitutional rights enjoyed by such persons, and otherwise in pursuit of their own individual and collective joint interests to enrich themselves, to create false and fictitious reputations, individually and collectively, as hard-working, effective law enforcement officers who scrupulously conformed their behavior to the requirements of their training and of all applicable local, state and federal law, and not in pursuit of the mission of the BPD. James's lawyers of course disputed that contention, taking the position that the officers were acting within the scope of their employment.

In due course early in the litigation, all the lawyers involved recognized the possible utility in reaching agreements that would expedite consideration of the claims asserted by James in the Maryland appellate courts. In other words, counsel for James saw the potential value in avoiding years long, expensive and protracted litigation against the officers if, at the end of the day, the Court of Appeals of Maryland was likely to find that the false arrest and false prosecution of James occurred outside of the scope of employment of the GTTF detectives. Likewise, the lawyers in the Law Department recognized the value in obtaining an expedited resolution of the scope of employment issue. After extended discussion among the parties, through counsel, based on

MINUTES

Law Department - cont'd

the desire of the City and the BPD to find a creative and expeditious way to resolve the dispute between the parties and, most importantly, to address the fundamental issue of the City's duty to indemnify ex-officers in connection with claims asserted in this and other GTTF cases, a two-part settlement was agreed to.

The first part of the settlement involved former detectives Marcus Taylor, Jemell Rayam, and Wayne Jenkins (but not Daniel Hersl), who concluded that they would benefit from a clear and comprehensive appellate decision establishing without question whether the acts and omissions of the GTTF members fall within the scope of their employment. Those three former officers agreed with James to the entry of a consent judgment in the amount of Thirty-Two Thousand Dollars (\$32,000.00) against them and in favor of James for the incident of August 18, 2016. That judgment is an enrolled and indexed final judgment. The claims against Daniel Hersl were dismissed. Next, Taylor, Rayam, and Jenkins then assigned to James their statutory and contractual rights to indemnity from the City. As a part of the agreement between James and the ex-officers, James agreed not to seek to collect the judgment from them but to look only to the City for payment.

The second part of the overall settlement among the parties involved the settlement between James and the City. (Meanwhile, James passed away and his Estate was substituted as the plaintiff in the case.) That settlement was structured as what is known in the law as a "high/low agreement," the final payment amount for which would depend on the outcome of future determinations by a court, namely, in this instance, the outcome of the Maryland Appellate Courts' determination as to whether the ex-officers were acting within the scope of their employment when they brought false charges against James. That is to say, the parties agreed that if the final appellate decision is in favor of the City on indemnification (i.e., the Court of Special Appeals and/or the Court of Appeals rules that the City had no duty of indemnification for the alleged conduct of August 18, 2016) the City would pay to

MINUTES

Law Department - cont'd

the James Estate the amount of \$150,000.00 (which included the \$32,000 agreed to by the ex-officers). If, on the other hand, the final appellate decision was to determine that the City had a duty to provide indemnity to the ex-officers (and thereby had to pay the James Estate), then the City would pay the amount of \$200,000.00.

To implement the "high/low" process, James and the City agreed to a procedure whereby the City would answer the complaint filed against it seeking payment of the \$32,000.00 agreed to between James and the ex-officers. Thereafter, the City would file a comprehensive motion for summary judgment seeking a declaration that the City owes no duty of indemnification, i.e., that Taylor, Rayam, and Jenkins were not acting within the scope of their employment in the incident of August 18, 2016, based on a stipulation of undisputed facts agreed to by the Parties. James would file a cross-motion for summary judgment seeking a declaration that the claim for indemnification was valid, i.e., asserting that the ex-officers were acting within the scope of their employment in the Incident of August 18, 2016.

The motions were then heard by the Circuit Court for Baltimore City. The court ruled in favor of the James Estate. The City asked the Court of Appeals to hear the case directly without requiring the City to first argue the case in the intermediate appellate court and the Court of Appeals agreed to hear the case immediately. The case was argued before the Court of Appeals on February 5, 2020 (together with the companion *Potts* case). The Court ruled in favor of the Estate of James in a unanimous opinion issued on April 24, 2020. Accordingly, the Estate having prevailed, this \ 200,000.00 be authorized.

MINUTES

Law Department - cont'd

LESSONS LEARNED:

The Law Department had confidence that the procedure employed to resolve Estate of James and Potts was sound and continues to believe that substantial savings to City taxpayers will be realized by virtue of the procedure employed. Although the Court of Appeals' decision was not entirely surprising, as the empathetic attitude attendant to leaving abused citizens at the mercy of ex-officers serving lengthy prison sentences weighs heavily on any sentient being. Still, the Court's ruling was broader and even more definitive than anticipated. Although the opinion claims that it was not purporting to address any case other than the two cases presented, the reasoning of the opinion leaves scant room for even the most clever lawyer to argue that any other GTTF case is different from the circumstances presented in these two cases. In other words, the City presented in these two cases the most favorable circumstances that any case is likely to present. That is not to say that the settlements in these cases set some fixed value for all GTTF cases, the vast majority of which are almost certain to be settled rather than tried before a jury. But there is no way to sugarcoat the City's challenge: now that we have a binding ruling from the state's highest court that the extraordinary criminality that characterized the GTTF scandal is sufficiently consistent with, and sufficiently in furtherance of, the mission of the BPD, the fiscal impact on the City will be substantial.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for the legal action brought by the Estate of William James against the Mayor and City Council of Baltimore.

MINUTES

Law Department - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for the action brought by Ivan Potts against the Baltimore Police Department and the Mayor and City Council of Baltimore.

AMOUNT OF MONEY AND SOURCE:

\$400,000.00 - 1001-000000-2041-716700-603070

BACKGROUND/EXPLANATION:

The factual, legal, and procedural background of this case is in most material respects the same as that set forth in detail in the companion case before the Board, Estate of William James v. Mayor and City Council of Baltimore. That background will not be repeated herein. Set forth below are the procedural and substantive details specific to the action instituted by Mr. Potts.

The settlement being recommended here, together with the settlement recommended in the companion case, Estate of James, was the result of the Law Department's decision to seek an expedited resolution in the Maryland Court of Appeals of the open legal questions surrounding the issue of scope of employment as set forth in the Estate of James memorandum. This case was the first to be filed against members of the GTTF, even before the grand jury indictment of the officers. Ivan Potts filed his claim in United States District Court for the District of Maryland pro se (i.e., without a lawyer) on or about September 19, 2016, against ex-officers Evodio C. Hendrix, Wayne Earl Jenkins, and Maurice Kilpatrick Ward for injuries arising out of an incident occurring on September 2, 2015. In the incident, Hendrix, Jenkins, and Ward detained Potts, physically assaulted him, produced a firearm they claimed he possessed, and then arrested him and knowingly caused his prosecution for possession of the firearm. As a result of these actions, Potts was tried, found guilty, and incarcerated based on

MINUTES

Law Department - cont'd

the ex-officers' false accusations and testimony by the State of Maryland from the date of the incident until he was released and his charges nol prossed by the Office of the State's Attorney on or about April 12, 2017; he spent a total of 20 months in pre-trial detention in state prison.

As did the ex-officers in the Estate of James case, Hendrix, Jenkins, and Ward entered into a \$32,000.00 settlement under the same terms and conditions as had the officers in the Estate of James case. They, too, were persuaded that they would benefit from a clear and comprehensive appellate decision establishing without question whether the acts and omissions of the GTTF members committed fell within the scope of their employment. As the Potts action was filed in federal court rather than in state court, the procedural mechanism employed by the parties conformed to federal law but the upshot was the same: a "high/low" agreement wherein the federal court agreed to send the case to the Maryland Court of Appeals for final resolution of the scope of employment issue under state law.

As in the *Estate of James* case, the parties agreed that if the final appellate decision was in favor of the City on indemnification (i.e., that the City has no duty of indemnification), then the City will pay to Potts the amount of Two Hundred Thousand Dollars (\$200,000.00). If, on the other hand, the final appellate decision determines that the City has a duty to indemnify the ex-officers (and thus to pay Mr. Potts), then the City shall pay the amount of Four Hundred Thousand Dollars (\$400,000.00). By giving up an opportunity for a substantially larger recovery by litigating the case in the ordinary manner over several years, with the possibility of an appeal within the federal system, Potts was willing to accept the amounts set forth in full satisfaction of all claims, attorney's fees, and costs.

MINUTESLaw Department - cont'd

As indicated in the Estate of James memorandum, the Maryland Court of Appeals ruled on April 24, 2020, in a single opinion dealing with both cases, that in each case, the willful, intentionally criminal acts of the GTTF members were performed within the scope of the employment of the offending officers. Accordingly, the recommendation to the Board is to authorize the payment of \$400,000.00.

LESSONS LEARNED:

The Law Department had confidence that the procedure employed to resolve *Estate of James* and *Potts* was sound and continues to believe that substantial savings to City taxpayers will be realized by virtue of the procedure employed. Although the Court of Appeals' decision was not entirely surprising, as the empathetic attitude attendant to leaving abused citizens at the mercy of ex-officers serving lengthy prison sentences weighs heavily on any sentient being. Still, the Court's ruling was broader and even more definitive than anticipated. Although the opinion claims that it was not purporting to address any case other than the two cases presented, the reasoning of the opinion leaves scant room for even the most clever lawyer to argue that any other GTTF case is different from the circumstances presented in these two cases. In other words, the City presented in these two cases the most favorable circumstances that any case is likely to present. That is not to say that the settlements in these cases set some fixed value for all GTTF cases, the vast majority of which are almost certain to be settled rather than tried before a jury. But there is no way to sugarcoat the City's challenge: now that we have a binding ruling from the state's highest court that the extraordinary criminality that characterized the GTTF scandal is sufficiently consistent with, and sufficiently in furtherance of, the mission of the BPD, the fiscal impact on the City will be substantial.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Law Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for the action brought by Ivan Potts against the Baltimore Police Department and the Mayor and City Council of Baltimore.

MINUTES

Mayor's Office of Employment - Ratification to Amendment
Development (MOED) Grant Modification

ACTION REQUESTED OF B/E:

The Board is requested to ratify and approve acceptance of Modification No. 002 to the initial Grant Award (AA-30958-17-55-A-24 WIOA Set Aside FY17/FY18) from the Maryland Department of Labor for professional services. The period of the Modification is June 30, 2020 through December 31, 2020.

AMOUNT OF MONEY AND SOURCE:

No additional cost - 4000-420118-6312-456000-404001

BACKGROUND/EXPLANATION:

On May 9, 2018, the Board approved acceptance of the Grant Award from the Maryland Department of Labor funded through March 31, 2020 by Workforce Innovation Opportunity ACT (WIOA) federal funds. On January 15, 2020, the Board approved Modification No.001 to extend the grant end date by three months, from March 31, 2020 through June 30, 2020.

The purpose of Modification No. 002 is to extend the term of the Grant Award to allow supplementary time to expend Grant Funds. There is no additional cost. All terms and conditions of the original grant award remain full-effect, including the grant narratives, deliverables and grant budget.

MBE/WBE PARTICIPATION:

N/A

AUDITS NOTED THE NO-COST TIME EXTENSION.

The Modification to this Grant Award was delayed because of additional time necessary for clarification of amended terms.

MINUTES

Mayor's Office of Employment - cont'd
Development (MOED)

UPON MOTION duly made and seconded, the Board ratified and approved acceptance of Modification No. 002 to the initial Grant Award (AA-30958-17-55-A-24 WIOA Set Aside FY17/FY18) from the Maryland Department of Labor for professional services.

MINUTES

Parking Authority of Baltimore City - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Meter Maintenance Agreement with CALE America, Inc. (CALE) d/b/a Flowbird, with an initial term of June 1, 2020 through June 30, 2023, with the option to extend for two additional one-year periods.

