

## MINUTES

REGULAR MEETING

Honorable Bernard C. "Jack" Young, President  
Honorable Stephanie Rawlings-Blake, Mayor  
Honorable Joan M. Pratt, Comptroller and Secretary  
George A. Nilson, City Solicitor  
Alfred H. Foxx, Director of Public Works  
David E. Ralph, Deputy City Solicitor  
Rudolph S. Chow, Deputy Director of Public Works  
Bernice H. Taylor, Deputy Comptroller and Clerk

The meeting was called to order by the President.

President: "I will direct the Board members attention to the memorandum from my office dated October 21, 2013, identifying matters to be considered as routine agenda items, together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a motion to approve all of the items contained on the routine agenda."

City Solicitor: "Move the approval of all items on the routine agenda."

Comptroller: "Second."

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

\* \* \* \* \*

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

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on October 31, 1991, the following contractors are recommended:

BLD Services, LLC	\$ 79,164,000.00
C&T Painting Co., Inc.	\$ 810,000.00
Chereco Company, Inc.	\$ 8,000,000.00
Dixie Construction Company, Inc.	\$ 8,000,000.00
National Service Contractors, Inc.	\$ 7,749,000.00
Southern Maryland Cable, Inc.	\$ 3,000,000.00
Total Contracting, Inc.	\$ 42,192,000.00
Weeks Marine	\$1,251,513,000.00
Window Consultants, Inc.	\$ 6,858,000.00
Y.E.M. Corporation, Inc.	\$ 1,500,000.00

2. Prequalification of Architects and Engineers

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

Becht Engineering BT, Inc.	Engineer
Burdette, Koehler, Murphy & Associates, Inc.	Engineer
Johnson Consulting Engineers, Inc.	Engineer
Khafra Engineering Consultants, Inc.	Architect Engineer

**MINUTES****BOARDS AND COMMISSIONS****Prequalification of Architects and Engineers - cont'd**

So-Deep, Inc.

Engineer  
Property Line Survey

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.

## MINUTES

CITY COUNCIL BILL:

13-0228 - An ordinance concerning Franchise - Private Pipelines Under and Across or Over and Across Portions of the South Clinton Street, South Highland Avenue, South Haven Street, Boston Street, O'Donnell Street, Eastern Avenue, East Lombard Street, and Pulaski Highway Rights-of-Way for the purpose of granting a franchise to Petroleum Fuel & Terminal Company, to construct, use, and maintain private pipelines under and across or over and across portions of the 1600 block of South Clinton Street, the 1600 block of South Highland Avenue, the 1400 block of South Haven Street, the 4100 block of Boston Street, the 4100 block of O'Donnell Street, the 4400 block of Eastern Avenue, the 4500 block of East Lombard Street, and the 5100 block of Pulaski Highway rights-of-way, connecting the Company's North Terminal at 5101 Erdman Avenue to the Company's South Terminal at 1622 South Clinton Street, subject to certain terms, conditions, and reservations; repealing Ordinance 55-1462, Ordinance 79-1157, and Ordinance 82-851; and providing for a special effective date.

Annual Fee: \$15,091.46

IN ACCORDANCE WITH THE MINOR PRIVILEGE SCHEDULE OF CHARGES AND REGULATIONS AS ESTABLISHED AND SET BY THE BOARD OF ESTIMATES, AN ANNUAL FRANCHISE FEE OF \$15,091.64 IS RECOMMENDED BY THE DEPARTMENT OF GENERAL SERVICES FOR THESE ENCROACHMENTS INTO THE PUBLIC RIGHTS-OF-WAY.

ASSUMING THE PROCEDURAL REQUIREMENTS IN THE CITY CHARTER ARE MET, THE LAW DEPARTMENT WILL APPROVE THE BILL FOR FORM AND LEGAL SUFFICIENCY.

THE PLANNING COMMISSION CONCURS WITH THE RECOMMENDATION OF ITS DEPARTMENTAL STAFF, AND RECOMMENDS THAT CITY COUNCIL BILL 13-0228 BE PASSED BY THE CITY COUNCIL.

## MINUTES

CITY COUNCIL BILL - cont'd

THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
RESPECTFULLY DEFERS ITS POSITION ON CITY COUNCIL BILL  
13-0228 TO THE DEPARTMENT OF PLANNING.

ALL REPORTS RECEIVED WERE FAVORABLE.

UPON MOTION duly made and seconded, the Board approved bill  
13-0228 and set the annual franchise fee at \$15,091.64, as  
recommended by the Department of General Services and directed  
that the bill be returned to the City Council with the  
recommendation it also be approved and passed by that Honorable  
Body. The President **ABSTAINED**.

MINUTES

TRANSFERS OF FUNDS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

4267

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****TRANSFER OF FUNDS**

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>			
1.	<b>\$50,000.00</b>	9950-902436-9507	9950-908090-9512
	Other	Constr. Reserve -	Design and Study
		Locust Point	Traffic Mitigation
		Access Road	SW Zone A

This transfer will fund the cost associated with the study for Traffic Mitigation SW Zone A related to the project. The funding will come from the developer per the regulation of the City Council Bill 11-0658.

Department of Recreation and Parks

2.	<b>\$20,000.00</b>	9938-920026-9475	9938-921026-9474
	Rec. & Parks	CC Jackson Pool	CC Jackson Pool and
	27 <sup>th</sup> Series	and Park Improv.	Park Improv. -
		- Reserve	Active

This transfer will provide funds to cover the costs associated with the relocation of the existing playground at CC Jackson Park.

**MINUTES**Law Department - Settlement Agreement and Release

The Board is requested to approve the settlement agreement and release for the following claim:

1. Dion Smith v. Mayor & City Council of Baltimore \$117,044.00

Funds are available in account no. 2070-000000-5501-601301-601001.

The settlement agreement and release has been reviewed and approved by the Settlement Committee of the Law Department.

UPON MOTION duly made and seconded, the Board approved the settlement agreement and release for the above claim.



## MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Condemnation</u>			
1. EverBank	4706 Delaware Ave.	G/R \$90.00	\$ 750.00

Funds are available in account no. 9910-918300-9588-900000-704040, Park Heights Site.

Dept. of Housing and Community Development - Options

2. Debra P. Green	4702 Delaware Ave.	L/H	\$26,700.00
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Funds are available in account no. 9910-918300-9588-900000-704040, Park Heights Site.

3. Robert B. Duval, Jr.	4708 Delaware Ave.	L/H	\$22,420.00
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Funds are available in account no. 9910-918300-9588-900000-704040, Park Heights Site.

In the event that the option agreement/s fail and settlement cannot be achieved, the Department requests the Board's approval to purchase the interest in the above property/ies by condemnation proceedings for an amount equal to or lesser than the option amounts.

UPON MOTION duly made and seconded, the Board approved and authorized the condemnation and the options.

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Land Disposition Agreement with Vision Investment, Inc. for the sale of property located at 1032 and 1034 East North Avenue.

**AMOUNT OF MONEY AND SOURCE:**

\$3,000.00	-	1032 East North Avenue
<u>3,000.00</u>	-	1034 East North Avenue
<b>\$6,000.00</b>		Purchase Price

**BACKGROUND/EXPLANATION:**

The City will convey all of its rights, title, and interest in 1032 & 1034 East North Avenue to Vision Investment, Inc. for the price of \$3,000.00 for each property for a total of \$6,000.00, which will be paid to the City at the time of settlement.

Vision Investment, Inc. will purchase the vacant row houses known as 1032 & 1034 East North Avenue for rehabilitation as affordable rental housing from the City. The properties are located within the East Baltimore Midway Community. The purchase price and improvements to the sites will be funded privately.

**STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE PRICE DETERMINED BY THE WAIVER VALUATION PROCESS:**

Pursuant to Baltimore City's Appraisal policy, the waiver valuation process determined the price for the properties to be \$7,000.00 each.

The properties are being sold to Vision Investments, Inc. for less because of the following reasons:

1. the renovations will be to the specific benefit to the immediate community,
2. this transaction will eliminate blight from the block, and thus eliminate blight from the neighborhood,

**MINUTES**

DHCD - cont'd

3. this sale and rehabilitation will return the vacant buildings to the tax rolls, and
4. the properties are being sold for less than the price determined by the waiver valuation process because of their condition, which will require extensive and immediate remediation.

**MBE/WBE PARTICIPATION:**

The developer will purchase the properties for a price that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation; therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Vision Investment, Inc. for the sale of property located at 1032 and 1034 East North Avenue.

**MINUTES**

Mayor's Office of Employment - Subrecipient Contractual  
Development (MOED) Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a subrecipient contractual agreement with Sinai Hospital of Baltimore, Inc. (Subcontractor), for professional services. The period of the agreement is July 1, 2013 through June 30, 2014.

**AMOUNT OF MONEY AND SOURCE:**

\$247,983.00 - 4000-806414-6313-497805-603051

**BACKGROUND/EXPLANATION:**

The purpose of this agreement is to secure the services of the Subcontractor who will recruit and enroll at least forty (40) Workforce Investment Act eligible out-of-school Baltimore City youth and young adults, eighteen (18) to twenty-one (21) years old. The Subcontractor will prepare and/or transition those youth to employment and/or post-secondary training in the Healthcare industry career path. Job placement and job retention services will also be provided.

The agreement is late because of the late submittal of information by the vendor that was needed to complete the agreement.

**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 subrecipient contractual agreement with Sinai Hospital of Baltimore, Inc., for professional services.

**MINUTES**

Police Department - Grant Adjustment Notice No. 2

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Grant Adjustment Notice (GAN) No. 2 with the Maryland Emergency Management Agency (MEMA).

**AMOUNT OF MONEY AND SOURCE:**

(\$30,000.00) - 4000-470913-2023-212605-600000

**BACKGROUND/EXPLANATION:**

On February 1, 2012, the Board approved the original grant with MEMA for the "FY11 Urban Area Security Initiative" in the amount of \$1,402,931.92.

On October 31, 2012, the Board approved GAN No. 1 increasing the award by \$423,290.00 for a total award amount of \$1,826,221.92.

This GAN No. 2 reprograms funding to support increased Urban Search and Rescue capabilities and reduces the funding of \$93,720.00 for Training and Exercise by \$30,000.00 to \$63,720.00. This reduction makes the new total amount for the award \$1,796,221.92.

All other terms and conditions of the original grant award agreement remain unchanged.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS NOTED THE GRANT AMENDMENT NO. 2.**

**MINUTES**

Police Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Adjustment Notice No. 2 with the Maryland Emergency Management Agency.

**MINUTES**

Police Department - Grant Adjustment Notice

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Grant Adjustment Notice (GAN) with the Maryland Emergency Management Agency (MEMA).

**AMOUNT OF MONEY AND SOURCE:**

(\$50,860.00) - 4000-472413-2023-212608-600000

**BACKGROUND/EXPLANATION:**

On October 17, 2012, the Board approved the grant agreement with MEMA for the FY12 Urban Area Security Initiative (UASI) grant program in the amount of \$1,476,804.00.

On April 24, 2013, the Board approved the GAN No. 1, which reallocated the UASI funding to complete regional projects and reduced the total by \$30,000.00, making the total award \$1,446,804.00.

This GAN No. 2 reprograms funding for Training and Exercises to support increased urban security and rescue capabilities and reduces the total by \$50,860.00 to \$149,140.00. This reduction makes the new total for this grant award \$1,395,944.00. All other terms and conditions of the agreement will remain unchanged.

**APPROVED FOR FUNDS BY FINANCE****AUDITS NOTED AMENDMENT NO. 2.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Adjustment Notice with the Maryland Emergency Management Agency.

**MINUTES**

Police Department - Grant Adjustment Notice

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a grant adjustment notice (GAN) from the Governor's Office of Crime Control and Prevention (GOCCP). The GAN extends the period of the award through December 31, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$0.00 - 4000-473314-2252-688000-607001

**BACKGROUND/EXPLANATION:**

On September 4, 2013, the Board approved acceptance of a grant award with the GOCCP for the "SART Advocate" project. This project will fund a Victim's Advocate who will provide support for victims of sexual assault. The Victim's Advocate will be employed by Turnaround, Inc. and will collaborate with the Baltimore Police Department's Sex Offense Unit to improve case investigation protocols.

**APPROVED FOR FUNDS BY FINANCE****AUDITS NOTED THE TIME EXTENSION**

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the grant adjustment notice from the Governor's Office of Crime Control and Prevention.