AMOUNT OF MONEY AND SOURCE:

\$192,000.00 - Account: 2076-000000-2321-252800-607001

BACKGROUND/EXPLANATION:

On July 19, 2006, the Board approved an agreement for Pay-and-Display Parking Stations with CALE and amended said agreement on October 17, 2007, July 30, 2008, April 8, 2009, February 17, 2010, August 25, 2010, April 25, 2012, October 3, 2012 and July 23, 2014. On February 15, 2012, the Board approved an assignment of the agreement from CALE Parking Systems USA Inc. to CALE America, Inc. The Agreement for Pay-and-Display Parking Stations allowed the City, through the Parking Authority, to purchase and install 887 multi-space meters (EZ Park Meters) throughout the City. CALE merged with Parkeon, Inc. in January 2018 and is now doing business as Flowbird. On March 4, 2020, the Board approved a new agreement for Pay-by-Plate parking meters with Flowbird.

On May 26, 2010, the Board approved the first meter maintenance agreement. On February 5, 2014, the agreement was amended with Board approval and had an initial term of five years through May 31, 2015. That meter maintenance agreement allowed the Department to extend the term of the agreement for two one-year periods by providing notice to CALE and obtaining approval from the Board. The Department with Board approval exercised both extensions through May 30, 2017. On May 17, 2017, the Board approved the second meter maintenance agreement which provided a three-year term that expired May 31, 2020.

MINUTESParking Authority of Baltimore City - cont'd

The currently submitted agreement will ensure the continued success of the EZ Park program by requiring regular preventive maintenance on the new pay-by-plate EZ Park meters and the old pay-and-display CALE meters until they are replaced, tracking repair alarms/complaints, and requiring meter up-times.

The submission of the agreement is late because of the COVID-19 pandemic slowing the negotiation, communication, and approval processes. CALE meters are meeting expectations and the Parking Authority believes that this Meter Maintenance Agreement is in the best interest of the City. As a result of the EZ Park meter program, annual parking meter revenues have increased by \$3,500,000.00.

MWBOO GRANTED A WAIVER ON JULY 29, 2020.

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 Meter Maintenance Agreement with CALE America, Inc., d/b/a Flowbird.

MINUTES

Police Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Baltimore Child Abuse Center, Inc. The agreement will be funded through the Sexual Assault Response Team and Human Trafficking grant, Award No. VOCA-2018-0139. The period of the Grant Award Agreement is October 1, 2019 through September 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$ 133,500.00	-	4000-412720-2021-746300-603026
33,375.00	-	1001-000000-2021-213000-601062 (Cash Match)
\$ 166,875.00	-	Total

BACKGROUND/EXPLANATION:

On March 18, 2020, the Board approved the Baltimore Police Department's SART (Sexual Assault Response Team) and Human Trafficking grant, award #VOCA-2018-0139. The award is in the amount of \$1,168,013.00 with a cash match of \$292,501.00, for a total of \$1,460,514.00. The SART program assists in developing and implementing strategies and services specifically intended to provide assistance to victims of crime in Baltimore City. Baltimore Child Abuse Center, Inc. will provide Forensic Interviewers to all child sex offense or abuse cases, a Family Advocate who will be the first point of contact for victims of child abuse and assault, and the Human Trafficking Advocate who will work with victims and those at risk for human trafficking. The cost of the Forensic Interviewers, Family Advocate and the Human Trafficking Advocate for the term of this agreement is a \$133,500.00 grant. There is also a \$33,375.00 cash match that will be provided by the City.

The agreement is late because of the late receipt of the award documents and the administrative process.

MINUTES

Police Department - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Agreement with Baltimore Child Abuse Center, Inc. The agreement will be Funded through the Sexual Assault Response Team and Human Trafficking Grant, Award No. VOCA-2018-0139.

MINUTES

Police Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Mercy Medical Center Inc. The agreement will be funded through the Sexual Assault Response Team and Human Trafficking grant, Award No. VOCA-2018-0139. The period of the Agreement is October 1, 2019 through September 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$ 42,636.00	-	4000-412720-2021-746300-603026	
10,859.00	-	1001-000000-2021-213000-601062	(Cash Match)
\$ 53,495.00	-	Total	

BACKGROUND/EXPLANATION:

On March 18, 2020, the Board approved the Baltimore Police Department's SART (Sexual Assault Response Team) and Human Trafficking grant, award #VOCA-2018-0139. The award is in the amount of \$1,168,013.00 with a cash match of \$292,501.00, for a total of \$1,460,514.00. The SART program assists in developing and implementing strategies and services specifically intended to provide assistance to victims of crime in Baltimore City. Mercy Medical Center Inc., will build a Human Trafficking page on its bmoresafe app, aid in drug facilitated testing, and provide Forensic Nurse Examiners for all victims of sexual assault. The cost for the term of this agreement is a \$42,636.00 grant. There is also a \$10,859.00 cash match that will be provided by the City.

The agreement is late because of the late receipt of the award documents and the administrative process.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Police Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Agreement with Mercy Medical Center Inc. The agreement will be funded through the Sexual Assault Response Team and Human Trafficking grant, Award No. VOCA-2018-0139.

MINUTES

Police Department - Intergovernmental Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Intergovernmental Agreement with the State's Attorney's Office of Baltimore City. The Intergovernmental Agreement will be funded through the "Sexual Assault Response Team and Human Trafficking" grant, Award no. VOCA-2018-0139. The period of the Intergovernmental Agreement is October 1, 2019 through September 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$60,000.00 - 4000-412720-2021-746300-603026
15,000.00 - 1001-000000-2021-213000-601062 (Cash Match)
\$75,000.00 - Total

BACKGROUND/EXPLANATION:

On March 18, 2020, the Board approved the Baltimore Police Department's SART (Sexual Assault Response Team) and Human Trafficking grant, award #VOCA-2018-0139. The award is in the amount of \$1,168,013.00 with a cash match of \$292,501.00, for a total of \$1,460,514.00. The SART program assists in developing and implementing strategies and services specifically intended to provide assistance to victims of crime in Baltimore City. The State's Attorney's Office of Baltimore City will provide a Human Trafficking Case Manager. The cost of the Human Trafficking Case Manager for the term of this agreement is \$60,000.00. There is also a \$15,000.00 cash match that will be provided by the City.

The Intergovernmental Agreement is late because of the late receipt of the award documents and delays in the administrative process.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Police Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Intergovernmental Agreement with the State's Attorney's Office of Baltimore City. The Intergovernmental Agreement will be funded through the "Sexual Assault Response Team and Human Trafficking" grant Award No. VOCA-2018-0139.

MINUTES

Department of Public Works - Agreement for Project 1285

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Councilfire, LLC for Project 1285, Green Resources and Outreach for Watersheds (GROW) Center Feasibility Study. The period of the agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$89,725.00 - 4000-407518-5181-390700-603026

BACKGROUND/EXPLANATION:

Under the terms of this agreement, Councilfire, LLC, will conduct a feasibility study for the GROW Center. The GROW Center is envisioned to be a place that links existing community greening networks to much needed sources of free and low-cost materials and technical expertise for tree planting, stormwater management installation, and vacant lot revitalization.

The firm, Councilfire, LLC, was selected through a Request for Proposal process to prepare a feasibility study for the GROW Center, which will include an alternative analysis and business plan.

This project and the selected vendor was approved by the Architectural and Engineering Awards Commission on October 17, 2018.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

MINUTES

Department of Public Works - cont'd

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Agreement with Councilfire, LLC for Project 1285, Green Resources and Outreach for Watersheds Center Feasibility Study.

MINUTES

Department of Public Works (DPW) - Emergency Professional Services Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Emergency Professional Services Agreement (Agreement) with C.C. Johnson and Malhotra, P.C. The period of the agreement is effective upon Board approval until December 31, 2020 or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$ 70,000.00	-	2070-000000-5501-393189-603026
70,000.00	-	2070-000000-5501-396889-603026
<u>60,000.00</u>	-	2071-000000-5521-608689-603026
\$200,000.00		

BACKGROUND/EXPLANATION:

The Office of Pollution, under the instruction of the Acting Director of the DPW has requested the Board to approve the Agreement with C.C. Johnson and Malhotra, P.C. to operate the Water and Wastewater plants in response to any emergency related to the COVID - 19 pandemic.

The DPW operates and maintains Baltimore's water filtration plants, wastewater treatment plants and respective pumping stations and it is essential to continue the operations amidst the ongoing and rapidly evolving COVID - 19 pandemic. If staffing is reduced to levels that threaten ongoing operations, support from the Consultant will be utilized to run the facilities by its staff with requisite operational or maintenance knowledge.

PURSUANT TO ARTICLE VI, SECTION 11 (e) (ii) OF THE BALTIMORE CITY CHARTER IT IS HEREBY CERTIFIED NO ADVANTAGE WILL RESULT IN SEEKING NOR IT IS PRACTICABLE TO OBTAIN COMPETITIVE BIDS.

MINUTES

DPW - cont'd

ON APRIL 6, 2020, A WRITTEN REQUEST WAS SENT TO THE DIRECTOR OF FINANCE. THE DIRECTOR OF FINANCE APPROVED THE REQUEST.

MWBOO GRANTED A WAIVER BECAUSE OF THE EMERGENCY NATURE OF THIS CONTRACT.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Emergency Professional Services Agreement with C.C. Johnson and Malhotra, P.C.

MINUTES

Department of Public Works/Office - Task Assignment
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 009 to EBA Engineering, Inc., under Project No. 1255 On-Call Materials Testing and Inspection. The period of the Task Assignment is approximately 13 months.

AMOUNT OF MONEY AND SOURCE:

\$136,001.60	-	2071-000000-5521-608903-603026
15,111.29	-	2071-000000-5521-608911-603026
16,790.32	-	2070-000000-5501-793000-603026
<u>167,903.21</u>	-	<u>9956-905960-9551-900020-705032</u>
\$335,806.42		

BACKGROUND/EXPLANATION:

The Office of Engineering & Construction is in need for additional construction inspection services for W.C. 1405 and S.C.999. The work requested is within the original scope of the agreement.

The scope of the original agreement included construction monitoring and inspection, preparation of daily reports, maintenance of project records and documentation, review and processing of contractor's application for payment, attendance at progress meetings, preparation of record drawings, review of contract claims and supporting documents, estimating, scheduling, project engineering, constructability reviews, submittal reviews and responses, Request for Information(RFI) reviews and responses, and construction contract administrative support.

The scope of the Construction Project includes WC 1405-Preparation and repavement utility cuts, bituminous concrete or Portland cement concrete, milling and resurfacing, pavement marking,

MINUTES

Department of Public Works - cont'd

restoration of concrete and masonry sidewalk, replacement of concrete curb, combination curb and gutter, monolithic medians. SC 999-cleaning and Closed Circuit Television (CCTV) inspections of 4" through 8" lateral connections, mobilization of multiple crews to inspect assigned work.

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27.01% MBE and 11.67% WBE goals assigned to the original agreement:

The Consultant is currently in compliance with the 27.62% MBE and 0% WBE. However, there is no earned WBE because the Consultant has not yet billed the 9% allocated to the WBE sub.

MWBOO FOUND CONSULTANT IN COMPLIANCE.

The EAR WAS APPROVED BY MWBOO ON MAY 14, 2020.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$362,670.93	9956-908103-9549	9956-905960-9551-3
(Wastewater Rev. Bonds	Replacement of SC 974	Inspection

This transfer will cover miscellaneous expenses for Project No. 1255, O/C Material Testing and Inspection Task No. 009.

MINUTESDepartment of Public Works - cont'd

UPON MOTION DULY made and seconded, the Board approved the assignment of Task No. 009 to EBA Engineering, Inc., under Project No. 1255 On-Call Materials Testing and Inspection. The Transfer of Funds was approved SUBJECT to 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

Bureau of the Budget and - Appropriation Adjustment
Management Research (BBMR) Order No. 002

ACTION REQUESTED OF B/E:

The Board is requested to approve Appropriation Adjustment Order (AAO) No. 002 for a grant transfer within the Health Department from Service 715: Administration - Health Department to Service 316: Youth and Trauma Services.

AMOUNT OF MONEY AND SOURCE:

\$117,693.00 - From Account: 7000-700021-3001-815000-607004
 Unallocated Federal Funds -
 Service 715 - Administration - Health
 Department

To Account: 7000-714220-3160-797900-603050
 Service 316: Youth and Trauma Services

BACKGROUND/EXPLANATION:

On July 1, 2020, the Board approved a grant award agreement with the National Opinion Research Center which entered into a contract with the Centers for Disease Control and Prevention, Division of Violence Prevention.

The grant award will support the local implementation of the "Pilot Implementation for CDC of the Violence against Children and Youth Survey," a survey that measures physical, emotional, and sexual violence against girls and boys.

The AAO transfer is necessary to provide an appropriation for this

MINUTES

BBMR - cont'd

grant. Due to budget formulation being completed prior to receipt of this grant, initially, funding was appropriated within an unallocated account in the Fiscal 2021 Ordinance of Estimates. With this AAO, funding will be moved from the unallocated grant source in accordance with the actual grant award.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved Appropriation Adjustment Order No. 002 for a grant transfer within the Health Department from Service 715: Administration - Health Department to Service 316: Youth and Trauma Services.

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 36, to STV/PB Construction Managers JV, under Project 1217, On-Call Construction Project Management Services. The period of the task assignment is approximately 12 months.

AMOUNT OF MONEY AND SOURCE:

\$24,908.46 - 9950-912054-9527-900020-705032

BACKGROUND/EXPLANATION:

This authorization provides for Construction Management Services for the Water Taxi Project.

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and MBE and WBE goals established in the original agreement.

MBE: 27%

WBE: 10%

Although the Consultant has not met the MBE goal of 27%, they achieved a goal of 25% and there remains enough capacity to meet the goal. The Consultant achieved a WBE goal of 19%.

THE EAR WAS APPROVED BY MWBOO ON JUNE 23, 2020.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

MINUTES

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$450,000.00	9950-903661-9509	9950-912054-9527
3 rd Parks &	Construction Res.	Water Taxi
Public	Baltimore Water	Terminals
	Taxi	

This transfer will fund the costs associated with Task No. 36 to Project 1217, On-Call Construction Project Management Services, with STV/PB Construction Managers JV in the amount of \$24,908.46 and other related cost of the project "Water Taxi Terminals."

UPON MOTION duly made and seconded the Board approved the assignment of Task No. 36, to STV/PB Construction Managers JV, under Project 1217, On-Call Construction Project Management Services.

MINUTES

Department of Transportation/DOT - Task Assignment
Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 26, to McCormick Taylor, Inc., under Project No. 1183, Traffic Signals and ITS and Traffic Engineering, On-Call Consulting Services. The period of the task assignment is approximately eight months.

AMOUNT OF MONEY AND SOURCE:

\$96,444.82 - 9950-916080-9512-900020-703032

BACKGROUND/EXPLANATION:

This authorization provides for traffic and safety data support to the Baltimore City Department of Transportation.

DBE PARTICIPATION:

The Consultant will comply with Title 49 Code of Federal Regulations parts 26 (49CFR 26) and the DBE goal established in the original agreement.

DBE: 25%

The Consultant has achieved a DBE goal of 21% on this task and there remains enough capacity to meet the goal.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

MINUTES

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$400,000.00	9950-924080-9513	9950-916080-9512
State Const.	Constr. Reserve	Traffic Safety
Rev FY'20	Traffic Safety	Improvement Citywide
Future Series	Improvement Citywide	

This transfer will cover the deficit and fund the costs associated with Task No. 26, Project 1183, for On-Call Traffic Signals & ITS & Traffic Engineering Consulting Services with McCormick Taylor, Inc.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 26, to McCormick Taylor, Inc., under Project No. 1183, Traffic Signals and ITS and Traffic Engineering, On-Call Consulting Services. The Transfer of Funds was approved SUBJECT to 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

Department of Transportation - Developer's Agreement No. 1636

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Developer's Agreement No. 1636 with 2080 Rock, LLC. The period of the agreement is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

\$61,025.00 - Letter of Credit

BACKGROUND/EXPLANATION:

2080 Rock, LLC would like to install water services, storm drain, sanitary sewer, street lighting, sidewalk, and roadway improvements to its proposed new building located at 2080 Rockrose Avenue. This agreement will allow the organization to do its own installation in accordance with Baltimore City standards.

A Letter of Credit in the amount of \$61,025.00 has been issued to 2080 Rock, LLC, which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for this Project, therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Developer's Agreement No. 1636 with 2080 Rock, LLC.

MINUTES

Department of Transportation - Developer's Agreement No. 1658

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Developer's Agreement No. 1658 with Renaissance Row, LLC.

AMOUNT OF MONEY AND SOURCE:

\$388,450.79 - Performance Bond

BACKGROUND/EXPLANATION:

The Developer will upgrade the utility services in the vicinity of their new apartment building located at 4301 Park Heights Avenue. This Developer's Agreement will allow the organization to do their own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$388,450.79 has been issued to Renaissance Row, LLC, which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for this Project, therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Developer's Agreement No. 1658 with Renaissance Row, LLC.

MINUTES

Department of Planning - Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Grant Award Agreement with the Baltimore Community Foundation. The period of the grant award agreement is July 24, 2020 through August 31, 2021.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 7000-712920-1875-187400-407001

BACKGROUND/EXPLANATION:

The Office of Sustainability received a grant from the Baltimore Community Foundation to support the implementation of the Cities Connecting to Nature Initiative and the Green Healthy, Smart Challenge grant program to reach our vision and plan to increase equitable and abundant connections to children and nature, to reduce trauma and stress. The entire award will be used to fund a portion of Anika Richter's salary.

The grant award agreement is late because of the administrative delays.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Department of Planning - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Award Agreement with the Baltimore Community Foundation.

MINUTES

Department of Planning - Pedestrian Promenade Easement Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Pedestrian Promenade Easement Agreement with Baltimore Urban Revitalization LLC, 301 East Cromwell Street LLC, and 321 East Cromwell Street, LLC. The period of the agreement is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

The major terms of this agreement include the granting to the City a non-exclusive permanent 20' easement for pedestrian ingress and egress. In addition, it outlines the exemption from any buffer mitigation requirements and afforestation requirements in connection with the construction, operation, repair, and replacement of the improvements. The agreement also includes public access terms including hours and activities, construction, maintenance, and repair rights and responsibilities for the City, Grantor, and the Business Improvement District, as well as, police patrol and insurance and indemnification language.

Pursuant to City Council Ordinances 16-0669, 16-0670, and 16-0671 approved by the City Council on September 19, 2016, and signed by the Mayor September 22, 2016, and on the approval of and upon the terms established by the Board of Finance, the Maryland Economic Development Corporation (MEDCO) will issue Tax Increment Finance bonds on the City's behalf in an amount not to exceed \$660,000,000.00 in order to finance public infrastructure and open space associated with the Port Covington Project. Among the infrastructure to be constructed using TIF financing are certain walkways, promenades, and bulkhead support structures.

MINUTES

Department of Planning - cont'd

In order for such improvements to use TIF financing, they must meet specific criteria related to public use. Additionally, the City has a general interest in maintaining public access to the waterfront. This Easement Agreement establishes public access to the waterfront for the promenade to be constructed during the forthcoming phase of development at Port Covington and allows for the establishment of additional public easements in the future.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Pedestrian Promenade Easement Agreement with Baltimore Urban Revitalization LLC, 301 East Cromwell Street LLC, and 321 East Cromwell Street, LLC.

MINUTES

Department of Recreation and Parks - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with Baltimore Urban Revitalization LLC, 301 East Cromwell Street LLC, and 300 East Cromwell Street, LLC. The period of the agreement is effective upon Board approval through final acceptance by the City after the "Maintenance Period," but in no event longer than three years.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

The Baltimore Urban Revitalization LLC (Developer) and various affiliates have acquired property in Port Covington for the purpose of developing a major mixed-use New Community development. The development will be facilitated by the installation of infrastructure for public use financed through the issuance of TIF Bonds. The Developer has applied for permission from the City to construct the Parks on the Land and then to convey good and merchantable fee simple interest free of encumbrances or liens by deed to the Parks to the City. The Developer has submitted to the City plans for the construction of the Parks, which plans have been approved by the City.

Pursuant to the City Council Ordinances 16-0669, 16-0670 and 16-0671 approved by the City Council on September 19, 2016, and signed by the Mayor on September 22, 2016, and on the approval of and upon the terms established by the Board of Finance, the Maryland Economic Development Corporation (MEDCO) will issue Tax Increment Finance Bonds on the City's behalf in the amount not to exceed \$660,000,000.00 in order to finance public infrastructure

MINUTES

Department of Recreation and Parks - cont'd

and open space associated with the Port Covington Project. Among the infrastructure to be constructed using TIF financing are certain parks within the development. In order for such parks to use TIF financing, they must meet specific criteria related to public use. This MOU confirms the City's agreement to allow the Developer to construct certain parks to be deeded to the City upon completion and establishes terms related to ongoing maintenance.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with Baltimore Urban Revitalization LLC, 301 East Cromwell Street LLC, and 300 East Cromwell Street, LLC.

MINUTES

Department of Recreation & Parks - Supplemental Memorandum
of Understanding _____

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Supplemental Memorandum of Understanding (MOU) with Maryland Stadium Authority (MSA) regarding the recreation center, school, and pool at the Calverton School Building. This Supplemental MOU shall terminate upon final completion of the Project, and thereafter no party shall have any further obligation hereunder, except as specifically provided in subsection 4.3 of the agreement with respect to records and audits.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

Maryland Stadium Authority shall oversee the demolition of the existing School Building (as defined in the Program MOU) and the design and construction of a replacement School Building at the School Site (as defined in the Program MOU) to house Calverton Elementary and Middle School (the "Project"). MSA and the Department have mutually agreed to include a vacant recreation center and outdoor pool facility (the "Rec Center") located on the Project school site as part of the demolition portion of the Project. MSA and the Department now desire to enter into the Supplemental MOU to memorialize their understanding with respect to the incorporation of the demolition of the Rec Center into the Project. MSA and the Department agree to meet regularly to advise each other regarding progress and share all necessary information, as determined by MSA and the Department, with respect to the Rec Center as part of the Project. This MOU has been signed electronically by all parties.

MINUTES

Department of Recreation and Parks - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Supplemental Memorandum of Understanding with Maryland Stadium Authority regarding the recreation center, school, and pool at the Calverton School Building.

MINUTES

Office of Labor Commissioner - One-Time Payment - Addendum O:
Classification Study FY 2020-2021

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize a one-time payment to employees in the classes of Dispatcher and Dispatcher Supervisor.

AMOUNT OF MONEY AND SOURCE:

\$39,500.00 - 1001-000000-1220-734800-601001

BACKGROUND/EXPLANATION:

This payment is provided in accordance with Addendum O: Classification Study in the FY 2020-2021 Memorandum of Understanding which was noted by the Board on March 11, 2020.

During negotiations, the Baltimore Police Department (Employer) agreed to a classification study of the Dispatcher and Dispatcher Supervisor assigned to the Baltimore Police Department ("BPD"). A commitment was made to complete the study by March 15, 2020. If the study was not completed by March 15th, the Employer agreed to a penalty of \$500.00 per Dispatcher and Dispatcher Supervisor provided they are in pay status.