**MINUTES**Police Department - Annual Reimbursement of Registration Funds**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Registration Reimbursement Approval Form and to accept the reimbursement of registration funds from the Maryland Department of Public Safety and Correctional Services (DPSCS) pursuant to the Sex Offender and Registry Compliance Agreement. The period of the reimbursement is July 1, 2012 through June 30, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$348,200.00 - 5000-596314-2021-212700-600000

**BACKGROUND/EXPLANATION:**

The Maryland DPSCS is mandated under Criminal Procedure Article, Subsection 11-713(3) and (4), and under COMAR 12.06.01.17 to reimburse each local law enforcement unit annually for processing registration statements, fingerprints, photographs, and for performing community notification requirements. The rate for reimbursement is \$200.00 per sexual offender registration, with 1,741 active registrants for this reimbursement period.

**APPROVED FOR FUNDS BY FINANCE**

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Registration Reimbursement Approval Form and to accept the reimbursement of registration funds from the Maryland Department of Public Safety and Correctional Services pursuant to the Sex Offender and Registry Compliance Agreement.

**MINUTES**

Bureau of Water & Wastewater - Amendment No. 5 to the Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of Amendment No. 5 to the Agreement with KCI Technologies, Inc. for Project No. 1108, Water System Audit and Condition Assessment of Water Infrastructure.

**AMOUNT OF MONEY AND SOURCE:**

\$128,386.43 - 9960-905647-9557-900020-703032

**BACKGROUND/EXPLANATION:**

On March 03, 2010, the Board approved a two year agreement with KCI Technologies, Inc. for Water System Audit & Condition Assessment of Water Infrastructure. The agreement was amended on August 10, 2011, April 25, 2012, February 13, 2013, and July 24, 2013 and was extended up to March 3, 2014. Under the proposed Amendment No. 5, the consultant will provide engineering services related to the assessment of large water meters vaults, which includes assessment and inspection of large water meters/vault, preparation of report and recommendations. The current agreement is due to expire on March 3, 2014. All other terms and conditions of the original agreement, Amendment No. 1, and Amendment No. 2, Amendment No. 3, and Amendment No. 4 will remain unchanged.

**MBE/WBE PARTICIPATION:**

The consultant will continue to comply with all terms and conditions of the MBE/WBE programs in accordance with Baltimore City Code, Article 5, Subtitle 28.

**APPROVED FOR FUNDS BY FINANCE**

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

## MINUTES

Bureau of Water & Wastewater - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 5 to the Agreement with KCI Technologies, Inc.

MINUTES

PERSONNEL MATTERS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

4281 - 4298

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

The President **ABSTAINED** on item no. 3.

Item no. 4 was **WITHDRAWN**.

**MINUTES****PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Department of Finance</u>		
1. <b>SHELBY HOLTZ</b>	\$27.89	<b>\$ 8,924.00</b>

Account: 1001-000000-1421-160800-601009

Ms. Holtz, retiree, will continue to work as a Fiscal Technician. Her duties will include, but are not limited to providing training, analysis reconciliation, and processing support for multiple payroll and tax accounts for the Central Payroll Division. The Department of Finance is requesting a waiver of the hourly rate as stipulated in AM-212-1. The period of the agreement is effective upon Board approval through December 31, 2013.

2. Reclassify the following Positions:

a. Job No.: 1480-46793

From: Collections Supervisor I  
 Job Code: 34241  
 Grade: 085 (\$34,562.00 - \$41,645.00)

To: Collections Supervisor III  
 Job Code: 34242  
 Grade: 087 (\$37,407.00 - \$45,218.00)

b. Job No.: 1480-12502

From: Accounting Assistant II  
 Job Code: 34132  
 Grade: 078 (\$27,958.00 - \$32,241.00)

To: Accounting Assistant III  
 Job Code: 34133  
 Grade: 084 (\$33,510.00 - \$39,994.00)

Cost: \$3,792.00 - 1001-000000-1480-166400-601001

**MINUTES****PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Office of the President</u>		
3. <b>CHRISTINE M. MULDOWNEY</b>	\$19.23	<b>\$20,000.00</b>

Account: 1001-000000-1000-106500-601009

Ms. Muldowney will continue to work as a Contract Services Specialist to perform constituent services for Mr. Robert Curran. She will be responsible for attending community meetings, answering constituent questions, following through to investigate and respond to constituent concerns, advising on community issues and assisting in the development of public forums and hearings on issues of interest to the community. The agreement is effective upon Board approval for one year.

Department of General Services

4. <b>WILLIAM F. MERRITT</b>	\$50.00	<b>\$95,000.00</b>
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Account: 2051-000000-1982-718200-601009

Mr. Merritt will continue to work as a Grants Procurement Specialist. His duties will include, but will not be limited to identifying various types of funding sources and determining what sources will best fund the Department's needs. Mr. Merritt will submit a weekly progress report, oversee, coordinate, and provide technical assistance to the City's grant project groups. In addition, he will review, evaluate, modify, and edit all grant application packages to ensure adherence to funding source guidelines. He will monitor the status of applications and all grant proposal activity to ensure adherence to Department procedures. The period of the agreement is effective upon Board approval for one year.

**MINUTES****PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Office of the State's Attorney</u>		
5. <b>AVON G. MACKEL</b>	\$26.40	<b>\$45,684.00</b>

Account: 1001-000000-1150-118000-601009

Mr. Mackel, retiree, will continue to serve as an Investigator. He will be responsible for reviewing charging documents and statement of charges; interviewing and locating witnesses; performing record checks; and appearing before the grand jury. The period of the agreement is October 29, 2013 through October 28, 2014.

Mayor's Office of Human Services

6. <b>RENARD BROOKS</b>	\$36.75	<b>\$64,312.00</b>
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Account: 1001-000000-3571-327200-601009

Mr. Brooks will continue to work as a Reentry Coordinator. The salary shows a 5% increase from the previous contract period. Mr. Brooks will be taking on additional duties. His duties have been expanded and will include, but are not limited to providing direction to the Director and other City leaders on offender re-entry released strategies, including pre and post-release programs and services to reduce recidivism. He will conduct best practice research of federal, state, and local re-entry initiatives; identify funding opportunities for the continued implementation and sustainment of strategies; and provide staff support and guidance to the Mayor's Reentry and Community Action Council. In addition, he will implement program design for comprehensive re-entry initiative for offenders returning to Baltimore's communities from incarceration, and develop comprehensive networks of agencies/organizations to provide services to offenders in transition. The period of the agreement is October 26, 2013 through October 25, 2014.

## MINUTES

PERSONNEL**A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART**

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

Department of Audits

	<u>Hourly Rate</u>	<u>Amount</u>
7. <b>ERIC D. BERRY</b>	\$40.00	<b>\$49,920.00</b>

Account: 1001-000000-1310-157800-601009

Mr. Berry will work as a Special Network/Database Administrator. His duties will include, but are not limited to maintaining and administering the servers and databases; installing and monitoring the servers; diagnosing and repairing the server problems; assisting in formulating, reviewing and updating the server plans and strategies, and assisting in IT related functions. The period of the agreement is effective upon Board approval for twelve months.

Health Department

	<u>Hourly Rate</u>	<u>Amount</u>
8. <b>ELIZABETH TUNG</b>	\$34.11	<b>\$39,977.00</b>

Account: 1001-000000-3001-599000-601009

Ms. Tung will work as an Assistant for Special Projects. Her duties will include, but are not limited to promoting health equity, reducing health disparities and health reform implementation. She will collaborate with Baltimore City Health Department leaders in developing, planning, organizing and implementing and coordinating a variety of activities relating to the Health Promotion Program. The period of the agreement is effective upon Board approval through June 30, 2014.



# Kim A. Trueheart

October 22, 2013

Board of Estimates  
Attn: Clerk  
City Hall, Room 204  
100 N. Holliday Street,  
Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and failure to capitalize on strategic investment opportunities in our youth by the Mayor of Baltimore City.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self
2. What the issues are:
  - a. Page 19, item #6, Mayor's Office of Human Services - Personnel, if approved:
    - i. The agreement appears to extend an existing agreement without providing the citizens the benefit of a new competitive procurement to ensure the best candidate available is recruited and hired;
    - ii. Please provide access to the performance outcomes and accomplishment reports from Mr. Brooks' previous contract period for inspected;
    - iii. The description for this item states: "Mr. Brooks will be taking on additional duties. His duties have been expanded and will include, but are not limited to **providing direction to the Director** and other City leaders on offender re-entry released strategies, including pre and post-release programs and services to reduce recidivism."
      1. Will the Director taking direction from Mr. Brooks be removed from his position, since Mr. Brooks seems capable of taking over?
      2. Please provide access to the following details regarding the Mayor's Reentry and Community Action Council for inspection:
        - a. The implementing policy directive;
        - b. The mission and purpose statements;
        - c. The dates, times and attendees at the last meeting;
        - d. The minutes from the last meeting;
        - e. The membership roster for the Council.
3. How the protestant will be harmed by the proposed Board of Estimates' action: The contract appears to fund another individual to provide key services, yet Baltimore City seems NOT to be the beneficiary of any sage or impactful knowledge and/or insights resulting from the services of any of these individuals. The lost opportunities associated with hiring the wrong people are dramatically harmful.

Email: [ktrueheart@whatfits.net](mailto:ktrueheart@whatfits.net)  
5519 Belleville Ave  
Baltimore, MD 21207

4. The remedy I seek and respectfully request is that this action NOT be approved.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on October 23, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,  
Kim Trueheart, Citizen & Resident

5519 Belleville Ave  
Baltimore, MD 21207

**MINUTES****PERSONNEL**9. Create Two Positions

Field Health Services Supervisor

Job Code: 62723

Grade: 089 (\$31,073.00 - \$34,534.00)

Job No.: To be assigned by BBMR

Cost: \$122,484.98 - 5000-524014-3150-271300-601001

10. Create the following Position

Public Health Investigator

Job Code: 42571

Grade: 430 (\$31,073.00 - \$34,534.00)

Job No.: To be assigned by BBMR

Cost: \$17,924.00 - 4000-424614-3030-294500-601001

11. Create the following Position

Medical Office Assistant

Job Code: 61391

Grade: 078 (\$27,958.00 - \$32,241.00)

Job No.: To be assigned by BBMR

Cost: \$44,967.00 - 4000-423814-3030-279200-601001

12. Create the following Three Positions

Emergency Medical Aide

Job Code: 62721

Grade: 075 (\$26,316.00 - \$29,913.00)

Job No.: To be assigned by BBMR

Cost: \$128,531.24 - 5000-524014-3150-271300-601001

**MINUTES****PERSONNEL**Department of Planning

	<u>Hourly Rate</u>	<u>Amount</u>
13. <b>MARK CAMERON</b>	\$32.73	<b>\$60,300.00</b>
Account: 5000-518413-1875-187400-601009		\$25,000.00
9905-922004-9188-900000-601009		\$35,300.00

Mr. Cameron will continue to work as a Special Landscape Architect. His duties will include, but are not limited to coordinating initiatives and providing expertise related to water quality, landscaping and green infrastructure as part of the Mayor's Growing Green Initiative. His work will support the goals established in the Baltimore Sustainability Plan and the Baltimore Comprehensive Plan, as well as the regulations set forth in the new zoning code, the City and State Critical Area regulations, and the City and State storm water regulations. The period of the agreement is November 1, 2013 through October 31, 2014.

Police Department

14. <b>LINDA E. BALLINGER</b>	\$14.42	<b>\$30,000.00</b>
15. <b>JODY S. DOWELL</b>	\$14.42	<b>\$30,000.00</b>

Account: 1000-000000-2042-198100-601009

Mses. Ballinger and Dowell, retirees, will each work as a Contract Services Specialist I in the Internal Affairs Division (IAD). They will be responsible for handling the intake of complaints from citizens or members of the Department and ensuring that the proper notifications are made through channels and forwarded to an IAD investigator. In addition, they will conduct preliminary investigations of complaints from City Hall and the Police Commissioner's office and handle requests from Legal Affairs and the State's Attorney's Office for IAD reports. The period of the agreement is October 23, 2013 through October 22, 2014.

**MINUTES****PERSONNEL**Police Department

16. **JOHN R. DOLLY, JR.** \$14.42 \$30,000.00

Account: 1000-000000-2042-198100-601009

Mr. Dolly, retiree, will continue to work as a Contract Services Specialist I in the Firearms Examination Unit. He will be responsible for the transfers of all evidence requested for analysis by the Firearms Unit and assuring the safe condition and completion of the inventory of every firearm received into the lab. The period of the agreement is November 21, 2013 through November 20, 2014.

17. **CHARLES WILLIAMS** \$14.42 \$30,000.00

Account: 1000-000000-2042-198100-601009

Mr. Williams, retiree, will continue to work as a Contract Services Specialist I in the Internal Affairs Division. He will be responsible for compiling statistical analysis, including identifying complaint trends and mapping complaints. In addition, Mr. Williams will also prepare the weekly CitiStat package, monitor, correct, and modify IAD databases, and run weekly IASat meetings. The period of the agreement is November 23, 2013 through November 22, 2014.