MINUTESOffice of Labor Commissioner - cont'd

Name	Job Title
Avery, Denise	Emergency Dispatch Supervisor
Bellamy, Chenele S	Emergency Dispatch Supervisor
Ellis, Sandra	Emergency Dispatch Supervisor
Hetterich, Robert C	Emergency Dispatch Supervisor
Ruffin, Deborah E	Emergency Dispatch Supervisor
Williams, Larry M	Emergency Dispatch Supervisor
Wilson ,Kim T	Emergency Dispatch Supervisor
Anderson, Ronnie N	Emergency Dispatcher
Anderson, Shavonna A	Emergency Dispatcher
Bass, Samon D	Emergency Dispatcher
Batchelor, Danisha L	Emergency Dispatcher
Bolden, Crystal J	Emergency Dispatcher
Boyd, Heidi Y	Emergency Dispatcher
Bradby, Minyet S	Emergency Dispatcher
Brown, Jenise A	Emergency Dispatcher
Bullock Jr, Joseph	Emergency Dispatcher
Burrell, Jasmine M	Emergency Dispatcher
Coleman, Shanell T	Emergency Dispatcher
Colvin, Jasmine C	Emergency Dispatcher
Connelly, Robert M	Emergency Dispatcher
Davis, Teara E	Emergency Dispatcher
Dinkins, Daryl L	Emergency Dispatcher
Dix, Dominick L	Emergency Dispatcher
Dixon, Glenda J	Emergency Dispatcher
Duvall, Stephenie R	Emergency Dispatcher
Evans, Derrick K	Emergency Dispatcher
Ewell, Craig A	Emergency Dispatcher
Fenner, Charles L	Emergency Dispatcher
Ford, Loretta	Emergency Dispatcher
Gaines, David T	Emergency Dispatcher
Gaskins ,Casandra Y	Emergency Dispatcher
Gericke, Charlene M	Emergency Dispatcher
Glenn, Tauna L	Emergency Dispatcher

MINUTESOffice of Labor Commissioner - cont'd

Gorham, Jeanette M	Emergency Dispatcher
Graham, Christopher A	Emergency Dispatcher
Griffin, Keyana T	Emergency Dispatcher
Haley, Nichele S	Emergency Dispatcher
Hall, Tracy R	Emergency Dispatcher
Hamilton, Karen A	Emergency Dispatcher
Hansley, Naichelle L	Emergency Dispatcher
Hickman, Lakeshia S	Emergency Dispatcher
Hill, Ingrid D	Emergency Dispatcher
Hill, Lorenzo J	Emergency Dispatcher
Horton, Lisa D	Emergency Dispatcher
Hunter, Monae C	Emergency Dispatcher
Jones, Quantina A	Emergency Dispatcher
Jordan, Adrienne D	Emergency Dispatcher
King, Angela L	Emergency Dispatcher
Leacock, Zoelia L	Emergency Dispatcher
Lesane, Edward S	Emergency Dispatcher
Lewis III, Robert N	Emergency Dispatcher
Lewis, Erica C	Emergency Dispatcher
Longshore, Mobutu A	Emergency Dispatcher
Mackinnon, Alexis T	Emergency Dispatcher
McKoy, Tijuana D	Emergency Dispatcher
McPhaul, Allison V	Emergency Dispatcher
Milligan, Monique T	Emergency Dispatcher
Moore, Qiana T	Emergency Dispatcher
Moore, Tyrese L	Emergency Dispatcher
Nelson, Danielle L	Emergency Dispatcher
Noel, Iris N	Emergency Dispatcher
Obot, Marcella R	Emergency Dispatcher
Parrott, Tiffani A	Emergency Dispatcher
Rawlings, Kellye A	Emergency Dispatcher
Redfern, Maisha M	Emergency Dispatcher
Reed, Robin C	Emergency Dispatcher
Rodgers, Chanae M	Emergency Dispatcher
Scott, Sheena S	Emergency Dispatcher

MINUTESOffice of Labor Commissioner - cont'd

Shiflett, Jamie C	Emergency Dispatcher
Smith, Markita R	Emergency Dispatcher
Smith, Timothy J	Emergency Dispatcher
Stennis, Myrtha N	Emergency Dispatcher
Stevenson, Beverly F	Emergency Dispatcher
Taylor, Tinesia A	Emergency Dispatcher
Townes, Artesh B	Emergency Dispatcher
Wessell, Teresa C	Emergency Dispatcher
Wilkerson, Candace E	Emergency Dispatcher
Womack, Dikeshia D	Emergency Dispatcher
Woods, Denise D	Emergency Dispatcher

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized a one-time payment to employees in the classes of Dispatcher and Dispatcher Supervisor.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement

1. INCIDENT COMMUNICATION SERVICES, LLC	\$ 13,700.00	Non-competitive/ Procurement/Renewal
Contract No. 06000 Satellite Services - Baltimore Police Department - P.O. No.: P545700		

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

On October 25, 2018, the City Purchasing Agent approved the initial award in the amount of \$9,588.00. The award contained one renewal option. This final renewal in the amount of \$13,700.00 is for the period October 25, 2020 through October 24, 2021. 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 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. The initial award was below the MWBOO subcontracting threshold of \$50,000.00.

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 Procurement - cont'd

2. TEK EQUIPMENT REPAIR,
INC.
(All light equipment except
(agriculture)

FINCH SERVICES, INC.
(Agriculture equipment only)

	\$ 0.00	Renewal
Contract No. B50005068 - John Deere Equipment Authorized Service Centers for OEM Parts and Repairs - Department of General Services, Fleet Management - P.O. Nos.: P541500 and P541501		

On October 18, 2017, the Board approved the initial award in the amount of \$5,000,000.00. The award contained two 1-year renewal options. This first renewal in the amount of \$0.00 is for the period October 18, 2020 through October 17, 2021, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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 Equipment Repair, LLC, 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 ON MAY 31, 2017.

- | | | |
|--|--------------|----------|
| 3. AGILENT TECHNOLOGIES,
INC. | \$ 12,331.00 | Increase |
| Contract No. 08000 - Dry Vacuum Pump - Baltimore Police Department - P.O. No.: P549610 | | |

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 Procurement - cont'd

On November 25, 2019, the City Purchasing Agent approved the initial award in the amount of \$25,000.00. On July 1, 2020, the Board approved an increase in the amount of \$7,443.00. requirement.

This increase in the amount of \$12,331.00 is necessary for additional repairs. This increase will make the award amount \$44,774.00. The contract expires on November 24, 2020, with no renewal options. The above amount is the City's estimated

MBE/WBE PARTICIPATION:

Not applicable. The initial award was below the MWBOO threshold of \$50,000.00.

- | | | |
|--|----------------|----------|
| 4. ITINERIS NA.,
INC. | \$4,455,893.00 | Increase |
| Contract No. B50003294 - Customer Information Systems (CIS)
UMAX - Department of Public Works - P.O. No.: P529219 | | |

On October 29, 2014, the Board approved the initial award in the amount of \$8,404,016.00. Subsequent actions have been approved. The Vendor has implemented the new billing CIS, UMAX. This increase in the amount of \$4,455,893.00 is necessary to pay for the services provided by the Vendor to help the agency in handling ransomware event of May 2019 and also to pay for delivering the New City billing system for the customers of the City. The project remains open due to the decision by Baltimore City and Baltimore County to delay moving Baltimore County customers into the new billing system. This increase will make the award amount \$26,603,437.89. The contract expires on the latter of October 31, 2024 or ten years after system acceptance. 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 Procurement - cont'd

MBE/WBE PARTICIPATION:

On May 20, 2014, MWBOOO set goals of 4% MBE and 2% WBE. On July 24, 2020, Itineris NA, Inc. was found in compliance.

	<u>Commitment</u>	<u>Performed</u>	
MBE: Full Circle Solutions, Inc.	4%	\$864,100.00	4.17%
WBE: Applied Technology Services	2%	\$434,929.00	2.10%

MWBOO FOUND VENDOR IN COMPLIANCE ON JULY 24, 2020.

5. JADIAN, INC. Non-competitive/
Procurement/Ratification
to Agreement
-
- \$ 190,000.00
- Contract No. 08000 - Jadian Licenses - Department of Health -
Req. Nos.: R853530, R853454 and R853466

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

The Board is requested to approve and authorize execution of an Agreement with Jadian, Inc. The period of the ratification is retroactive from March 5, 2020 through August 11, 2020. The period of the agreement is August 12, 2020 through June 30, 2023.

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

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement - cont'd

The execution of this agreement will provide for the continuity of the Jadian subscription software licenses required by the Health Department for public safety inspections, including food service and ecology.

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. Proprietary software is exclusively available from the Vendor.

6. P.O.I. INSTALLATION		Non-competitive/
GROUP LLC		Procurement/Selected
	\$106,632.00	Source

Contract No. 06000 - Sun Building Furniture Relocation Phase 2 - Baltimore Police Department - Req. No.: R858478

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

The Vendor was selected by the donor of the furniture for this relocation. The donated furniture cannot be accessed by any other Vendors. This is a one-time installation.

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 Procurement - cont'd

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. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. The initial award was below the MBE/WBE subcontracting threshold.

7. BOUND TREE

MEDICAL LLC	\$600,000.00	Cooperative Contract
Fairfax County Government Contract No. 4400009563 - First Aid Supplies - Baltimore Fire Department Head Quarters - Baltimore City Fire Department - Req. No.: R858388		

The products are required by the agency through a Cooperative Contract No. 4400009563 of Fairfax County Virginia. The purpose of this procurement is to have a secondary option to order medical supplies when they are not available from the City's primary Vendor. The period of the award is August 12, 2020 through December 26, 2020, with renewal options. 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 Procurement - cont'd

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. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. This is a cooperative contract. Pursuant to Baltimore City Code Article 5, Subtitle 28, the Contract requires the Vendor to make every good effort to utilize Minority and Women's Business Enterprises as subcontractors and suppliers whenever possible, if subcontractors are used.

8. WHC MD, LLC t/a

zTRIP	\$ 0.00	Assignment Agreement
Contract No. 06000 - Transportation for Special Election - Board of Elections - P.O. No.: P550175		

The Board is requested to approve and authorize execution of the Assignment Agreement with WHC MD, LLC t/a zTrip.

On January 15, 2020, the Board approved an award of Contract No. 06000 to Yellow Cab Company Inc. WHC MD, LLC t/a zTrip has acquired the rights, title, and interest in Yellow Cab Company Inc. and is requesting assignment of Contract No. 06000 - Transportation for Special Election to WHC MD, LLC t/a zTrip.

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 Procurement - cont'd

MBE/WBE PARTICIPATION:

Not applicable. The Board is requested to approve the Assignment Agreement only.

- | | | |
|--|--------------|-------------------------------|
| 9. THEMIS SOLUTIONS,
INC. | \$ 40,026.60 | Ratification
and Extension |
| Contract No. 06000 - CLIO Subscription Licenses - Law
Department - P.O. No. P531659 | | |

On June 17, 2015, the Board approved the initial award in the amount of \$43,272.00. The award contained four renewal options. Subsequent actions have been approved and four renewals have been exercised. An extension is necessary to provide CLIO case management system to meet the Law Department's operational needs for management, retention and organization of its litigation files. The period of the ratification is June 17, 2020 through August 11, 2020. The period of the extension is August 12, 2020 through June 16, 2021. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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

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 Procurement - cont'd

10. P. FLANIGAN & SONS, INC.	\$2,000,000.00	Extension
Contract No. B50004177 - Paving Materials - Department of Transportation, Department of Public Works - P.O. No.: P532590		

On August 26, 2015, the Board approved the initial award in the amount of \$6,756,750.00. The award contained two renewal options. Subsequent actions have been approved and two renewals have been exercised. This extension is necessary to allow time to advertise and award a new contract. The period of the extension is August 26, 2020 through January 25, 2021. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On March 3, 2015, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON MARCH 3, 2015.

11. GREB SERVICE, INC.	\$ 0.00	Ratification and Extension
Contract No. B50003291 - Hydraulic and Welding Repair Services - Department of General Services - Fleet Maintenance - P.O. No. P526534		

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 Procurement - cont'd

On March 12, 2014, the Board approved the initial award in the amount of \$4,000,000.00. The award contained two renewal options. Subsequent actions have been approved and two renewals have been exercised. A ratification is necessary due to the agency's continuous use of the contract. An extension is necessary to allow time to complete the solicitation process for a new contract. The period of the ratification is February 4, 2020 through August 12, 2020. The period of the extension is August 13, 2020 through February 13, 2021.

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. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On February 14, 2014, MWBOO set goals of 3% MBE and 0% WBE. On May 8, 2020, MWBOO found Greb Service, Inc. in non-compliance. As a result of the finding, Greb Service, Inc. has an approved plan and agreement with the impacted MBE's and WBE's.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR AMOUNT OF AWARD AWARD BASIS

Bureau of Procurement - cont'd

	<u>Commitment</u>	<u>Performed</u>	
MBE: D&T Contractors, LLC	1.5%	\$ 0.00	0%
	(\$37,500.00)		

Greb Service, Inc. completed a conciliation plan that lists next steps to fulfill remainder of the goal throughout the continuation of this contract. The Plan is signed, dated by the Prime and subcontractor who both agree to the terms for meeting the remaining MBE goal.

12. STANLEY CONVERGENT

SECURITY SOLUTIONS, INC.	\$ 30,000.00	Ratification and Extension
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Contract No. B50005205 - Remote Elevator Monitoring Services - Municipal Telephone Exchange - P.O. No.: P541666

On November 16, 2017, the City Purchasing Agent approved the initial award in the amount of \$19,314.00. The award contained one renewal option. Subsequent actions have been approved and sole renewal option has been exercised. This ratification and extension for exclusive elevator phone monitoring services at several City locations is needed to allow time to establish a new agreement for the requirement going forward. The period of the ratification is December 1, 2019 through August 11, 2020. The period of the extension is August 12, 2020 through December 31, 2020. 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 Procurement - cont'd

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. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. The initial award was below the subcontracting threshold.

13. PNC BANK, NATIONAL ASSOCIATION	\$ 0.00	Non-competitive/ Procurement/ Extension
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Contract No. B50000757 - Small Purchases Procurement Card Services - Department of Finance - Bureau of Procurement - P.O No.: P508321

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

On June 3, 2009, the Board approved the initial award in the amount of \$0.00. PNC Bank is the card provider of the City's Small Purchasing Procurement Card Program. An extension is

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 Procurement - cont'd

necessary to continue services while completing the award and to allow the current contract to end at the close of the statement cycle. The period of the extension is September 1, 2020 through September 15, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On June 27, 2008, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

14. WEX BANK	\$ 0.00	Ratification and Renewal
<u>Contract No. B50002878 - Fleet Fuel Credit Card Service - Department of General Services - P.O. No.: P523988</u>		

On June 26, 2013, the Board approved the initial award in the amount of \$1,500,000.00. The award contained two renewal options. Subsequent actions have been approved and two renewals have been exercised. The ratification is a result of the agency's continuous use of the contract. The extension is necessary to allow time to work on processing a competitive bidding process to have a new contract in place or searching for a suitable cooperative contract which the City can utilize for future requirements. The period of the ratification is July 1, 2018 through August 12, 2020. The period of the extension is August 13, 2020 through August 12, 2021. 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 Procurement - cont'd

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. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On March 21, 2013, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON MARCH 21, 2013.

UPON MOTION duly made and seconded, the Board approved the foregoing Informal Awards, Renewals, Increases to Contracts and Extensions. The Board further approved and authorized execution of the Noncompetitive/Procurement/Ratification to Agreement with Jadian, Inc. (item no. 5), the Cooperative Contract with Bound Tree Medical LLC (item no.7), and the Assignment Agreement with WHC MD, LLC t/a zTrip (item no. 8).

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

On the recommendations of the City agency
hereinafter named, the Board,
UPON MOTION duly made and seconded,
awarded the formally advertised contracts
listed on the following pages:

3158 - 3178

to the low bidders meeting the specifications,
or rejected bids on those as indicated
for the reasons stated.

The Transfers of Funds were approved
SUBJECT to receipt of favorable reports
from the Planning Commission,
the Director of Finance having reported
favorably thereon, as required
by the City Charter.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

- 1. TR 17302, S. Clinton Street Rehabilitation from Boston Street to Keith Avenue J. Villa Construction, Inc. \$3,118,825.00

DBE SET A GOAL OF 94.58%.

DBE: J. Villa Construction \$2,949,808.50 94.58%

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,994,072.00 FED	9950-908056-9509 Construc. Res. Citywide System Preservation	
748,518.00 GF (HUR)	" " "	
<u>\$3,742,590.00</u>		
\$3,118,825.00	-----	9950-920050-9508-6 Structure & Improvements
467,823.75	-----	9950-920050-9508-5 Inspection
155,941.25	-----	9950-920050-9508-2 Contingencies Clinton Street Slab Rehab TR 17302
<u>\$3,742,590.00</u>		

This transfer will fund the costs associated with the award of Project No. TR 17302, S. Clinton Street Rehabilitation from Boston Street to Keith Avenue, to J. Villa Construction, Inc.

A PROTEST WAS RECEIVED FROM E&R SERVICES, INC.



E&R Services Inc
6222 Seabrook Rd
Lanham MD 20706
www.erservicesinc.com

March 27th, 2020

CITY OF BALTIMORE CONTRACT NO. TR-17302
F.A.P. No. AC-STBG-3241 (5) E,
S.H.A. No. BC410024,
S. CLINTON STREET REHABILITATION FROM BOSTON STREET TO KEITH A VENUE

Protest of Bid Deemed Non-Responsive

- a. E&R Services, Inc. ("E&R") is the entity protesting this decision.

- b. The bid for CITY OF BALTIMORE CONTRACT NO. TR-17302 S. CLINTON STREET REHABILITATION FROM BOSTON STREET TO KEITH A VENUE was submitted on March 4th, 2020 as outlined in the bid documents. Addendum No. 1 was acknowledged in the bid documents submitted by E&R. Addendum No. 1 consisted of 73 pages, of which only 2 were critical to the bid because it changed the quantities therefore altering the final amount of the bid. The pages critical to the bid were 384R & 391R. Failure to include those pages would have made the bid materially defective. However, E&R incorporated these revised pages into the bid, acknowledged the addendum, and included the first page of the addendum as further proof that the addendum was acknowledged, all drawings were reviewed, and new quantities were taken into consideration. We felt we did not need to include the entire 73 pages of the addendum since they were mostly drawings that were not relevant to the bid evaluation by the City. The most important parts of the addendum were included in the bid for bid evaluation.

- c. Not only will E&R be harmed by the proposed board action, but the City will be affected as well. As the lowest bidder E&R is saving the City, the sum of \$69,197.20, if the bid is awarded to the next lowest contractor. E&R had already contracted with a City of Baltimore WBE for this project and they will also be affected if the bid is not awarded to us. Our workers will be affected as this contract would have provided enough work for two of our crews. The bid is being deemed non-responsive on a technicality of not including some drawings and other pages irrelevant to the bid evaluation and as a contractor we feel this is not fair to us.

Signed,

A handwritten signature in black ink, appearing to read 'Emilio Rodriguez', written over a horizontal line.

Emilio Rodriguez, President

T. 301-805-1731 / 703-932-8087
F. 240-770-5790
E-mail: info@erservicesinc.com

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

Department of Transportation - cont'd

President: "Ah -- the second item on the non-routine agenda can be found on page 82, item one, Department of Transportation uh -- TR 17302 South Clinton Street Rehabilitation from Boston Street to Keith Avenue. Ah -- we will hear from ah -- J. Villa Construction and then from E&R Services, Inc. Then the agency will be followed after that. Ah -- J. Villa Construction you are up."

Mayor: "Mr. President, what pages was that?"

President: "Ah -- Mr. Mayor it is on page 82, item one."

Mayor: "Okay. Thank you."

President: "Yes sir. J. Villa Construction."

MINUTES

Mr. Robert Dashiell: "Ah -- Robert Dashiell here representing J. Villa."

President: "Yes sir. Mr. Dashiell the floor is yours."

Mr. Dashiell: "I think this is the -- is this -- is the protest filed by E&R?"

Mr. President: "Yes this is Mr. Sir this is the ah -- the protest ah -- ah from E&R on the J. Villa Construction award for Boston Street to Keith Street -- Keith Avenue."

Mr. Dashiell: "Okay so we're waiting to hear from I don't represent E&R so I guess we're waiting to hear from them on their protest."

President: "No you -- you will go on first uh -- uh Mr. Dashiell, you can we'll go to them after."

Mr. Dashiell: "Well the agency, apparently I can't speak for the agency but it appears from what J. Villa has said that ah -- I mean from what E&R has said that E&R's bid was deemed non-responsive because of their failure to properly acknowledge uh-- one or more of the addenda to the contract. I'm not privy to that action on the part of the agency. I -- I -- I assume they that it was appropriate and we certainly support the recommendation of the agency to award to J. Villa, but ah -- I -- I -- I -- you know I

MINUTES

don't have any facts to -- to -- to rely upon as it relates to what the agency did."

President: "Yes sir. Thank you sir. Ah -- we will hear from Mr. Hugo Flores -- Flores."

Mr. Hugo Flores, Vice President E&R Services, Inc.: "Yes good morning. Um -- we submitted the bid for the documents ah -- March 4th. Addendum number one was acknowledged in the bid documents ah -- along with including the first page of the addendum as proof that it was acknowledged. Ah -- however, the addendum consisted of 73 pages, 70 of which were drawings. Um -- those were not included with the bid. However, the pages that were very important to the bid were pages 384R and 391R which changed the quantities and would have made the bid materially defective but those pages were included in the bid um -- yet the amendment was -- the addendum was acknowledged and um -- all the proof was there that it was acknowledged ah -- so we feel that uh -- the bid is being deemed non-responsive um -- on the smallest of technicalities just because some drawings were not included."

President: "Alright. Thank you. Director Sharkey."

MINUTES

Director Sharkey: "I'm going to let Ms. Griffin and Mike Mullen answer."

President: "Alright. Thank you."

Ms. Laetitia Griffin, Department of Transportation: "Good morning, uh -- this is uh -- Laetitia Griffin ah -- Department of Transportation. Good morning your Honorable Board. Um -- we um -- we distributed an Addendum 73 pages. However, the Contractor did not submit all of the pages as they -- as he was as the bidders were instructed. So we referred the matter to um -- the Law Department for a legal opinion. But the Department of Transportation um -- stands by its recommendation to J. Villa."

President: "Uh -- do we have the -- did you guys receive the opinion from the Law Department?"

Ms. Griffin: "Yes we did and Mike Mullen I believe is on the call as well."

President: "Mr. Mullen."

Mr. Michael Mullen, Law Department: "Good morning. Mr. President, Mr. Mayor, Madam Comptroller, Honorable members. Michael Mullen from the Law Department. Um -- I did in fact issue an opinion on

MINUTES

this one, and what happened here is there's a 73-page Addendum that was acknowledged by the bidder. Ah -- they decided that their only two pages of that addendum were important, and that's all that they returned with their bid. Now traditionally that's not a decision that the City leaves up to the bidders. The other bidders submitted the entire Addendum. The Addendum itself did more than have just drawings in it. There were specifications that were issued because of the Maryland State Highway Administration's changes. There were two items added to the contract. Quantities were revised and the drawings were adjusted to adjust the scale of the drawings. So that is why um -- the Addendum was important. We do not normally allow the bidder to decide what is important or not. They are required to fit and attach the whole Addendum because the addendum becomes part of the actual contract if the Board awards the bidder. It's actually incorporated into the bid itself and we now know if it's part of the documents that the bidder has submitted a responsive bid. By not submitting the full addendum we don't know that, and we've left it up to the bidder to decide what they think is important, and that's not what the Board of Estimates

MINUTES

has done in the past and that's not what happened here. I'd be happy to answer any questions you may have. But this has been the consistent position of the Law Department and the Board for many -- many years."

President: "Thank you. Any questions from any Board members."

Comptroller: "Hi --."

President: "Ah -- Mr. Director Garbark."

Mr. Matthew Garbark, Acting Deputy Department of Public Works: "I had one question for Ms. Griffin or Mr. Mullen and um -- in the Addenda it says the DBE goal is 94.58 percent that seem, is that or can you explain that?"

Ms. Griffin: No that's not the goal. That's um -- I don't have the -- I don't have the um -- DBE package in front -- in front of me but that -- that is not the goal. I can um - follow-up and provide you what the uh -- goal actually is."

Mr. Garbark: "Okay." If you could yeah. Because that seems."

Ms. Griffin: "Yeah that's not the goal."

Mr. Garbark: "Yeah okay. I have no further questions"

MINUTES

President: "Madam Comptroller, your on mute Madam Comptroller."

Comptroller: "Actually, you called Mr. Dashiell for pages 82 to 83. Mr. Dashiell is protesting pages 83 through 84."

President: "Yeah I know -- I know we corrected it ah -- Madam Comptroller. We heard from -- from Mr. Flores who is actually protesting this item."

Comptroller: "Okay. I just want to speak for the record."

President: "Yes ma'am. Anything else from any other Board members? All right. Ah -- I will entertain a motion."