18. **ESSEX R. WEAVER** \$14.42 \$30,000.00

Account: 1000-000000-2042-198100-601009

Mr. Weaver, retiree, will continue to work as a Contract Services Specialist I in the Property Section, Evidence Control Unit. He will be responsible for receiving property/evidence submissions from police officers and lab personnel and ensuring the accuracy and completeness of paperwork, and entering evidence into the tracking system. In addition, Mr. Weaver will release property for court, maintain the chain of custody, release property to the public, and document releases in the computer. The period of the agreement is November 23, 2013 through November 22, 2014.

**MINUTES****PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Police Department</u>		
19. <b>JOHN D. RICE</b>	\$14.42	<b>\$30,000.00</b>

Account: 1000-000000-2042-198100-601009

Mr. Rice, retiree, will continue to work as a Contract Services Specialist I in the Inventory Control Unit. He will be responsible for identifying and labeling all non-expendable property and entering property information into the Consolidated Management Receipt (CMR). Mr. Rice will also update the CMR as to the status of any departmental property and resolve discrepancies between the CMR and inventories. In addition, he will conduct inventory of various units or upon request of command and ensure that the property being disposed of is in keeping with procedures. The period of the agreement is November 23, 2013 through November 22, 2014.

20. <b>PATRICIA N. COCHRANE</b>	\$14.42	<b>\$30,000.00</b>
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The period of the agreement is November 21, 2013 through November 20, 2014.

21. <b>SHEREE D. PETERSON</b>	\$14.42	<b>\$30,000.00</b>
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The period of the agreement is November 23, 2013 through November 22, 2014.

Account: 1000-000000-2042-198100-601009

Mses. Cochrane and Peterson, retirees, will each continue to work as a Contract Services Specialist I in the Validations Unit. They will be responsible for reviewing National Crime Information Center (NCIC) entries, police reports, and supporting documents. Mses. Cochrane and Peterson will also contact victims, complainants, courts, individuals, and sources

## MINUTES

PERSONNEL

Police Dept. - cont'd

for follow-up. In addition, they will access local, state, and federal databases for additional information, update records on local databases/NCIC to reflect changes, and prepare police supplemental reports.

	<u>Hourly Rate</u>	<u>Amount</u>
22. <b>JAMES L. PRICE</b>	\$14.42	<b>\$30,000.00</b>

Account: 1000-000000-2042-198100-601009

Mr. Price, retiree, will continue to work as a Contract Services Specialist I in the Staff Review Unit. He will be responsible for checking the Coplogic database for reports and reviewing all reports submitted via Coplogic. Mr. Price will also send correspondence to the reporting individual, maintain records, and assist with various projects in the division. The period of the agreement is November 21, 2013 through November 20, 2014.

23. <b>DUANE A. JEFFERSON</b>	\$14.42	<b>\$30,000.00</b>
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Account: 1000-000000-2042-198100-601009

Mr. Jefferson, retiree, will continue to work as a Contract Services Specialist I in the Sex Offender Registry Unit. He will be responsible for explaining requirements to the registrants and obtaining a signed statement from the registrant acknowledging receipt of the requirements. Mr. Jefferson will also photograph the registrants at a minimum of every six-months and enter a DNA sample into the Maryland State Police Crime Lab. The period of the agreement is November 23, 2013 through November 22, 2014.

On January 3, 1996, the Board approved a waiver to Administrative Manual Policy 212-1, which allowed the Police Department to hire retired police officers on a contractual basis.

**MINUTES****PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Police Dept.</u> - cont'd		
24. <b>SHANNON SULLIVAN</b>	\$34.27	<b>\$44,551.00</b>

Account: 1000-000000-2041-195800-601009

Ms. Sullivan will continue to work as a Policy Writer. Her duties will include, but will not be limited to assisting in the reviewing, rewriting, and creating of General Orders, Police Commissioner Memoranda, Training Bulletins, and Standard Operating Procedures (SOPs). Ms. Sullivan will also implement the Lexipol online policy and procedure manual system and facilitate the Department's efforts to modernize and simplify the management and content of its critical documents, including General Orders and SOPs. The period of the agreement is effective upon Board approval through September 30, 2014.

Department of Recreation and Parks

25. <b>WALLEY STEPHENSON</b>	\$37.98	<b>\$79,000.00</b>
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Account: 1001-000000-4803-371500-601009

Mr. Stephenson will continue to work as a Facility Maintenance Coordinator. His duties will include, but are not limited to monitoring the overall \$1,600,000.00 building maintenance budget. He will prepare expenditure status reports for program administration and evaluation. In addition, he will perform and maintain a comprehensive analysis of the Department's facilities with suggestions on maintenance improvements, long and short-term. He will also prioritize building maintenance projects based on Departmental priorities and project cost/benefit. The period of the agreement is October 26, 2013 through October 25, 2014.



## MINUTES

PERSONNEL

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Department of Recreation and Parks - cont'd</u>		
26. <b>FRANK LIPSCOMB</b>	\$27.00	<b>\$31,968.00</b>

Account: 5000-578713-4711-361840-601009

Mr. Lipscomb will continue to work as a Construction Project Manager for the Capital Development Division. His duties will include, but are not limited to the oversight of the administration and management of all Department Federal Aid construction and the supervision of the preparation of federal and state reports to ensure grants are reimbursed and required records are maintained. In addition, he will review and process all contractors' monthly payment estimates, contract change orders, and extra work orders. The period of the agreement is November 26, 2013 through November 25, 2014.

27. <b>STEPHANIE PARHAM-BROWN</b>	\$35.36	<b>\$42,432.00</b>
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Account: 5000-577713-4711-361800-601009

Ms. Parham-Brown, retiree, will continue to work as an Accounting Analyst. Her duties will include, but are not limited to reviewing fiscal reports for submission to the Federal and State government for verification and proper documentation. She will monitor the Department's capital expenditures, prepare monthly financial reports for various capital projects, and verify accounts to assure compliance with City standards. The period of the agreement is October 27, 2013 through October 26, 2014.

## MINUTES

PERSONNELDepartment of Human Resources

28. **THOMAS PETER BERNIER**      \$200.00 1<sup>st</sup> session      \$ 7,000.00  
    \$170.00 each  
    succeeding session  
    \$325.00/written report

Account: 1001-000000-1603-172500-603026

Mr. Bernier will continue to work as a Hearing Officer and Chief Hearing Officer. The Baltimore Charter permits an investigation for employees discharged, reduced or suspended for more than 30 days after completion of the probationary period. Mr. Bernier will preside over these investigations and submit recommendations to the Civil Service Commissioners for approval. In addition, he will review each written report submitted and handle administrative situations as they arise. The period of the agreement is effective upon Board approval for one year.

29. a. Reclassify the following position:

Job No.: 1603-10017

From: 33629 - HR Specialist II  
    Grade: 113 (\$46,700.00 - \$65,500.00)

To: 33630 - HR Specialist III  
    Grade: 116 (\$53,900.00 - \$76,000.00)

- b. Abolish and create the following positions:

1. Abolish 33681 - HR Assistant  
    Grade: 081 (\$30,223.00 - \$35,806.00)  
    Job Nos.: 1603-10046 and 1602-44774

2. Create 33630 - HR Specialist III  
    Grade: 116 (\$53,900.00 - \$76,000.00)  
    Job No.: to be determined

Costs: \$10,467.60 - 1001-000000-1603-172500-601001

**MINUTES****PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Department of Housing &amp; Community Development (DHCD)</u>		
30. <b>CAROLE A. TAYLOR</b>	\$25.50	<b>\$ 30,603.20</b>

Account: 1001-000000-1773-179400-601009

Ms. Taylor, retiree, will continue to work as an Accountant II. Her duties will include, but are not limited to reviewing, approving, and maintaining records on all personnel actions for the Department and the Housing Authority of Baltimore City contractual employees. In addition, she will maintain and keep a current personnel roster which will include a vacancy listing and a listing of salary saved positions. Ms. Taylor will also work up salary and benefit information, track paperwork for personnel actions such as Form 79s, Form 80s, position descriptions and employee action requests. She will be responsible for all budget and accounting for Administration, Housing Code Enforcement, Register & License Properties, Building & Zoning Inspections; budget matters, revenue collection report, and training the new fiscal supervisor. The period of the agreement is effective upon Board approval for one year.

Office of the Sheriff

31. Classify the following 19 positions:

From: 90000 - New Position  
 Grade: 900 (\$1.00 - \$204,000.00)  
 Job No.: 1182-49866  
 One position

To: 01422 - Deputy Sheriff Major  
 Grade: 220 (\$54,009.00 - \$86,718.00)

**MINUTES****PERSONNEL**Office of the Sheriff - cont'd

From: 90000 - New Position  
 Grade: 900 (\$1.00 - \$204,000.00)  
 Job No.: 1182-49867  
 One position

To: 01409 - Deputy Sheriff Captain  
 Grade: 219 (\$50,631.00 - \$81,287.00)

From: 90000 - New Position  
 Grade: 900 (\$1.00 - \$204,000.00)  
 Job Nos.: 1182-49870 and 1182-49869  
 Two positions

To: 01404 - Deputy Sheriff Lieutenant  
 Grade: 218 (\$47,495.00 - \$76,220.00)

From: 90000 - New Position  
 Grade: 900 (\$1.00 - \$204,000.00)  
 Job Nos.: 1182-49870 and 1182-49871  
 Two positions

To: 01423 - Deputy Sheriff Sergeant  
 Grade: 216 (\$41,896.00 - \$66,880.00)

From: 90000 - New Position  
 Grade: 900 (\$1.00 - \$204,000.00)  
 Job Nos.: 1182-49872, 1182-49873, 1182-19874,  
 1182-49875, 1182-49876, 1182-49877, 1182-  
 49878, 1182-49879, 1182-49880, 1182-49881,  
 1182-49882, 1182-49883 and 1182-49884  
 13 Positions

To: 01401 - Deputy Sheriff  
 Grade: 214 (\$37,006.00 - \$58,719.00)

Costs: \$1,217,552.00 - 1001-000000-1182-138800-601001

The Baltimore City Sheriff Department, through State legislation, Senate Bill 846 has been granted authorization to increase the number of security staff positions within their agency. Based upon the legislation the agency is requesting to reclassify the above 19 positions.

**MINUTES****PERSONNEL**Baltimore City Fire Department32. Create the following new classifications:

- a. 41244 - Fire Emergency Services Instructor  
Grade: 325 (\$40,504.00 - \$62,203.00)
- b. 41245 - Fire Emergency Services Instructor Supervisor  
Grade: 340 (\$51,289.00 - \$62,582.00)
- c. 41246 - Fire Emergency Services Instructor, ALS  
Grade: 368 (\$41,992.00 - \$63,730.00)
- d. 41247 - Fire Emergency Services Instructor Supervisor, ALS  
Grade: 373 (\$52,777.00 - \$64,109.00)

Reclassify the following positions:

- 1. From: 41296 - Fire Pump Operator  
Grade: 335 (\$34,776.00 - \$56,148.00)  
Job No.: 2112-13007  
  
To: 41244 - Fire Emergency Services Instructor  
Grade: 325 (\$40,504.00 - \$62,203.00)
- 2. From: 41277 - Emergency Vehicle Driver, ALS  
Grade: 354 (\$36,022.00 - \$57,334.00)  
Job No.: 2112-13063  
  
To: 41246 - Fire Emergency Services Instructor, ALS  
Grade: 368 (\$41,992.00 - \$63,730.00)
- 3. From: 41244 - Emergency Vehicle Driver  
Grade: 324 (\$34,532.00 - \$55,809.00)  
Job No.: 2112-13030  
  
To: 41297 - Fire Emergency Services Instructor  
Grade: 325 (\$40,504.00 - \$62,203.00)

## MINUTES

PERSONNELBaltimore City Fire Department - cont'd

4. From: 41210 - Firefighter/Paramedic  
Grade: 312 (\$35,148.00 - \$56,094.00)  
Job Nos.: 2112-12593, 2112-13615, 2112-13829  
and 2112-46183
- To: 41244 - Fire Emergency Services Instructor  
Grade: 325 (\$40,504.00 - \$62,203.00)
5. From: 41211 - Firefighter Suppression  
Grade: 334 (\$33,659.00 - \$54,567.00)  
Job No.: 2112-47239
- To: 41244 - Fire Emergency Services Instructor  
Grade: 325 (\$40,504.00 - \$62,203.00)
6. From: 41211 - Firefighter Suppression  
Grade: 334 (\$33,659.00 - \$54,567.00)  
Job No.: 2112-13353
- To: 41245 - Fire Emergency Services Instructor Supv.  
Grade: 340 (\$51,289.00 - \$62,582.00)
7. From: 33232 - Secretary II  
Grade: 078 (\$27,958.00 - \$32,241.00)  
Job No.: 2112-12594
- To: 33233 - Secretary III  
Grade: 084 (\$33,510.00 - \$39,994.00)

Costs: \$66,628.00 - 1001-000000-2112-226000-600061

The Baltimore City Fire Academy has reorganized in order to attract and retain members to provide training to recruits and officers of the Department. To accomplish this task, they have requested the creation of a new classification series of Fire Emergency Services Instructor and Fire Emergency Services Supervisor.

**MINUTES****PERSONNEL**Baltimore City Fire Department - cont'd

The Fire Emergency Services Instructor classification will be responsible for providing educational and hands on instruction to recruits and other fire personnel in the suppression of fires, ventilation of buildings on fire, basic and technical actions of rescuing victims, basic and advanced emergency medical services, planning, developing and implementing training classes on departmental policy, procedures and regulations and establishing objectives and course work for recruits and staff personnel.

The Fire Emergency Services Supervisor classification will be responsible for supervising the work of Fire Emergency Service Instructors, developing various training modules for recruits and agency personnel, developing, reviewing and overseeing daily, monthly and quarterly class review reports, evaluating and reviewing classroom and hands on training classes, completing training assessment reports on instructors, overseeing and ensuring instructors obtain any additional training required, reviewing and modifying lesson plans, and preparing monthly scheduling training classes.

33. Abolish the following three vacant positions:

41210 - Firefighter/Paramedic  
Grade: 312 (\$35,148.00 - \$56,094.00)  
Job Nos.: 2121-49814, 2121-49815 and 2121-49816

Create the following position:

10213 - Fire Command Staff II  
Grade: 966 (\$96,300.00 - \$119,000.00)  
Job No.: to be determined

Costs: (\$73,923.00) - 1001-000000-2121-226400-601001

## MINUTES

PERSONNEL

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Department of Public Works</u>		
34. <b>CYNTHIA STEVENSON</b>	\$26.99	<b>\$32,388.00</b>

Account: 1001-000000-1901-190300-601009

Ms. Stevenson, retiree, will continue to work as a Secretary. Her duties will include, but are not limited to developing and maintaining HR data tracking for employees with criminal arrest for monitoring and compliance with Mayoral regulations, preparing technical and complex reports, maintaining personal and confidential files, overseeing the maintenance of sensitive records systems taking dictation, shorthand, and transcription. The period of the agreement is effective upon Board approval for one year.



**MINUTES**

Department of Audits - Refunds of Overpayments  
Abandoned Property Report

**ACTION REQUESTED OF B/E:**

The Board is requested to accept the report and approve the recommendations of the Department of Audits on the refunds of overpayments for the abandoned property report.

**AMOUNT OF MONEY AND SOURCE:**

\$86,793.03 - refunds of overpayments

**BACKGROUND/EXPLANATION:**

The Department of Finance, Bureau of Revenue Collections sent 712 claim forms to the potential claimants listed on the City's abandoned property report for fiscal year 2010, dated July 5, 2013. These overpayments remained either unclaimed or unresolved for three or more years. The claim forms contained instructions to complete and return those forms to the Board of Estimates.

Under the procedures established by the Board of Estimates, 139 claim forms, requesting refunds totaling \$123,713.92 were received by the Board of Estimates and forwarded to the Department of Audits for review and recommendation. The Department of Audits conducted a review of the claims for potential overpayments that remained either unclaimed or unresolved for three years.

The Department determined that \$86,793.03, included in the submitted schedule, represents valid refunds to 65 claimants resulting from duplicate payments, abatements, and tax credits. The Department recommends that these refunds be approved for payment and that \$86,793.03 be removed from the listing of abandoned property to be submitted to the State by the Department of Finance, Bureau of Revenue Collections.

## MINUTES

Department of Audits - cont'd

The Department also determined that potential claims received, totaling \$23,657.89, resulted from various clerical or accounting errors and should not have been included in the abandoned property report. Therefore, the Department recommends that \$23,657.89 associated with those claims be retained by the City and removed from the listing of abandoned property to be submitted to the State. The balance of \$13,263.00 represents the adjusted amount for abandoned property that will be included in the amount to be remitted to the State.

UPON MOTION duly made and seconded, the Board accepted the report and approved the recommendations of the Department of Audits on the refunds of overpayments for the abandoned property report.

**MINUTES**

Mayor's Office of Human Services (MOHS) - Grant Agreements and  
Amendment No. 1 to  
Grant Contract

The Board is requested to approve and authorize execution of the grant agreements and an amendment no. 1 to grant contract.

GRANT AGREEMENTS

1. **HEALTHCARE ACCESS MARYLAND, INC.** **\$124,549.00**

Accounts: 5000-529114-3572-333710-603051	\$ 84,500.00
4000-480013-3571-333610-603051	\$ 40,049.00

Under the terms of this agreement, the organization will use the funds to provide to 300 clients one or more of the following services: shelter, support services, operating emergency shelters, street outreach for the homeless, homelessness prevention, and rapid re-housing assistance to homeless individuals in Baltimore City. The period of the grant agreement is July 1, 2013 through June 30, 2014.

The grant agreement is late because of delays at the administrative level.

**MWBOO GRANTED A WAIVER.**

2. **PEOPLE ENCOURAGING PEOPLE, INC.** **\$584,872.00**

Account: 4000-496213-3573-591486-603051

Under the terms of this agreement, the organization will provide outreach, permanent housing, and supportive services to 44 chronically homeless individuals (clients) with co-occurring disorders of severe mental illness and/or substance abuse. The period of the grant agreement is October 1, 2013 through September 30, 2014.

**MWBOO GRANTED A WAIVER.**

**MINUTES**

Mayor's Office of Human Services - cont'd

AMENDMENT NO. 1 TO GRANT CONTRACT

3. **BALTIMORE MENTAL HEALTH SYSTEMS, INC. (BMHS)** (\$157,640.00)

Account: 4000-496313-3573-591241-603051

On April 17, 2013, the Board approved the original contract in the amount of \$1,840,302.00 for the period April 1, 2013 through March 31, 2014. This amendment no. 1 will decrease the contract amount by \$157,640.00, making the total contract amount \$1,682,662.00.

The BMHS is reducing the number of housing units it will provide under this contract, and therefore will not require this funding. The amount decreased will be used to fund other service providers. All other terms and conditions of the original grant agreement remain unchanged.

**MWBOO GRANTED A WAIVER.**

**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 grant agreements and an amendment no. 1 to grant contract.

## MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2013 through June 30, 2014, unless otherwise indicated.

1. **V-LINC, INC.** **\$ 16,550.00**

Account: 4000-428214-3080-294302-603051

V-Linc, Inc. will provide early intervention services in natural environments that promote educational opportunities for infants and toddlers with disabilities, their families and professionals serving these children. V-Linc, Inc. services will focus on assistive technology applications such as software, low-tech communication devices, adaptive toys, and equipment for computer access to provide early intervention services for the Baltimore Infants and Toddlers Program.

The agreement is late because it was requested late in the fiscal year and it was just recently returned to the Department.

2. **BALTIMORE MEDICAL SYSTEM, INC.** **\$ 10,170.28**  
**(BMSI)**

Account: 4000-499513-3031-579200-404001

The BMSI, Inc. will provide support for the Baltimore City Health Department's Asthma Program *Reducing Asthma in Baltimore* (RAB). The BMSI assistance in the project will entail oversight of the clinical content and subsequent delivery of environmental asthma management education to the BMSI provider staff, assistance in conducting community-based environmental asthma trigger management education via nursing student clinical rotations, co hosting a webinar for medical providers on project methods and successes, and support for curriculum development. The period of the agreement is August 1, 2013 through May 31, 2014.

The agreement is late because the Department awarded funding to the provider late in the fiscal year and the Department was waiting for a suitable scope of work and budget.

## MINUTES

Health Dept. - cont'd

3. **PACT: HELPING CHILDREN WITH SPECIAL NEEDS, INC.** **\$48,095.00**

Account: 4000-428214-3080-294308-603051

PACT's World of Care will coordinate their services with the Infants and Toddlers Program. The services will include screenings, evaluations and therapy in the areas of occupational therapy, speech language pathology, and physical therapy. The therapy services will be provided at the rate of \$115.00 per 30 minute session, for a maximum of 403 sessions; and evaluations at the rate of \$175.00 per session for a maximum of 10 sessions.

The agreement is late because the Department was waiting for required signatures.

4. **PLANNED PARENTHOOD OF MARYLAND, INC.** **\$75,000.00**

Account: 4000-494414-3030-279200-603051

The organization will assist the Department with the development and implementation of a health education curriculum for child welfare workers and foster care providers for the Baltimore City Teen Pregnancy Prevention Initiative: Out of Home Youth Project. The goals of this initiative are to educate significant adults working with out-of-home youth on pregnancy prevention and to develop a curriculum for integration within in-service programs for professionals and providers.

The agreement is late because of a delay in the completion of the required documentation.

## MINUTES

Health Department - cont'd

5. **NAVEED RAOOF** **\$ 4,968.00**

Account: 4000-436214-3255-316200-603018

Ms. Raoof, consultant, will conduct a training session for the Chronic Disease Self-Management Program (CDSMP) and the Diabetes Self-Management Program (DSMP). Ms. Raoof will train students/volunteers designated by the Department to become lay leaders for the CDSMP and/or DSMP. In addition, she will teach patients how to manage their physical conditions and deal with problems such as nutrition, diabetes, hypertension, pain management and the appropriate exercise techniques by maintaining and improving strength, flexibility, and endurance. The period of the agreement is October 1, 2013 through September 30, 2014.

6. **CHESAPEAKE SQUARES, INC.** **\$ 3,307.56**

Account: 6000-633014-3034-268500-406001

This license agreement will allow the Chesapeake Squares, Inc., a social club, to use the Mason F. Lord room of the Waxter Senior Center on Tuesday and Thursday evenings from 6:30 to 10:30 p.m. The room is used for square dances and organizational meetings. The period of the agreement is September 1, 2013 through August 31, 2014.

This agreement is late because the Department was waiting on signatures from the licensee.

7. **BALTIMORE CITY COMMUNITY COLLEGE (BCCC)** **\$21,330.00**

Account: 6000-633014-3024-295900-603026

The BCCC will conduct various classes in community education at the Waxter Senior Center. These classes will be offered to members and non-members 55 years of age or older. The period of the agreement is July 1, 2013 through August 31, 2014.

**MINUTES**Health Department - cont'd

This agreement is late because the Department was waiting on signatures from the provider.

8. **THE PEOPLE'S COMMUNITY** **\$47,150.00**  
**HEALTH CENTER, INC. (PCHC)**

Account: 4000-424514-3023-599605-603051

The PCHC will continue aggressive prevention services in the form of education, HIV testing and early and ongoing treatment. The PCHC has an overall goal of providing effective medical care and support services to HIV+ infected patients.

The agreement is late because the Infectious Disease and Environmental Health Administration (IDEHA) program-matically manages Ryan White Part B services. The IDEHA selects the providers through a competitive Request for Proposal process. The providers are asked to submit a budget, budget narrative, and scope of services. The Health Department thoroughly reviews the entire package before preparing a contract and submitting it to the Board. These budgets are often revised because of inadequate information from the providers. This review process is required to comply with the grant requirements.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED (EXCEPT ITEM NO. 6) AND HAD NO OBJECTION.**

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



## MINUTES

Health Department - Grant Agreements**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of the grant awards and authorize execution of the agreements.

1. **DAVID AND BARBARA B. HIRSCHHORN FOUNDATION** **\$ 30,000.00**

Account: 6000-626614-3080-292303-406001

The award will support the Teen Pregnancy Prevention Initiative (TPPI). The TPPI aims to reduce births in Baltimore City by ensuring that young people: 1) have access to age-appropriate and evidenced-based health education; 2) have access to medically-appropriate clinical services; 3) have opportunities to engage their communities; and 4) grow as civic leaders. The TPPI is multi-level in structure to ensure that factors related to policies and systems, services, communities, and families are all simultaneously addressed. The period of the grant agreement is July 1, 2013 through June 30, 2014.

The grant agreement is late because it was recently received from the grantor.

2. **DEPARTMENT OF HEALTH AND HUMAN SERVICES** **\$154,500.00**  
**CENTERS FOR DISEASE CONTROL AND**  
**PREVENTION, NATIONAL CENTER FOR**  
**ENVIRONMENTAL HEALTH**

Account: 4000-480114-3001-268400-404001

This cooperative agreement is for the project titled "Baltimore City Health Impact Assessment Capacity Development". This grant provides funds to increase the ability of the Department and other City agencies to create and use Health Impact Assessments (HIA) as policy tools. The HIA examine proposed policies (ordinances, laws, and regulations) and projects from the perspective of the changes they may cause in individual and public health, if those policies or projects were to be implemented. The period of the cooperative agreement is September 1, 2013 through August 31, 2014.