Ms. Moore: "Um -- Mr. President I move that the protest of um -- E&R Services ah -- be -- be rejected and the reason that I make the motion is that E&R failed to submit all of the materials that they were required to submit when they submitted a response to the Addendum. So I recommend my -- my motion is that the protest of E&R Services Inc., be rejected and that the um -- contract be awarded to J. Villa Construction."

MINUTES

Comptroller: "I second."

President: "All those in favor say Aye."

Mr. Garbark: "AYE."

Ms. Moore: "AYE."

President: "All oppose say Nay. The protest is rejected. The item is approved."

* * * * *

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

3. TR 20015, Concrete Slab Repair City-wide Santos Construction Co., Inc. \$1,066,567.20

MWBOO SET GOALS OF 22% FOR MBE AND 9% FOR WBE.

MBE: Santos Construction Co., Inc.*	\$117,322.39	11%
Machado Construction Co., Inc.	<u>117,322.39</u>	<u>11%</u>
	\$234,644.78	22%
 WBE: S&L Trucking, LLC	\$ 53,328.36	5%
Rowen Concrete, Inc.	<u>42,662.69</u>	<u>4%</u>
	\$ 95,991.05	9%

* Self Performing

MWBOO FOUND VENDOR IN COMPLIANCE ON JULY 15, 2020.

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 650,666.28	9950-902465-9509	
GF (HUR)	Construc. Res.	
	Curb Repair	
	Citywide	
575,886.00	"	"
State Constr.		
Rev. Future		
<u>FY'20 Series</u>		
\$1,226,552.28		

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

\$1,066,567.20	-----	9950-905566-9508-6 Structure & Improvements
106,656.72	-----	9950-905566-9508-5 Inspection
53,328.36	-----	9950-905566-9508-2 Contingencies Concrete Slab Improvements TR 20015
<u>\$1,226,552.28</u>		

This transfer will fund the costs associated with the award of Project No. TR 20015, Concrete Slab Repair Citywide, to Santos Construction Co., Inc.

A PROTEST WAS RECEIVED FROM E&R SERVICES, INC.

A PROTEST WAS RECEIVED FROM ROBERT FULTON DASHIELL, ESQ. P.A. ON BEHALF OF J. VILLA CONSTRUCTION COMPANY, INC.



E&R Services Inc
6222 Seabrook Rd
Lanham MD 20706
www.erservicesinc.com

April 30th, 2020

CITY OF BALTIMORE CONTRACT NO. TR-20015
TR-20015 CONCRETE SLAB REPAIRS CITYWIDE

Protest of Bid Deemed Non-Responsive

a. E&R Services, Inc. ("E&R") is the entity protesting this decision.

b. The bid for CITY OF BALTIMORE TR-20015 CONCRETE SLAB REPAIRS CITYWIDE was submitted on March 4th, 2020 as outlined in the bid documents. E&R Services Inc was deemed nonresponsive for not having attended the pre-bid meeting. However, we did attend the pre-bid meeting but made the mistake of not signing in. At this bid were present Jones Enterprises LLC, Santos Construction Co, J. Villa Construction, and ECM Corporation. Santos Construction Co and J. Villa Construction only signed into the sheet and left the meeting. They were not even present for the meeting, yet they are being considered for award only because they signed in and we did not. We had no questions from the pre-bid and acknowledged all the contract documents. Not being signed in into that sheet will not prevent us from understanding and completing the scope of work outlined in the contract documents. Our bid is not materially defective because of the pre-bid sign in sheet.

c. E&R Services Inc prepares our crews and employees based on bid results. If we are the low bidder at a bid opening, we start preparing by hiring more personnel anticipating the need to complete these projects. Not getting this project means less available more hours for those employees that were going to be assigned to this project. E&R Services Inc was also \$69,197.20 lower than the next bidder which is a substantial amount that the City will save by awarding the contract to us.

T. 301-805-1731 / 703-932-8087
F. 240-770-5790
E-mail: info@erservicesinc.com

Robert Fulton Dashiell, ESQ. P.A.

Robert Fulton Dashiell
Principal
robertdashiell@dashiell-lawoffice.com

Senchal Dashiell Barrolle
Associate Principal
sbarrolle@dashiell-lawoffice.com

1726 Whitehead Road
Woodlawn, Maryland 21207
Telephone: (410) 547-8820
Facsimile: (443) 637-3718

Baltimore City Office
2423 Maryland Avenue, Suite 100
Baltimore, Maryland 21218

August 11, 2020

Honorable President
and Members of the Board of Estimates
c/o Clerk 204, City Hall
100 N. Holliday Street
Baltimore, MD 21202

Re: Protest of J. Villa Construction, Inc./TR-20015

Dear Mr. President and Honorable Board Members:


I represent the protestor, J. Villa Construction, Inc ("J. Villa"), the only bidder that attended the mandatory pre-bid meeting held relating to the above referenced contract. Attachment A is a copy of the relevant page from the bid book that states that attendance at the pre-bid meeting was mandatory and admonishes all that "Your failure to attend this meeting will deem your bid unacceptable." Attachment B is the affidavit of Felix Villa who attended the pre-bid meeting on behalf of J. Villa. Mr. Villa unequivocally declares under oath that as evidence by the copy the sign-in sheet that he took a picture of at the conclusion of the meeting, J. Villa was the only contractor in attendance.

On March 17, 2020, Asha Kumta sent an email to J. Villa, among others, to which she attached what she purported to be a copy of the pre-bid meeting sign-in sheet and of the minutes from the meeting. Attachment C is a copy of the attendance sheet attached to Ms. Kumta's email and Attachment D is a copy of the minutes she provided. Attachment C contains the names of contractors, including the proposed awardee, Santos, that were not on the sign-in sheet photographed by Mr. Villa, because they weren't there during the meeting or when it ended at 10:17. The minutes sent out by Ms. Kumta indicate that the meeting continued until 11:15, nearly an hour after Mr. Donovan stated that the meeting was over and after Mr. Villa had left the building. On March 18, 2020, J. Villa sent a copy of the sign in sheet photographed by Mr. Villa to Mr. Donovan, Ms. Kunta and the other attendees, all city personnel.

Attachment A states that the pre-bid meeting would start at 10 a.m. It does not state the duration of the meeting. Those that arrive at a pre-bid meeting after the start time do so at their own peril because nowhere in the bid documents did the City reserve the right to re-start the pre-bid meeting after it has been concluded. Showing up at a mandatory pre-bid meeting after the start time is akin to arrival at court or a Board of Estimates meeting after the court or Board has ruled on a matter. Rather than advise Santos that the meeting was over, it appears that a decision was made to restart and continue the pre-bid meeting after the only bidder that arrived on time was told that the meeting had ended and had left. That decision, however well intended or seemingly innocuous, in fact compromised the integrity of the competitive bid process. It cannot be condoned.

For the above reasons we maintain that the contract should be awarded to J. Villa.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Dashiell', written over a horizontal line.

Robert Fulton Dashiell, Esq.

Attachments

Attachment A

CONTRACT NO. TR 2015

NOTICE PRE-BID MEETING

A "Pre-Bidding Informational Meeting" will be held on MARCH 13, 2020 @ 10:00AM in Room 724, Charles L. Benton Building, 417 E. Fayette Street for BALTIMORE CITY CONTRACT NO. TR-2015 CONCRETE SLAB REPAIR CITYWIDE. Representatives of appropriate governmental agencies, as well as affected public and private utilities, will be present for the purpose of answering or obtaining answers to questions of interested parties. Information pertaining to right-of-way, utilities, design and construction details will be discussed.

Attendees who leave their name and address will be furnished a copy of the Minutes of the meeting which will include a list of all persons present and their affiliation. It is possible that these Minutes will contain some clarification or discussion which will not be included in an addendum. A copy of the Minutes may be examined on the 7th Floor of the Charles L. Benton, Jr Building, located at 417 East Fayette Street, Baltimore, Maryland 21202.

If other information relative to this project is desired, please contact:

Satinder Kang.... (410)-396-6967

Fax (410)-547-8276

Email..... Satinder.kang@baltimorecity.gov

MANDATORY ATTENDANCE AT PRE-BID MEETING

ATTENDANCE TO THE PRE-BID MEETING IS MANDATORY. YOUR FAILURE TO ATTEND THIS MEETING WILL DEEM YOUR BID INACCEPTABLE. A SIGN-IN SHEET WILL BE PROVIDED AT THE PRE-BID MEETING.

Attachment B

AFFIDAVIT

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

PERSONALLY came and appeared before me, the undersigned Notary, the within named Felix J. Villa, who is a resident of Anne Arundel County, State of Maryland, and makes this his/her statement and Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

On March 13, 2020 @ 10a.m., as a representative of J. Villa Construction, I attended a mandatory, pre-bid meeting in Room 724, Charles A. Benton Building, 417 E. Fayette Street for Baltimore City Contract Number TR-20015- Concrete Slab Repair City Wide. The meeting was conducted by Mike Donovan. There was very little discussion as J. Villa was familiar with the work to be performed. No other contractors were present during the meeting. At 10:17 Mr. Donovan stated that the meeting was adjourned. To be certain I confirmed that the meeting was over and I then proceeded to take a picture of the sign in sheet that I and the other persons present had signed upon arrival. Attached as Exhibits 1 is a copy of the sign in sheet that I photographed. Exhibits 2 and 3 are photographs of the people who were present during the meeting and when it concluded.

DATED this the 11th day of August, 2020.



Signature of Affiant

SWORN to and subscribed before me, this the 11th day of August, 2020.

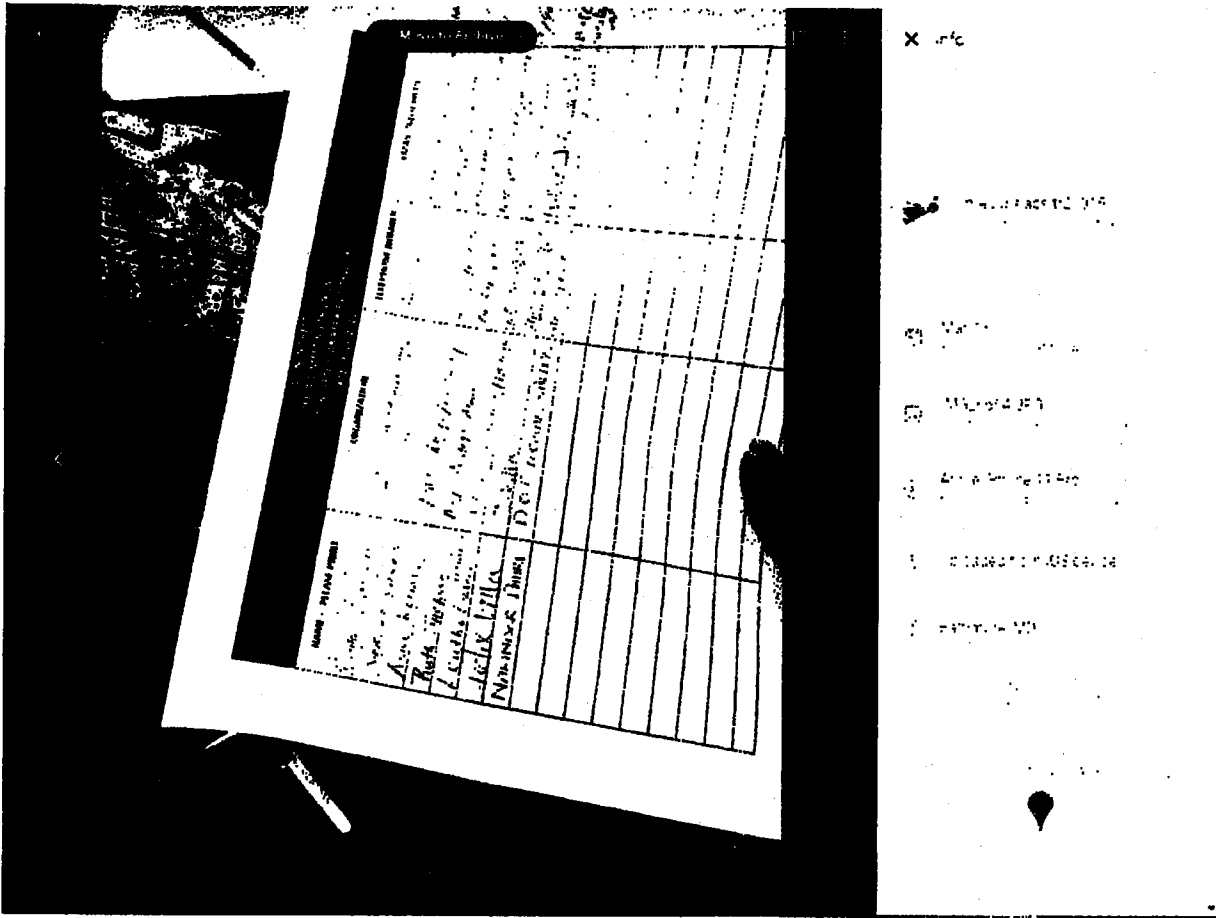


NOTARY PUBLIC

My Commission Expires:

ARELI MENDEZ FIERROS
Notary Public
Prince George's County, Maryland
My Commission Expires 2/27/2022

Exh. 1



Link for TR20015 prebid meeting

<https://drive.google.com/file/d/1V0wUMM8aMXpV2Bzcb1EuqE6DFCpAX0-E/view?usp=sharing>

Felix after the meeting went to the building next door to take a picture of the bidders that purchased the bidding docs. When he asked for the document, they told them he couldn't see it just then since a bidder was in the process of purchasing and he had to wait till after he finished. He did, he overheard that individual (ECM rep) ask the city rep where that building for the prebid was.