**MINUTES**

Health Department - cont'd

The cooperative agreement is late because it was recently received from the grantor.

**APPROVED FOR FUNDS BY FINANCE**

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

UPON MOTION duly made and seconded, the Board approved acceptance of the grant awards and authorize execution of the agreements.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
1. CLYDE ARMORY, INC.	\$42,811.20	Low Bid
Solicitation No. B50003153 - Colt LE6920 Rifles - Police Department - Req. No. R641281		
2. LAWMEN'S & SHOOTERS' SUPPLY, INC.	\$27,966.00	Low Bid
Solicitation No. B50003186 - Level 3 Rifle Plates - Police Department - Req. No. R644016		
3. KEN BARLOW CLEANING SERVICES, LLC	\$31,000.00	Selected Source
Solicitation No. 06000 - Charles L. Benton Building Exterior Low Pressure Cleaning and Chemical Wash - Department of General Services - Req. No. R646276		
This requirement is to provide labor, materials, supervision, and equipment for Charles L. Benton Building exterior low pressure cleaning and chemical wash. This work is required to be completed before onset of cold weather.		
4. COLLABORATIVE TESTING SERVICES, INC.	\$29,090.00	Sole Source
Solicitation No. 08000 - 2014 CTS Proficiency Tests - Police Department - Req. No. R644086		
Collaborative Testing Services, Inc. is the only vendor approved by both the Maryland Department of Health and Mental Hygiene and the FBI to administer mandatory accreditation and proficiency testing for the Police Department Crime Labs.		
5. IMTECH CORP. DBA ACTIVU CORP.	\$45,738.48	Sole Source
Solicitation No. 08000 - LCD Display Software Maintenance and Support - Department of Transportation - Req. No. R640855		

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

The vendor is the sole provider of this proprietary software that is used for visualization at the Baltimore Traffic Management Center. The period of the award is October 23, 2013 through October 22, 2014 with two 1-year renewal options.

- |   |              |         |
|---|--------------|---------|
| 6. HD SUPPLY WATERWORKS, LIMITED<br>PARTNERSHIP a/k/a HD SUPPLY | \$ 25,000.00 | Renewal |
|---|--------------|---------|
- Solicitation No. B50002187 - Water Supply Repair Tools - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P518766

On November 17, 2011, the Board approved the initial award in the amount of \$25,000.00. The award contained two 1-year renewal options. On August 29, 2012, the Board approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$25,000.00 is for the period November 17, 2013 through November 16, 2014.

**MWBOO GRANTED A WAIVER.**

- |   |         |         |
|---|---------|---------|
| 7. GREAT-WEST LIFE &<br>ANNUITY INSURANCE COMPANY | \$ 0.00 | Renewal |
|---|---------|---------|
- Contract No. B50001019 - Provide 457 Deferred Compensation Services - Department of Finance - Req. No. N/A

On July 15, 2009, the Board approved the initial award. The award contained three 1-year renewal options. Funds for this revenue sharing contract are paid by each of the Plan's investment funds to the Plan Administrator, Great-West Life & Annuity. On October 17, 2012, the Board approved the first renewal. This renewal in the amount of \$0.00 is made with the concurrence of the Deferred Compensation Committee. This renewal is for the period December 1, 2013 through November 30, 2014, with one 1-year renewal option remaining.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases**MWBOO SET GOALS OF 16% MBE AND 6% WBE.**

<b>MBE:</b> Casi, Inc.	\$91,109.00	16%
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<b>WBE:</b> Curry Printing & Copy Center	\$38,686.60	6%
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**MWBOO FOUND VENDOR IN COMPLIANCE.**

8. ANNE ARUNDEL VETERINARY  
HOSPITAL, INC. \$ 75,000.00 Renewal  
Contract No. B50000619 - Police K-9 Veterinary Services -  
Baltimore Police Department K-9 Unit - P.O. No. P505132

On October 5, 2008, the Board approved the initial award in the amount of \$75,000.00. On July 3, 2012, the City Purchasing Agent approved an increase in the amount of \$37,500.00. The award contained two 1-year renewal options. On September 19, 2012, the Board approved the first renewal in the amount of \$75,000.00. This final renewal in the amount of \$75,000.00 is for the period November 5, 2013 through November 4, 2014.

**MWBOO GRANTED A WAIVER.**

9. B.A.F.S., INC. d/b/a  
THE MILL OF BELAIR \$ 27,767.52 Renewal  
Solicitation No. B50002635 - Horse Feed and Bedding - Balti-  
more City Police Department-Mounted Unit - P.O. No. P521866

On November 7, 2012, the Board approved the initial award in the amount of \$27,767.52. The award contained two 1-year renewal options. This renewal in the amount of \$27,767.52 is for the period November 7, 2013 through November 6, 2014, with one 1-year renewal option remaining.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

- |  |         |         |
|--|---------|---------|
| 10. HARRIS & HARRIS, LTD   | Revenue | Renewal |
| Contract No. B50001674 - Collection: Delinquent Parking Fines, Fees and Penalties - Department of Finance - Req. No. N/A |         |         |

On December 8, 2010, the Board approved the initial award. The award contained two 1-year renewal options. On January 19, 2011, the Board approved an amendment. This renewal is for the period December 8, 2013 through December 7, 2014, with one 1-year renewal option remaining.

**MBE:** HR Strategies & Solutions, LLC      \$23,230.00      5.11%

**WBE:** Kennedy Personnel Services, Inc.      \$33,900.00      7.49%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

- |   |              |         |
|---|--------------|---------|
| 11. LexisNexis RISK SOLUTIONS FL, INC.  | \$100,000.00 | Renewal |
| Contract No. 06000 - LexisNexis Investigative Searches - Office of Inspector General, etc. - P.O. No. P521804 |              |         |

On October 24, 2012, the Board approved the initial award in the amount of \$46,980.00. The award contained one 1-year renewal option. On April 5, 2013, the City Purchasing Agent added the Police Department. On April 17, 2013, the City Purchasing Agent added the State's Attorney. On July 17, 2013, the Board approved an increase in the amount of \$5,000.00. This final renewal in the amount of \$100,000.00 is for the period October 24, 2013 through October 23, 2014.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

## 12. WASTE MANAGEMENT OF

MARYLAND, INC.	\$ 25,000.00	Renewal
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Solicitation No. B50002469 - Solar Power Trash Receptacles - Department of Public Works, Bureau of Solid Waste - P.O. No. P521655

On October 10, 2012, the Board approved the initial award in the amount of \$356,249.10. The award contained three 1-year renewal options. This renewal in the amount of \$25,000.00 is for the period October 31, 2013 through October 30, 2014, with two 1-year renewal options.

**MWBOO GRANTED A WAIVER.**

## 13. ONE CALL CONCEPT

LOCATING SERVICES, INC.	\$100,000.00	Increase
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Contract No. 08000 - One Call Center Service - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P514555

On January 28, 2004, the Board approved the initial award in the amount of \$100,000.00. On March 9, 2005, the Board approved an increase in the amount of \$400,000.00. In August 25, 2010, the Board approved a ratification and term order in the amount of \$500,000.00. Due to an increase in usage, an increase in the amount of \$100,000.00 is necessary. This increase in the amount of \$100,000.00 will make the award amount \$1,100,000.00. The contract expires on January 31, 2014 with no renewal options.

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

**A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.**

**MMCA- Maryland Minority Contractors Association, Inc.**  
A Chapter of the American Minority Contractors and Businesses Association, Inc.-AMCBA  
Baltimore, Maryland 21210  
443-413-3011 Phone  
410-323-0932 Fax

October 22, 2013

Via Facsimile 410-685-4416

Honorable Bernard "Jack" Young  
President, Baltimore City Board of Estimates  
City Hall-Room 204  
Baltimore, MD 21202

**ATTN:** Ms. Bernice Taylor, Esquire, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association ("MMCA"), its members, clients, and constituents.

We hereby respectfully file protest against Your Honorable Board approving the following described contract extensions/ratifications appearing in items No. 13 and 14 of Your Board's 10/23/2013 public meeting agenda:

**The first agenda item subject to our protest is item No. 13, page 48, which is a proposed \$100,000.00 contract increase to the City's Bureau of Purchases' contract solicitation No. 08000-"one Call Center Service-Dept. of Public Works, Bureau of Water and Waste Water."**

Our concern and basis for our protest is predicated upon the fact that inasmuch as the proposed contract's \$100,000.00 contract increase greatly exceeds the \$50,000.00 threshold amount specifically required by the City's" mandatory' public competitive bidding charter provision, Article VI, Section 11 (h) (1) (ii), for formal City open and public competitive bidding, this proposed \$100,000.00 contract price increase is completely ultra vires, unlawful and void ab initio. Thus, it must be totally rejected by Your Honorable Board at this time. Indeed, the City's Bureau of Purchases' feeble attempt to bring this proposed \$100,000.00 contract increase under the supposed purview and protection of Article VI,



Section 11 (e) (i), of the City Charter, is of absolutely no import to it and thus, it must be totally rejected by Your Honorable Board. Admittedly, under very limited and circumscribed factual circumstances, Article VI, Section 11 (e) (i) of the City Charter can legally allow and authorize Your Honorable Board to completely "dispense" with the charter required formal open and public competitive bidding process

However, it is patently clear and undisputed that the facts and circumstances related to this particular proposed contract price increase clearly do not support or present an appropriate case for dispensing with the City Charter mandated requirement for formal competitive bidding as it relates to the particular City contract.

In view of the Court of Appeals' ruling in Hylton v. City of Baltimore, 268 Md. 266 (1973), it is extremely clear and undisputed that this is not an appropriate case for dispensing with the City's "mandatory" formal competitive bidding process, as specifically delineated in Article VI, Section 11 (e) (i), of the City Charter, as amended. Indeed, the case in support for dispensing with the City's formal "mandatory" competitive bidding process for this referenced City contract is not even remotely close or legally justifiable, especially under the particular facts and circumstances of this particular case.

**The second item subject to our protest is item No. 14, pages 48-49, of Your Honorable Board's 10/23/2013 public meeting agenda - Bureau of Purchases' contract Solicitation No. B50002163, which is a proposed contract "ratification" and "increase" related to --"Repair Services for Plumbing and Heating & HVAC Systems," for the City's DGS.**

Our basis for protesting this proposed action is predicated on the fact both the proposed ratification and price increase clearly contravene the City's "mandatory" competitive bidding Charter provision, Article VI, Section 11 et seq., as how Your Honorable Board can reasonably vote to approve the Bureau's request/recommendation. For such reasons, we hereby strongly request that Your Honorable Board completely reject the Bureau's request/recommendation.

MMCA's members, clients and constituents will be injured if the proposed contract increase and renewal are approved by Your Honorable Board.

Thank you for your kind and favorable consideration.

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet

Managing Director

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

The first item on the non-routine agenda can be found on Page 48, Informal Awards, Renewals, Increases to Contracts and Extensions, Item number 13. Will the parties please come forward?"

Tim Krus, City Purchasing Agent: "Tim Krus, City Purchasing Agent. This is the award of an increase to One Call Center Services for services that it provides for the Department of Public Works relating to Miss Utility locating services that are required by the State of Maryland."

Mr. Jolivet: "Good morning, Mr. President --"

President: "Good morning."

Mr. Jolivet: "-- other members of the Board. Uh, Arnold M. Jolivet. I uh -- I would like, if I can, to pass out several exhibits."

President: "We need one more."

Mr. Jolivet: "You need one more?"

Mr. Krus "Yes sir."

## MINUTES

Mr. Jolivet: "I think I can share with you, if you give it back."

Mr. Krus: "That will be a great item."

Mr. Jolivet: "I can share. Uh -- Mr. President, let me uh -- let me just "cut to the chase". Essentially what I uh -- I sent the Board a memo yesterday and I sent the Board an amended memo today and I'm hoping that the Board was able to get it."

City Solicitor: "I'm sorry, that was an amended memo today?"

Mr. Jolivet: "Yes, we sent it last night, but if the Board didn't get it, it's --"

Deputy Comptroller: "No we don't have an additional memo".

Mr. Jolivet: "Well, it's no issue if the Board didn't get it. Essentially, what I said in my amended memo is that the proposed contract increase in this case does not qualify for an exception to the competitive bidding Charter provision. Uh, admittedly there is a provision in the Charter which, in a very limited circumstance that will allow the Board to dispense with competitive bidding under certain circumstances, and what I said in my memo is that this particular proposed contract does not meet the requirement of the Charter when the Board is requested

## MINUTES

to dispense with the competitive bidding requirements and when the Board dispenses with competitive bidding, uh, there are very distinct and particular, particularized factual circumstances that must be adhered to, and I just want to read to the Board, in the record, uh, and those, and I actually shouldn't have to be doing this, because Mr. Nilson is very well uniquely aware of this exception in the Charter and how it's been interpreted, and the Court of Appeals said that in order for it to be, for the Board to be justified in granting an exception, first of all, the particular product or service or item that's going to be procured, uh, must be very unique. Not only but it must be very unique, but it must be of such a unique character that only one and one bidder can meet the City specifications. Now that wording in and of itself, uh, disqualifies this proposed contract for an exemption from the Charter. That would be in and of itself, but here's what the Board -- the Court said that in order for it to be exempt, in order for the Board to be on solid grounds, and to be justified in its action to approve the proposed exemption, the Court said that since the competitive bidding Charter of the City must be construed against the City,

## MINUTES

any reasonable doubt as to the legitimacy of a proposed exemption must be decided against the City. It also said that, it, it, it said that not only must the proposed procurement be impractical, but the Court said it not only must be impractical, but it must be totally impossible. So, what you see is the Court set a very high threshold for the City's Board of Estimates to approve an exemption to a proposed uh, contract uh increase, uh, proposed contract award. Now to make a long story short, I really would submit that given the Court of Appeals very limited window in terms of what would be appropriate for this Board to approve an exception, I would submit that this proposed contract increase does not meet the criterion set out in Hylton v. the City of Baltimore, and ironically the case that sets the standard is the City of Baltimore case, and I can't help believe that -- but believe that Mr. Nilson is aware of this case and the full parameters of what it stands for. I'm, I'm, I'm just mystified why this even item would even be here. But let me just point out also, if I can, that this particular procurement raises some very serious, very troubling -- you had a procurement that started out initially with a minimum \$100,000

## MINUTES

procurement that I believe, initially was not even bid, was not even a public bid. Now, the Board can see for itself, that an initial procurement that starts out with a mere \$100,000.00 has ballooned -- ballooned up to \$1,100,000.00. Now, the Charter says that any contract greater than \$50,000.00, greater than \$50,000.00 must be publicly advertised and awarded to the lowest responsive responsible bidder. Now how in the world, how in the world can we justify taking a \$100,000.00 contract and letting it balloon up to 1 -- without a bid? Now, what this does to the little small guys out there in the community, who wants a chance to bid with the City and he, and he's legitimate, he's honest, he works hard, but he can't bid it, because it's put off limits with something like this. This, this disqualifies and literally puts the little small minority guy out of business because he cannot compete with a contract that is unilaterally just awarded. Once the contract is awarded, they keep constantly adding on to it."

Audience Member: "It's called discrimination".

Mr. Jolivet: "Thank you."

President: "You're talking to --"

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Mr. Jolivet: "I apologize. I apologize. I apologize. I apologize, but I -- I'm -- I'm terribly troubled when we are saying that we are working in the City to be inclusive, to have diversity and to be fair, and this is the kind of thing that makes it unfair for all of us, and I might -- I just want to -- I want to add this because this is important. I noticed that the Board has been represented, it has been represented to the Board, that this contract is not subject to competitive bidding because it is not practical and nor would it be advantageous. That's what this is -- what the Board letter says to uh -- as a justification why this contract -- this increase should be granted -- it is not practical, nor is there any advantages, are there any advantages. Mr. President, that is very troubling because the -- the -- the exhibit I gave you shows that when contracts of this kind are put out for public bid, and this is one that was just bid this year. The very exact same services. They got four bidders. They got four bidders. Four individual bidders that sharpened their pens and gave the City their best price. Now why in the world are we not putting this contract out for competitive bid? Why are we not doing -- we're required

## MINUTES

to do it. And let me just say one final point and that is uh -- the beauty of the Hylton case, and I love reading it -- I've read it 50 times, because it -- I -- I -- it is the most beautiful decision in the world because it says that you can, this Board can only justify dispensing with competitive bidding when the procurement process that is taking place, in the absence of competitive bidding, follows and serves the public policy of competitive bidding which is to prevent fraud, favoritism, corruption, collusion, extravagance. Extravagance, this is extravagance. We took a contract from \$100,000.00, \$100,000.00 and took it up to \$1 million, \$1.1 million dollars without a bid. How does the City know -- how does the City know that they're getting a bang for its buck? They don't because you're not having competitive bidding. This is wrong. The purpose of the competitive bidding statute is plain and unequivocal to make sure that we get a bang for our buck. One final word."

President: "You said that the last time."

Mr. Jolivet: "I apologize."

President: "Because the Comptroller has a question."



## MINUTES

Mr. Jolivet: "Uh -- fine."

President: "Madam Comptroller."

President: "Go ahead and finish."

Mr. Jolivet: "Well, I'm already finished, but I just wanted to emphasize to the Board, there is no reason, and the Board is having trouble deciphering why this is happening, and I know, and I know maybe I'm not the best person to make this argument, because I, I know that there are some people on the Board who may have difficulties with me, but I say to the Board don't look at me as the problem. I'm not the problem. I am not the problem. The Board, this Board is duly obligated to get the best deal for the City. That's all I'm saying, and I'm actually here because what is being done here. It hurts the little minority contractor, who would want to bid on this, but he can't. He can't do it because this thing, this keeps him out and until the Board, in its wisdom, puts its foot down, Mr. Krus is going to bring stuff like this in every week to you. He's going to bring this in every week to you, but the last thing I wanted to show you this, is that, this, apparently we got two contracts with, this -- Apparently the City has two contracts

## MINUTES

with this company and Mr. Krus can correct me, but it appears as though that there are two ongoing contracts with the City that literally provide the same work, the same services are in two contracts, and I don't know why this would be. It just seems to me, and I want to, the Board can make its own judgment, but it just seems to me, bad management to have two independent, separate contracts with the same vendor for the same services. It's just, it's ludicrous, It makes absolutely no sense. It doesn't. So all I'm saying, again this is the kind of stuff that hurts the little minority contractor. He cannot survive with these kind of things going on. I -- I -- I just -- I hope I made my case and I hope I'm making sense. I - I -- I'm just telling it like it is. I'm just telling it like it is. So, I would ask this Board even if you don't want to agree with me this morning, even if you just don't like what I'm saying, even if you just don't like me, defer this matter, investigate it more, but for God's sake, don't be a part of the problem. If you're not part of the solution, you're part of the problem. And the problem is in that Bureau of Purchases. It is. No question about it. So, I'm asking the Board for two distinct

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requests. First, I ask the Board, I would ask the Board, in its wisdom, to reject the proposed contract increase, because it's totally, just totally not in compliance with the standards set by the Court of Appeals for this Board to dispense with the Charter provision. It's just not. I am also asking the Board, in the alternative, in its wisdom, if assuming you don't want to uh, reject outright the proposed contract, I'm asking the Board to minimally defer this matter so the Board could be fully briefed because right now, it just looks like, it appears as though that the Board has not been given all of the facts. It just looks like the Board, it looks like the Board deserves -- look, this Board is equipped with some awesome responsibilities to make decisions on matters that are presented to them, in two days. The Board has to decide up or down whether it's appropriate and I respect that, and I have a lot of respect for this Board. I know that we sometimes differ, and we're going to probably always differ, but that doesn't mean I don't respect you and I would hope that you would see the value and the merit and the intrinsic value in what I'm saying to you. That's all I'm saying. And think of the little minority guy who wants to

## MINUTES

be a part of the City procurement -- and this kind of thing is going on. Mr. President, it kills them. It excludes them. That's all I want to say."

President: "Madam Comptroller."

Comptroller: "I -- I also had a concern about a contract beginning um, for \$100,000.00 and now it has risen to \$1.1 million, but more importantly, um Mr. Jolivet's exhibit for Contract B50002768, Underground Utility Location Service, which was awarded by the Board on March 20, 2013, to the same vendor that is on the agenda as Contract 08000, One Call Service, One Call Center Service. My question is what is the difference between the item on agenda Page 48 number 13 and B50002768 which was awarded on March 20, 2013? If it is the same service why is the Board using an award from 2004 when it has a contract awarded in 2013 for the same service?"

Mr. Krus: "Madam Comptroller, it's not the same service."

Comptroller: "Okay."

Mr. Krus: "The agenda item is for the operation of a call center associated with Miss Utility utility location. The sheet that Mr. Jolivet handed out was for a competitive bid for actual

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underground utility location services. They are two separate pieces of work. This initial contract was entered into by the Department of Public Works in 2004 with this company based on mandates they had to provide these services."

City Solicitor: "Mandates from where?"

Mr. Krus: "State mandates."

City Solicitor: "And -- and I'm sorry -- was the original contract that was 2004-2014 -- was that a requirements contract or what was the nature of that contract?"

Mr. Krus: "It was a requirements contract for those services are from 2004 through the January date in 2014. These services are overseen by the Maryland Underground Facilities Damage Prevention Authority um, which tries to regulate the way in which they're performed."

City Solicitor: "And, and if the Board were to approve the item before it today, this requirements contract would expire when?"

Mr. Krus: "January 31, 2014."

City Solicitor: "And what would happen --"

Mr. Krus: "At that point in time, between now and that point in time, we'll be assessing what the requirement is, whether or not

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it would be eligible for competitive bid at this time, or whether the State would require -- competitive bids."

City Solicitor: "So you would expect to bring back to the Board sometime between now and January 2014, either a requirements contract or some other form of contract for these --?"

Mr. Krus: "Absolutely."

Mr. Jolivet: "Mr. President --"

Comptroller: "Let me ask you another question. We did not realize between -- this is almost a 10-year period that we've been operating on increases and ratifications. We did not realize in almost a 10-year period that it should be put out for bid, because there was a requirement for increase of services?"

Mr. Krus: "Madam Comptroller, the initial contract was not eligible for competitive bid based on the agreement that was entered into at that time by the Department of Public Works and it was entered into as a 10-year contract."

City Solicitor: "So you're saying it wasn't eligible? You -- you mean once it was -- once it was awarded?"

Mr. Krus: "It was determined that --"

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City Solicitor: "-- a requirements contract for 10-year period, that the City could not come along under the terms of the contract and alter those terms. It was, it was obligated to procure those services on a requirement basis from the vendor who won that competitive bid. Is that correct?"

Mr. Krus: "Correct. And that agreement specifically states the end date as being January 31, 2014."

Mr. Jolivet: "Wait a minute now, Mr. President. Let me just interject. It has been my understanding all along that this initial contract was never competitively bid -- was never publicly bid -- and I checked the records. I checked the City records. I checked every record that could -- could conceivably put light on this -- and this contract was never formally or even informally competitively bid, Mr. Solicitor."

City Solicitor: "Well, I asked the question. I wasn't here in 20 - in -- in 2004."

Mr. Jolivet: "Yes, but -- but your premise -- the questions that you're asking, Mr. Krus, would suggest that because it was competitive bidding, that it would be improper for the City to change it. That is not even -- that's totally incorrect."

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Comptroller: "Let me ask you a question. Was it competitively bid?"

Mr. Krus: "No it was not".

City Solicitor: "Oh, okay."

Comptroller: "So --"

Mr. Krus: "The Call Center contract on today's agenda was not competitively bid."

Comptroller: "Yes."

Mr. Krus: "It was based on a direct agreement between DPW and One Call Center Services in 2004 based on their understanding of who they had to use at that time."

Comptroller: "So if it wasn't --"

Mr. Krus: "It was a 10-year agreement."

Comptroller: "So, okay, it was a 10-year agreement, but because it wasn't competitively bid, why couldn't it go out for bid? If it wasn't -- he said --"

Mr. Krus: "We're going to be evaluating that as the term of the agreement expires, but the initial understanding that the City had was that this was the vendor that had to be used."



## MINUTES

Comptroller: "It had to be used?"

Mr. Krus: "Yes."

Comptroller: "Why?"

Mr. Krus: "I don't have that sheet from 10 years ago."

Mr. Jolivet: "Mr. President, why --"

Mayor: "You know, if I could, maybe the Comptroller, maybe the Deputy Comptroller would have notes from -- you were the only one who was on the Board at that time, when it was approved maybe you had some notes at that time of the concern, because this is --"

Comptroller: "But, I would like to get that information from Purchasing because Purchasing would have been the one who submitted it to the Board of Estimates. So, if you could --"

Mr. Krus: "That -- that information is very old information. However it did initially come from the Department of Public Works."

Comptroller: "Okay."

City Solicitor: "So -- so there may have -- there may have been a reason why somebody at the Department of Public Works or Purchasing or whoever believed, um -- in 2004 that it wasn't

## MINUTES

required to be submitted to competitive bidding for whatever reason. But, a contract was entered into and I gather that contract was approved by the Board, then."

Mr. Krus: "Yes it was."