EXH. 2

Below is a photograph taken by J. Villa rep. Felix Villa at arrival to the meeting. Beside the photo please note the time stamp on google photos. We use google photos to capture the date, time and location of the photo. From left to right you have Robert Curry, Michael Donovan, Asha Kumta, Ruth Jackson, Leatha Evans in the photo below.

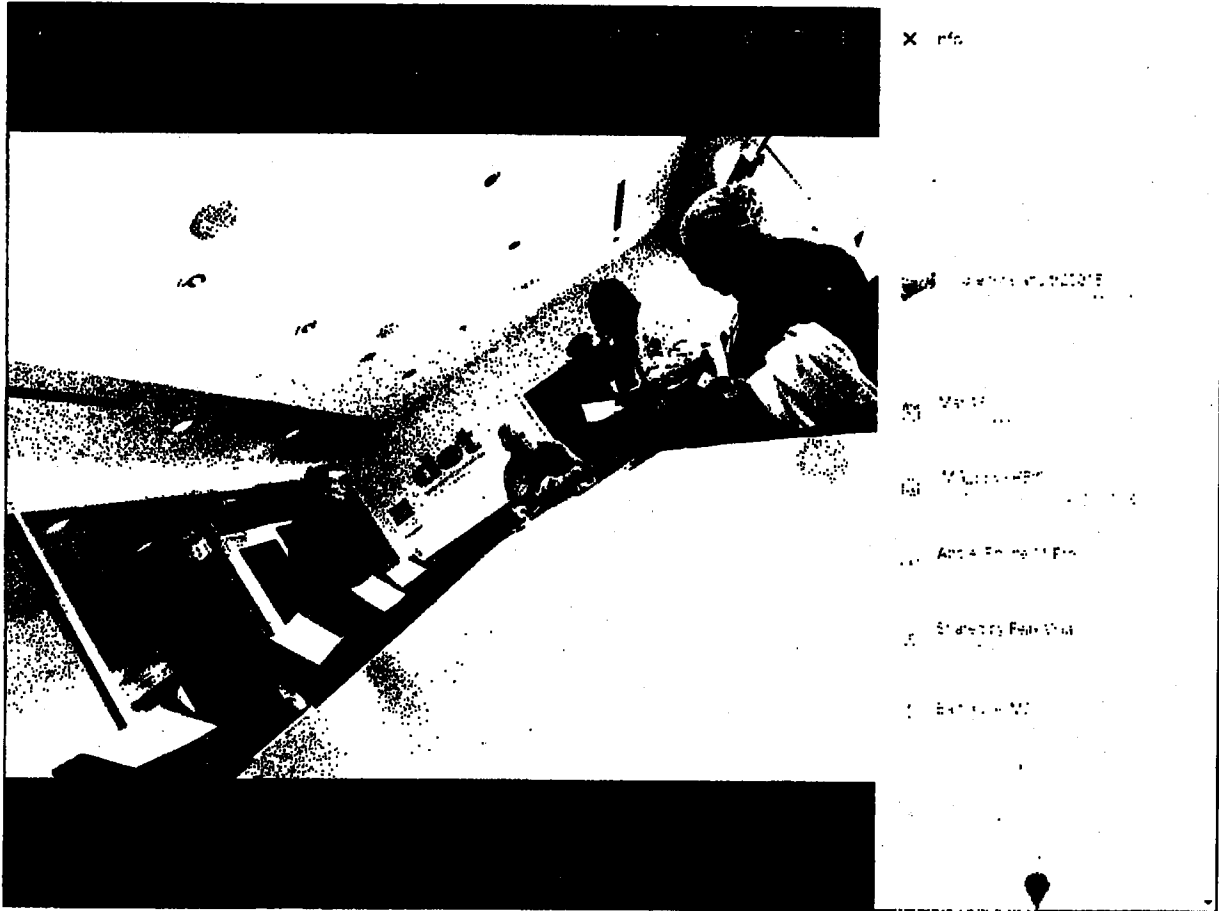
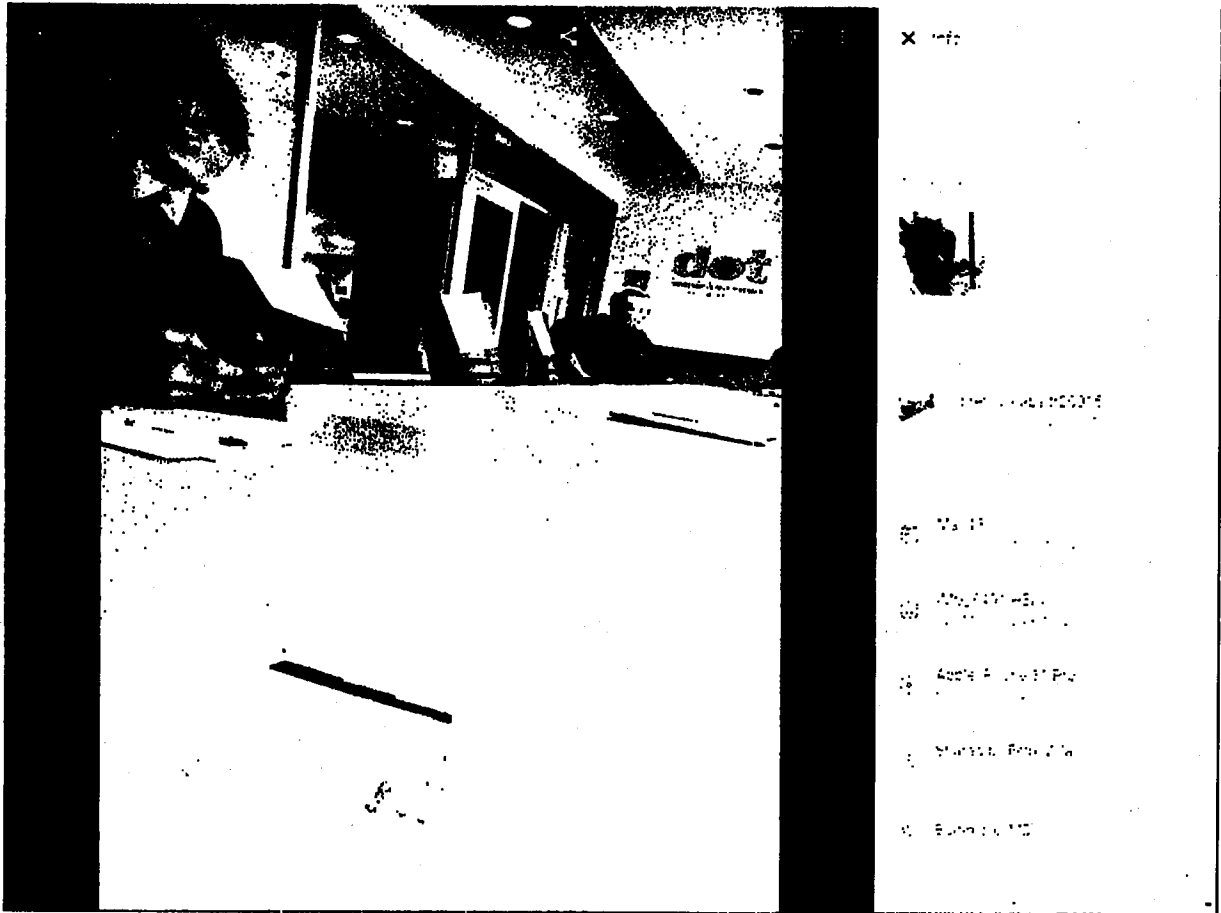


Photo below Felix captured in the photo Baltimore City Inspector Narinder Bahri.

EXH. 3



These were all the people in attendance to the mandatory meeting.

This is the sign in sheet at the end of the prebid meeting with a timestamp as well.

Attachment D

Meeting Minutes – Pre-Bid TR 20015

Contract: TR 20015 Concrete Slab Repairs Citywide

Date: March 13, 2020

Time: 10.00 am

Location: 417 E. Fayette St, Baltimore, MD 21202, DOT7Chen Conference Room.

Attendees: Michael Donovan - BCDOT TEC

Bob Curry – BCDOT

Asha Kumta – BCDOT

Narinder Bahri - BCDOT

Ruth Jackson – BCDOT CA

Leatha Evans – BCDOT CA

Felix Villa - J. Villa Construction

Erik Benitez – ECM Corporation

Irvin Sutton – Jones Enterprise.

Joe Agostinho – Santos Construction Co., Inc.

Topics of Discussion:

Mr. Michael Donovan opened the meeting by asking the Contractors if they had questions about the Contract TR20015 Concrete Slab Repairs Citywide. He explained that it is 365 calendar days of Contract. The Project manager is Mr. Satinder Kang. He emphasized on referring to the Contract Book and the Green Book, if the Contractors had any questions and needed clarifications about the Contract.

Ms. Ruth Jackson from Contract Administration addressed information provided in the hand out and explained the minority goals MBE 22% WBE 9%. The Cost Range for this Project will be from \$700,000.00 to \$900,000.00.

The Principle Items of work for this Project are:

9 inch Concrete Pavement Modified Mix#67000 square yards, 9 inch Reinforced Concrete Pavement Modified Mix #62000 square yards. Please refer to page 2 of the Spec book.

Ms. Jackson informed the Contractors, for local hiring to follow the Baltimore City local hiring process. She explained that the Sub-Contractors must be pre-qualified by the (OBC) if performing work in excess of \$50,000.00. All Sub-contractors must be certified with MWBOO. All bidders Prime and Sub must be registered with Sams.gov (Systems Award Management) a Federal requirement. All Prime and Sub-Contractors must be in good standing with the State Department of Assessment and Taxation (SDAT). Bid Forms must be signed in blue ink. Sub-Contractors must sign in blue ink in their own hand writing. Any changes made to the Bid-Items must be initialed with the correct amount entered. She handed out the Maryland Business Contribution Disclosure as well as the Minority depository institution information.

Information regarding Bid-Bond can be found on page 143 of the Contract Book. All forms need to be notarized.

It was made clear to all the Bidders that the Department of Transportation performs Minority Participation compliance review throughout the life of the contract.

For further clarification all Contractors and Sub-Contractors must be registered with Sams.gov.

Mr. Michael Donovan checked to see if anyone had any questions related to the Contract.

Meeting adjourned at approximately 11.15a.m.

MINUTES

President: "Uh -- the third item on the non-routine agenda can be found on page 83 item three and four Department of Transportation Concrete Slab Repairs Citywide. Ah -- we have received protests on this item from ah -- E&R Services -- uh -- we will begin with you Mr. Flores the floor is yours again."

Mr. Flores: "Ah -- my colleague."

President: "Mr. Flores we couldn't hear that you have to repeat that."

Mr. Flores: "Ah -- Mr. Emilio Rodriguez here."

Mr. Rodriguez: "Yes. Good morning."

President: "Good morning."

Mr. Rodriguez: "Um -- I'm protesting this bid because I was actually present at that pre-bid meeting. I um -- I completely forgot to sign in it was maybe um - a three four-minute meeting. Nothing was said um -- I -- I saw the Contractors um -- that were present including uh -- Santos Construction, J. Villa and Jones Construction were -- were present at the pre-bid. Ah -- actually Santos's Construction and J and J. Villa just signed in didn't even stay for the uh -- for the short meeting. I stayed for the

MINUTES

length of the meeting myself. I just forgot to sign in and um -- actually ECM Construction and Jones Enterprises stayed for the ah -- length of the meeting. Like I said it was three for me like a three four-minute meeting um -- but the uh -- the other two contractors Santos and J. Villa just signed in and left. So I was actually present and um - that's - that's all I have to say for now."

President: "Thank you. Ah -- Director Sharkey you have someone that wants to speak to this one."

Ms. Griffin: "Ah -- Good morning again, this is Laetitia Griffin. Based on a conversation with our um -- Construction Division, we um -- we saw no evidence that ah - E&R attended the pre-bid meeting. Not only did we look at the sign-in sheet from the pre-bid meeting but on the seventh floor of the Benton Building where the pre-bid meeting is held in the reception area. Everyone who enters um -- that area must sign in. So we also looked at that sign-in sheet as well, and we didn't find any evidence that E&R had been on the floor that day or -- or had attended the pre-bid meeting."

MINUTES

President: "Thank you um -- is the representative from Santos on the call?"

Mr. Al Santos, Business Agent Santos Construction Co: "Yes sir. Good morning."

President: "Yes sir. Good morning just wanted to see if you wanted to comment at all as you guys were awarded this."

Mr. Santos: "Uh no -- no comments."

President: "Thank you very much. Uh - let's see who else do we have here. All right do we have anybody else on this item? Uh-- Mr. Dashiell are you on you're not on this item correct? Are you still there Mr. Dashiell?"

Mr. Dashiell: "Hello."

President: "Yes sir."

Mr. Dashiell: "Hello."

President: "Yes sir we can hear you now."

Mr. Dashiell: "Okay yes -- yes -- yes well J. Villa filed a protest because uh -- as shown in the affidavit that was appended to the protest, J. Villa was in fact the only contractor present."

MINUTES

This was a mandatory pre-bid meeting. Ah -- J. Villa was there on time uh -- was there had a conversation with Mr. Donovan who conducted the meeting I believe on behalf of the DOT. Uh -- Mr. Donovan advised J. Villa at the conclusion of the meeting that it was over. J. Villa ah -- before they left, took a picture of the sign-in sheet which is appended also to the protest. You will see from the sign-in sheet that there was only one contractor there, ah -- at the time the meeting concluded or in fact even during the meeting. We also appended photographs I guess of the people who were there. Ah -- and we -- Santos was not present uh -- as uh - it's the same is true with respect to E&R. And ah -- and we don't know what happened after -- after J. Villa after the meeting concluded. And J. Villa's representative uh -- left the meeting. But ah -- if indeed other contractors came in later and somehow the meeting resumed or was restarted that would have been improper. Uh -- because there was no comm -- there was no communication with J. Villa once the meeting concluded and we and uh -- Villa left the meeting. And in as much as it was mandatory uh -- mandatory

MINUTES

pre-bid meeting and the bidders were advised that their failure to appear would result in their bids being deemed unacceptable. Ah - - we believe that the only responsive bidder was -- was the ah -- J. Villa and therefore, the only appropriate party to award the contract would be to would be J. Villa."

President: "Thank you. Thank you Mr. Dashiell and we -- we -- we are going to separate these two protests out. Are there any questions for the agency on -- on the protest of this item that is from um -- E&R any questions? All right I will entertain a motion."

Acting City Solicitor: "Um -- so this is a little challenging because you know one person was there. Others say they were not. It's the written document that is gonna have to control this one. Um -- so we've got two protests, one from E&R Services and one from ah -- J. Villa. The um -- the protest from E&R Services is denied. It is -- is my -- my motion is that the protest from E&R Services be denied and that the award uh -- be made to um -- Santos Construction. Similarly, the ah -- protests from J. Villa um -- Construction my -- my um -- motion is that -- that too be denied."

MINUTES

President: "Madam -- Madam Solicitor. I have - let's pause there, because I need to read that one into the record so let's just start with the first one."

Acting City Solicitor: "Okay".

President: "Is there a second."

Comptroller: "Second."

President: "All those in favor say Aye. All oppose say Nay. The motion is approved uh -- this uh -- the protest is denied. This item has been approved."

President: "The fourth item on the non-routine agenda can be found on page 83 to 84 item three to four Department of Transportation Concrete Slab Repair Citywide. Ah -- we have received protests on this item uh -- from J. Villa Construction represented by Mr. Dashiell who -- who we have heard from ah -- today. Ah -- I would like for the Department of Transportation just for the record to address this uh -- protest on this item."

Ms. Griffin: "Um -- Good morning again, this is Laetitia Griffin. Um -- and in speaking with the uh -- the host of the pre-bid meeting Michael Donovan and he is on the call um -- he said that

MINUTES

when he um -- entered the conference room where the pre-bid meeting was held Mr. um -- um the representative from J. Villa was already there as other D-O-T members, also um -- came into the room. And I believe but um -- like I said he's on the call and he can confirm this that. Um -- J. Villa said they didn't have any questions and they were going to leave the meeting and they did, and after he left he came back and took a picture of the sign-in sheet. Well the meeting still went on and other contractors entered um -- the conference room and the meeting continued and the pre-bid meeting did not end until 11 a.m. as stated in the pre-bid meeting minutes that was distributed to all bidders as well as the sign-in sheet."

President: "Thank you. Uh -- thank you so much. Uh -- are there any other questions for anyone on this item."

Acting City Solicitor: "I have a question. I just want to clarify."

President: "Yes madam Solicitor."

Acting City Solicitor: "Thank you for recognizing me. Um -- Mr. President, Ms. Griffin are you saying that J. Villa came and signed but left?"

Ms. Griffin: "Yes."

MINUTES

Acting City Solicitor: "The pre-bid. Okay."

Ms. Griffin: "Yeah."

Acting City Solicitor: "Okay."

Ms. Griffin: "I'm sorry. He stated he didn't have any questions concerning the bid so he signed the sheet. He left and then he came back in the room, and took a picture of the sign-in sheet then he left. And the other D-O-T representative stayed in the room and you know eventually other bidders um -- attended the meeting. The meeting never ended until 11:00."

Acting City Solicitor: "So once the meeting began and information was shared was the representative from J. Villa still present or."

Ms. Griffin: "No he had left."

Acting City Solicitor: "He had left."

Ms. Griffin: "Mm-hmm."

Acting City Solicitor: "Okay. Um -- all right. Thank you. Those are all the questions I have."

President: "Thank you. Anybody else. Madam Solicitor?"

MINUTES

Acting City Solicitor: "Um -- I make a motion that the protest of J. Villa be rejected and that the contract be awarded to Santos Construction."

Comptroller: "Second."

President: "All those in favor say Aye."

Acting City Solicitor: "AYE."

Mr. Garbark: "AYE."

President: "All opposed say Nay. The protest is denied. This item is approved."

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MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Procurement

5. B50005748, Electronic Health
Record Management Software
and Support Services

(Health Dept.)

REJECTION: Vendors were solicited by posting on CitiBuy, eMaryland Marketplace, and in local newspapers. The three bids received were opened on June 19, 2020. Upon further review of the solicitation, specifications, and questions submitted by the vendor community, it is recommended that the Board reject all bids, in the best interest of the City.

MINUTES

Law Department - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for a litigation action brought by DaShawn McGrier against former Officer Arthur Williams and Officer Brandon Smith-Saxon. Plaintiff alleges both federal and state claims of excessive force, civil rights violations and state law battery.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - 1001-000000-2041-716700-603070

BACKGROUND/EXPLANATION:

On August 11, 2018, McGrier was sitting on the steps of a storefront, speaking with a friend, in the 2500 Block of East Monument Street. He was approached by then-Officer Arthur Williams and Officer Brandon Smith-Saxon. Plaintiff alleges he attempted to walk away from the scene, but Williams ordered him to stop and produce identification.

A third party recorded the incident on video, which shows McGrier and Williams shouting between Plaintiff and Williams as they are standing on the sidewalk. The video then shows a physical altercation during which Williams struck McGrier repeatedly, resulting in alleged injuries requiring overnight hospitalization including abrasions to both sides of McGrier's face and fractures of his ribs. This incident resulted in then-Officer Williams's resignation from BPD and subsequent criminal conviction for second degree assault and misconduct in office.

MINUTESLaw Department - cont'd

Plaintiff filed the current lawsuit on March 24, 2020, alleging violations of his civil rights under 42 U.S.C. § 1983, violations of Articles 10, 24, 26, and 40 of the Maryland Declaration of Rights, and state law battery. Defendants removed the case to Federal Court shortly thereafter. In order to resolve this case, avoiding the expense, time, and uncertainties of further protracted litigation and the potential for an excess judgment, the Defendants have agreed to offer McGrier payment of \$500,000.00, for complete settlement of the case, including attorney's fees and costs. In return, McGrier has agreed to dismiss all claims against Williams and Smith-Saxon, as well as the Baltimore Police Department and the Mayor and City Council.

Based on a review by the Settlement Committee of the Law Department, a recommendation to settle is made to the Board of Estimates to approve the settlement of this case to avoid a potential adverse jury verdict.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for a litigation action brought by DaShawn McGrier against former Officer Arthur Williams and Officer Brandon Smith-Saxon.

MINUTES

President: "Uh -- do we have any remarks from any of the Board members today. Madam Comptroller uh -- do you have anything?"

Comptroller: "No."

President: "I would like to make just some brief remarks uh -- before we close again, today we are facing the repercussions of - - of what is the embarrassment that was the Gun Trace Task Force of these settlements earlier or more than a settlement. Really for me as a standard as a reminder that we have an obligation uh -- to be -- to own mistakes that were made even if we were not in power of things when they happened and that really talks about how we have to be more transparent and accountable to Baltimoreans moving forward. And that goes for law enforcement, legislators, agencies, every civil servant who takes a job and is supposed to protect and work for the citizens of Baltimore. We all know there's still a lot of work uh -- to be done in restoring trust with BPD but within our City as a whole and as long as I'm able to serve our residents can rest assured that I work every day toward that goal which is critically important."

MINUTES

President: "Ah -- as there is no more business before the Board we will recess until bid openings at 12 noon. We will be in recess next week August 19th. We will reconvene August 26, 2020. Thank you everyone. Please wear masks, please practice physical distancing. Please uh -- give your prayers and your thoughts to all the families impacted by the explosion in Northwest Baltimore especially of those who lost those two -- two victims of fatal victims of that explosion and their families. Thank you."

Mayor: "Thank you everyone."

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MINUTES

Comptroller: "All right, good afternoon. The Board of Estimates is now in session for the receiving and opening of bids. As part of the overall effort to limit transmission of the Covid-19 virus, the Board of Estimates is conducting bid openings remotely. Members of the public can call in to listen to bid openings live by calling 443-984-1696 and entering Access Code: 0817325. Board of Estimates meetings are broadcast live on Charm TV, Channel 25 on Comcast cable in Baltimore City. Meetings are also streamed on the internet at www.charmtvbaltimore.com/watch-live. The Board of Estimates will continue to conduct bid openings remotely while the state of emergency declared by the Mayor of Baltimore and the Governor of Maryland remains in effect."

MINUTES

BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Secretary announced **THERE WERE NO ADDENDA RECEIVED** extending the dates for receipt and opening of bids. There were no objections.

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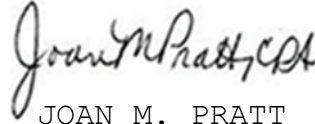
Thereafter, the Secretary announced **THERE WERE NO BIDS RECEIVED** for tabulation and report. There were no objections.

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MINUTES

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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, August 19, 2020.



JOAN M. PRATT

Secretary