Director of Public Works: "And based on some of the understanding that I have right now -- this -- this is part of the requirement that the State mandate that all the markings before you can do excavation -- that all markings must be marked before you do excavation or anyplace -- so that we --"

Mr. Jolivet: "Mr. President, I know the day has been long uh -- I just -- I would like respectfully -- if I can just interject one additional pertinent fact that I think is important and that is the Board needs to be apprised that the owner of One Call is also the chairperson of the Maryland Damage Control Commission, and it just seems to me that there is a terrific conflict of interest here and in March of this year, uh, the contract that I gave you uh -- the On-Call--"

Mayor: "One Call."

Mr. Jolivet: "One Call uh - Concept -- what is really -- really disturbing is -- is that the contractor, One Call, is not the

## MINUTES

lowest responsive responsible bidder. They were not the lowest dollar bidder, but somehow or another, they were able to get the contract, and it raises, it raises very, very, troubling questions with regard to favoritism. Very troubling, because here is a contractor that was \$149,000 higher than the lowest dollar bidder and was still able to get the contract. It, it's troubling, Mr. President, it's troubling."

Mr. Krus: "Mr. Jolivet, they were non-compliant with MWBOO --"

Mr. Jolivet: "But still that -- that wouldn't be a good justification to take the contract from them."

Mr. Krus: "From the low bidder?"

Mr. Jolivet: "But, they were not the low bidder."

Mr. Krus: "The low bidder was non-compliant. There are regulations in the Board letter --"

Mr. Jolivet: "Well, that's what you --"

Mr. Krus: "No, it's the Board letter that you just handed to the Board, Mr. Jolivet."

Mr. Jolivet: "Well, that's what you say, but the bottom line, Mr. President --"

## MINUTES

Mr. Krus: "Pinpoint Underground was found in non-compliance by MWBOO on --. It's in the hand-out."

Mr. Jolivet: "But the bottom line is, in all due respect, it just seems like there is tremendous, overwhelming favoritism to this one company. This one company was able to finesse the City and to "balloon" a contract from \$100,000.00 to \$1.1 million. In addition, when they were not, in fact, the lowest responsive responsible bidder. They were still nevertheless able to win the contract and have the contract awarded to them and Mr. President, it just doesn't look right."

Comptroller: "Mr. Krus, can you state for the record um -- it does say that the apparent low bidder, Pinpoint, was found in non-compliance and often times before this Board, if a low bidder um -- is not in compliance, they are allowed to come into compliance, usually in 10 days, but now I'm seeing in 60 days. Could -- If you can remember -- can you state why they were not allowed to come into compliance?"

Mr. Krus: "That basic rule that you're quoting, Madam Comptroller, is that if all bidders are not in compliance, then that low bidder would be allowed to come into compliance."

## MINUTES

Comptroller: "Okay, I just want it for the record."

Mr. Krus: "Other bidders were in compliance."

Comptroller: "Okay."

President: "Uh -- Mr. Ralph."

Clerk's Note: "During the hearing on the item 13 appearing on Page 48, the City Solicitor excused himself from the meeting and the Deputy City Solicitor sat for the remainder of the meeting."

Deputy City Solicitor: "Yes, I --"

President: "Oh no. I thought you had a question. I'll entertain --"

Director of Public Works: "One quick thing, and this is, Mr. Krus, you said that these -- these -- the contract represented here that Mr. Jolivet passed out, is two separate contracts."

Mr. Krus: "That is correct."

Director of Public Works: "Is it uncommon for a company to have more than one contract doing two separate services?"

Mr. Krus: "It happens all the time."

Mr. Jolivet: "Mr. President, that -- that was not my intent. I've been in this business a long time, Mr. Foxx. I -- You don't need to tell me -- I know that it's not uncommon. But, the point that -- that I think is missing --"

## MINUTES

Director of Public Works: "That was the point I gathered from you."

Mr. Jolivet: "No, but the point that is missing in the midst of all of this is -- at the end of the day -- this one contractor seems to be favorite and gets favorite treatment and ultimately gets the contract award or gets the contract increase. That is the salient point that I would like to convey to this Board. What's the point that makes the difference as to whether or not the City's competitive bidding is complied with in spirit and intent?"

President: "Mr. Ralph."

Deputy City Solicitor: "Yes, this is to clarify a question by Madam Comptroller um -- and also by Mr. Jolivet. Um -- this was a 10-year contract and so this was awarded to this company in this 10-year period. If we came along uh -- in year nine and then decided we were going to change the contract and award it to somebody else, the City would be in breach at that point. We've already awarded the contract to this company."

Mr. Jolivet: "Do you really seriously believe that?"

## MINUTES

Deputy City Solicitor: "Uh, sir --"

Mr. Jolivet: "Do you really seriously believe that?"

Deputy City Solicitor: "Sir, I just said it so. Yes, I do believe it."

Mr. Jolivet: "Do you really seriously believe that?"

Deputy City Solicitor: "As I said -- I just said it so, I do believe it."

Mr. Jolivet: "Wouldn't you believe -- would you also believe that if the contract was not awarded pursuant to the City's competitive bidding, that the City would not have any liability?"

Deputy City Solicitor: "Sir, again, we disagree on your interpretation. Uh, as we just said, this contract back in 2004, was awarded to this company; there was an exception as the Charter provides as you have --"

Mr. Jolivet: "But you, you --"

Deputy City Solicitor: "Can you let me finish?"

President: "Mr. Jolivet, please let him finish."

## MINUTES

Deputy City Solicitor: "As the, as the, as the Charter provides, that exception was utilized. The contract was awarded."

Mr. Jolivet: "How do you know that? Mr. Krus didn't present any information that deception was used. How do you arrive at that?"

President: "I would entertain a Motion --"

Comptroller: "I have one more question. Was there a clause in there for termination?"

President: "After the Comptroller, I'm entertaining a Motion."

Comptroller: "Normally there is a clause in our contracts for termination. Was there a clause in there for termination?"

Deputy City Solicitor: "I -- I do not know that."

Comptroller: "Okay."

President: "I entertain a Motion."

Deputy City Solicitor: "I MOVE that we deny the protest and accept the -- and award the bid as recommended by Purchasing on Page 48, Item 13 of the agenda."

Director of Public Works: "Second."

President: "Second. All those in favor, say Aye. AYE."

President: "All opposed, Nay."

Comptroller: "**NAY.**"

President: "The Motion carries."

\* \* \* \* \*



## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARDAWARD BASISBureau of Purchases

	<u>Ratification</u>
14. a. 1. G.E. TIGNALL & CO., Inc.	\$ 0.00
2. R.F. WARDER, INC.	399,000.00
3. J.F. FISHER, INC.	613,000.00
	<u>\$1,012,000.00</u>
	<u>Increase</u>
b. 1. G.E. TIGNALL & CO., Inc.	\$ 0.00
2. R.F. WARDER, INC.	601,000.00
3. J.F. FISHER, INC.	600,000.00
	<u>\$1,201,000.00</u>
	<u>\$2,213,000.00</u>

Solicitation No. B50002163 - Repair Services for Plumbing and Heating & HVAC Systems (Parts & Services) - Department of General Services - PO Nos. P519376, P519377 and P519378

On January 25, 2012, the Board approved the initial award to the three vendors for the amount of \$1,300,000.00. On December 05, 2012, the Board approved the first renewal for the amount of \$1,200,000.00. A ratification and increase is requested for the total amount of \$2,213,000.00. The increase is for the remainder of the current period. The current period expires January 24, 2014.

a. Ratification

The ratification will enable the City to process outstanding payments due to two of the contractors, R.F. WARDER, INC. and J.F. Fisher, Inc. inadvertently providing services to the agency without a proper release issued from CitiBuy, which exceeded the approved value of the purchase orders.

b. Increase

The increase is for the estimated usage during the remainder of the current period of the contract. Additional funds are not required for the third vendor, G.E. TIGNALL & CO., Inc. as they have been unavailable to the agency for a large number of service calls.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

MBE/WBE PARTICIPATION:

**MWBOO SET GOALS OF 23% MBE AND 7% WBE.**

1. No increase was requested for G. E. Tignall & Co. Inc.; therefore, no compliance review was required.
2. R.F. Warder, Inc. was found not in compliance by MWBOO on October 7, 2013. The Bureau of Purchases recommends the increase to R.F. Warder, Inc. and to allow the vendor 60 days to cure. Failure to cure will be grounds for termination of R.F. Warder's contract for default.
3. J.F. Fischer, Inc. was found in compliance by MWBOO on September 27, 2013.

R.F. WARDER, INC.

<b>MBE:</b> AWA Mechanical	\$67,637.14	5.75%
<b>WBE:</b> First Class Plumbing, LLC	\$ 0.00	

**MWBOO FOUND VENDOR IN NON-COMPLIANCE.**

**MWBOO RECOMMENDED THAT THE VENDOR BE GIVEN 60 DAYS AND CURE ITS MBE DEFICIT OF \$112,175.00 AND CURE ITS WBE DEFICIT OF \$54,725.00.**

J.F. FISCHER, INC.

<b>MBE:</b> Horton Mechanical	\$402,162.00	26.19%
<b>WBE:</b> Colt Insulation Contractors, Inc.	\$ 3,040.00	0.19%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.**

**MMCA- Maryland Minority Contractors Association, Inc.**  
A Chapter of the American Minority Contractors and Businesses Association, Inc.-AMCBA  
Baltimore, Maryland 21210  
443-413-3011 Phone  
410-323-0932 Fax

October 22, 2013

Via Facsimile 410-685-4416

Honorable Bernard "Jack" Young  
President, Baltimore City Board of Estimates  
City Hall-Room 204  
Baltimore, MD 21202

**ATTN:** Ms. Bernice Taylor, Esquire, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association ("MMCA"), its members, clients, and constituents.

We hereby respectfully file protest against Your Honorable Board approving the following described contract extensions/ratifications appearing in items No. 13 and 14 of Your Board's 10/23/2013 public meeting agenda:

**The first agenda item subject to our protest is item No. 13, page 48, which is a proposed \$100,000.00 contract increase to the City's Bureau of Purchases' contract solicitation No. 08000-"one Call Center Service-Dept. of Public Works, Bureau of Water and Waste Water."**

Our concern and basis for our protest is predicated upon the fact that inasmuch as the proposed contract's \$100,000.00 contract increase greatly exceeds the \$50,000.00 threshold amount specifically required by the City's" mandatory' public competitive bidding charter provision, Article VI, Section 11 (h) (1) (ii), for formal City open and public competitive bidding, this proposed \$100,000.00 contract price increase is completely ultra vires, unlawful and void ab initio. Thus, it must be totally rejected by Your Honorable Board at this time. Indeed, the City's Bureau of Purchases' feeble attempt to bring this proposed \$100,000.00 contract increase under the supposed purview and protection of Article VI,

Section 11 (e) (i), of the City Charter, is of absolutely no import to it and thus, it must be totally rejected by Your Honorable Board. Admittedly, under very limited and circumscribed factual circumstances, Article VI, Section 11 (e) (i) of the City Charter can legally allow and authorize Your Honorable Board to completely "dispense" with the charter required formal open and public competitive bidding process

However, it is patently clear and undisputed that the facts and circumstances related to this particular proposed contract price increase clearly do not support or present an appropriate case for dispensing with the City Charter mandated requirement for formal competitive bidding as it relates to the particular City contract.

In view of the Court of Appeals' ruling in Hylton v. City of Baltimore, 268 Md. 266 (1973), it is extremely clear and undisputed that this is not an appropriate case for dispensing with the City's "mandatory" formal competitive bidding process, as specifically delineated in Article VI, Section 11 (e) (i), of the City Charter, as amended. Indeed, the case in support for dispensing with the City's formal "mandatory" competitive bidding process for this referenced City contract is not even remotely close or legally justifiable, especially under the particular facts and circumstances of this particular case.

**The second item subject to our protest is item No. 14, pages 48-49, of Your Honorable Board's 10/23/2013 public meeting agenda - Bureau of Purchases' contract Solicitation No. B50002163, which is a proposed contract "ratification" and "increase" related to --"Repair Services for Plumbing and Heating & HVAC Systems," for the City's DGS.**

Our basis for protesting this proposed action is predicated on the fact both the proposed ratification and price increase clearly contravene the City's "mandatory" competitive bidding Charter provision, Article VI, Section 11 et seq., as how Your Honorable Board can reasonably vote to approve the Bureau's request/recommendation. For such reasons, we hereby strongly request that Your Honorable Board completely reject the Bureau's request/recommendation.

MMCA's members, clients and constituents will be injured if the proposed contract increase and renewal are approved by Your Honorable Board.

Thank you for your kind and favorable consideration.

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet

Managing Director

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

President: "The second item on the non-routine agenda can be found on Page 48, 49 and 50, Awards/Renewals/Increases to Contracts and Extensions, Item 14."

Tim Krus, Bureau of Purchases: "Tim Krus, City Purchasing Agent. This is both an increase -- this is an increase with ratification on the repair services for plumbing, heating and HVAC systems, which was initially competitively bid and awarded to the three contractors shown on the agenda."

Arnold M. Jolivet, Maryland Minority Contractors Association:  
 "Mr. President, if you would be kind enough to those and I'd like to speak to the relevancy of those documents if I can. If you -- if you would go through them the document contains excerpts from the Board's, this Board's former -- prior Board of Estimates' agendas and I -- I ask the Board to look at that, because three of those contracts were bid and we had an African-American minority firm who was the lowest responsive responsible bidder. But, the Board, in its wisdom, saw fit to reject that

## MINUTES

company's bid and award the contract to another bidder, solely because the minority company had not met the company -- the City's MBE/WBE requirements. Now, I -- the Board is currently asked today to allow a bidder, an awardee, 60 days, I believe it was 60 days in order to come into compliance. I believe I'm right and I ask the Board to look at this particular -- at these particular examples largely because it is totally unfair in certain circumstances to allow a bidder additional time after bid date or even after contract extension to come into compliance to come into compliance with the City's MBE. I think it is -- I think it's unfair to one bidder to allow another bidder a privilege, or an opportunity to come into compliance when we don't do it for all bidders. And I don't "buy" for a moment, the justification that the City uses that they only do it, this policy is only applicable when all bidders are not in compliance. Because I've seen many instances where that was not the case. But, to make a long story short, I would ask the Board this morning to send a message that this Board is going to be fair across the board and consistent across the board and apply the City's Minority Women's Business Ordinance in a fair

## MINUTES

and equitable way. The current system is not fair and equitable. It really isn't -- and so I just ask the Board in its wisdom to, to consider and think of the unfairness that, that the Board's policy is inflicting on some of our bidders. An instance for instance, the examples that I gave you the policy was applied to reject three different bids from this one bidder totaling \$12 million dollars, and Mr. President, this is the contractor that was the lowest responsive responsible bidder. Mr. President, it is working a hardship on this company. It may even cause this company to go out of business. So, I think it's totally unfair to have the City to uh -- to apply the policy in the way that it is."

President: "Um - um -- Comptroller."

Comptroller: "Yes, Mr. Ralph, just for the record, could you state that we are not circumventing the um -- or violating -- Purchases is not circulating -- is not circumventing or violating the procurement process um -- by awarding this because it seems like what we should do is to limit the amount of the increase. Because if -- if we're supposed to put it out -- if it's above \$50,000.00, and in 14a, does it mean that -- it says

## MINUTES

Ratification and I know that they were awarded, but does it mean that these companies provided work for the service and have not been paid yet, or they have been paid but they provided the work without a requisition or release?"

Deputy City Solicitor: "I'd have to defer to Purchasing."

Comptroller: "Okay."

Tim Krus, Bureau of Purchases: "That is correct. Now um -- the City has a policy that the vendor should receive a purchase order in advance. In this case, the agency had not submitted um -- a couple of large release purchase orders to cover the work in advance, yet the vendor continued to do the work."

Comptroller: "Why?"

Mr. Krus: "That's the ratification portion."

Comptroller: "No, but were they asked to do the work?"

Mr. Krus: "Pardon me?"

Comptroller: "They were -- they were told to do the work?"

Mr. Krus: "Yes. They were asked to do the work and typically in this type of work, a lot of which is emergency work, the agency will do large release requisitions which become Purchase Orders to allow them to call the vendor to do the work. So, in this



## MINUTES

case that didn't get done and that's why we distinguish the ratification from the increase."

Comptroller: "Um -- hmm."

Mr. Krus: "As far as -- and I would like to make a um -- a point about the 10-day rule and what you see occurring here with R. F. Warder. What you see occurring here with R. F. Warder is really a relatively new initiative that the Bureau of Purchases has engaged in with the Minority and Women's Business Opportunity Office to enforce the Ordinance by giving a vendor due process of 60 additional days to come into compliance and telling that vendor that if they don't come into compliance, they will suffer termination for default at the end of that 60 days and that termination for default will result in their having a problem bidding on the ensuing work, as well. This is a -- this is a substantial increase in um -- in what we do with these vendors who have not been in compliance."

President: "Uh -- Mr. Ralph."

Deputy City Solicitor: "Sure. Uh -- this question is for Mr. Jolivet, let me clarify one thing you said. You said substantial increase, you meant substantial uh -- it's a greater

## MINUTES

punishment?"

Mr. Krus: "Greater punishment, yes -- yes. Thank you."

Deputy City Solicitor: "Mr. Jolivet, uh -- these issues that you raised with this uh -- one minority-owned company -- was that something that was presented in your -- your protest that's before the Board today?"

Mr. Jolivet: "Um -- what do you mean presented? Implicit it was. Yes."

Deputy City Solicitor: "But, was -- no. Was it in the protest that you presented to the Board today? I mean, would we have known about this company -- was it mentioned in your protest before the Board today?"

Mr. Jolivet: "A fair and honest answer to that is not expressly, but uh -- I would differ -- I would beg to differ with you that in the process of presenting my case, Mr. Ralph, I would have complete discretion to mention any particular case that I would think is relevant. So, I -- I don't know where you're coming from. But, I -- I'm -- I'm -- I'm -- I'm puzzled why that's an issue with you."

## MINUTES

Deputy City Solicitor: "Well, just because -- in order to adequately respond to your protest -- you know you should put us on notice of what you want to argue about."

Mr. Jolivet: "Well I did. I did. I told you I was going to submit a protest and I did."

Deputy City Solicitor: "To come here today and argue about something you didn't -- that was not part of your argument."

Mr. Jolivet: "And, I'm not required. I'm not required to -- to tell you everything. I don't know sometimes what I'm going to argue myself."

Deputy City Solicitor: "That is - okay -- I agree with that."

Mr. Jolivet: "I like that smile. Keep that smile."

President: "Okay, Mr. Jolivet. Um -- you can um -- you know -- finish up so we can --."

Mr. Jolivet: "The bottom line is, Mr. President -- and I will be very brief because I know I've had the bulk of the day. I would respectfully disagree with regard to the eligibility of this contract for such a major contract increase. I still believe that the Charter provision Article VI, Section 11, which requires the Board to award contracts greater than \$50,000.00 or

## MINUTES

more to the lowest responsive responsible bidder, expressly precludes the Board from approving increases of this kind, and I know Mr. Krus is going to say "Well, it's a requirements contract". It makes no difference that it is a requirements contract -- and all too often that the Bureau of Purchases seizes on the fact that it may be a requirement. But, I maintain it doesn't even matter, as long as you are exceeding the \$50,000.00 threshold, I think it's a violation. That's my point, and I would ask respectfully that the Board reject this proposal."

President: "I'll entertain a Motion."

Deputy City Solicitor: "I would MOVE that you - we -- the Board deny the protest and award the item as stated on Page 48, Item 14 of the agenda."

Director of Public Works: "Second."

President: "All those in favor, say Aye. AYE."

President: "All opposed "Nay"."

Comptroller: "Nay on 14 a2 and 14 b2."

President: "The Motion carries."

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARDAWARD BASISBureau of Purchases

- |  |     |            |
|--|-----|------------|
| 15. <u>ENVISTA CORPORATION</u>   | N/A | Correction |
| Solicitation No. 08000 - Construction Contract Planning and<br>Coordination Services Software Agreement - Department of<br>General Services - Req. No. Various |     |            |

The Board is requested to approve a correction to Board letter #00666 for the renewal of this contract with Envista Corporation. The previously approved letter erroneously stated the period covered as September 15, 2013 through September 14, 2013, with a final one-year renewal option remaining. The correct contract period is September 15, 2013 through September 14, 2014 with no renewal options remaining. On August 14, 2013, the Board approved a renewal that had earlier Board actions omitted from the contract value summary. The complete list of actions subsequent to the initial award, including corrections is listed below:

- |   |                     |
|---|---------------------|
| 1. Initial award by the Board September 10, 2008  | \$ 45,000.00        |
| 2. Agreement approved by the Board on June 3, 2009  | \$ 0.00             |
| 3. First renewal approved by the Board on<br>August 26, 2009. (Renewal previously omitted)                  | \$ 45,000.00        |
| 4. Amendment I approved by Board on Oct. 21, 2009   | \$ 59,500.00        |
| 5. Second renewal approved by Board on Aug. 18, 2010  | \$ 56,000.00        |
| 6. Amendment II approved by the Board on Jan. 12, 2011  | \$ 70,000.00        |
| 7. Increase approved by CPA on May 4, 2011  | \$ 26,880.00        |
| 8. Third renewal and Increase approved by the Board<br>the on Sept. 14, 2011. (Increase previously omitted) | \$105,000.00        |
| 9. Fourth renewal approved by the Board<br>on Sept. 12, 2012  | \$110,000.00        |
| 10. Final renewal approved by the Board on Aug. 14, 2013  | \$110,000.00        |
| Total contract value  | <u>\$627,380.00</u> |

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

16. HACH COMPANY	\$ 90,000.00	Renewal
Solicitation No. 08000 - Provide DPD Power, Reagents and Parts for Online Analyzers - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P515831		

On December 15, 2010, the Board approved the initial award in the amount of \$60,000.00. The award contained two 1-year renewal options. On August, 2012, the City Purchasing Agent approved an increase in the amount of \$30,000.00. Subsequent actions were approved. This renewal is for the period December 13, 2013 through December 14, 2014, with one 1-year renewal option remaining.

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

UPON MOTION duly made and seconded, the Board approved and the informal awards, renewals, increases to contracts and extensions, and the correction (item no. 15). The Comptroller **ABSTAINED** only on item nos. 14a. 3 and 14b.3 for J.F. Fischer, Inc. and voted **NO** on item nos. 14a.2 and 14b.2 for R.F. Warder, Inc.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

\* \* \* \* \*

On the recommendations of the City agencies

hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following page:

4349

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

**MINUTES****RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Department of General Services

1. GS 13807, MECU Building  
Window Replacement

**REJECTION:** On August 28, 2013, the Board opened two bids for GS 13807. The lowest bid exceeded the published cost range by 12.9%. The Department of General Services desires to make some changes to the scope of work which may increase the number of bidders for the project.

Bureau of Purchases

2. B50003116, Construction  
Equipment Rental Services

\$ 1,000,000.00  
Blanket Award

(Various Agencies)

Allied Contractors,  
Inc.

Sunbelt Rentals, Inc.

H&E Equipment Services,  
Inc.

Metro Rentals, Inc.

**MWBOO GRANTED A WAIVER.**



**MINUTES****TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works</u>			
1. Marcia M. Collins Dana Cooper	National Clean Water Law Seminar San Antonio, TX Nov. 19 - 22, 2013 (Reg. Fee \$850.00)ea.	Water Waste- Water & Gen. Funds	\$4,013.44

The allowed subsistence for this area is \$172.00 per day. The hotel rate is \$169.00 per night plus taxes in the amount of \$84.92. The Department is requesting an additional \$37.00 per day for a total of \$111.00 for each representative for the cost of meals and incidental expenses. The additional amounts have been included in the total.

The Department has paid the cost of registration in the amount of \$850.00 for each representative under EA000128198 and EA000128200. The Department has also paid the transportation costs in the amount of \$384.80 for each representative using a City-issued credit card assigned to Ms. Lyque O'Connor. Therefore, the disbursement amount to Ms. Collins and Ms. Cooper will be in the amount of \$771.92 each.

Police Department

2. Martin M. Greene	Eurocoptero EC 120 Initial Training Dallas, Texas November 10 - 15, 2013	Asset Forfei- ture	\$1,327.00
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The Board, UPON MOTION duly made and seconded, approved the travel requests.

**MINUTES**

Department of General Services - Right-of-Entry Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the form of a Right-of-Entry to be entered into with property owners whose properties will be impacted by sanitary sewer improvements pursuant to the Federal Consent Decree. The Board is also requested to approve the execution of this Right-of-Entry and the dissemination of this memo once approved by the Board of Estimates to each property owner who has already signed the form when the Right-of-Entry is executed by the Director of General Services.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

Pursuant to a Federal Consent Decree, the City is required to improve its sanitary sewer lines in various locations throughout the City. In connection with these improvements to the sanitary sewer lines, it will be necessary, in many cases, to enter upon private property.

In order to enter private properties, it will be necessary for the City to enter into an agreement with all of the affected property owners. The form of Right-of-Entry Agreement provides for indemnification by the City to the owner, if the City causes damage to the property.

Since there are over 500 properties to which entry will be needed, the Department of General Services is requesting approval of the form of the Right-of-Entry which has been approved by the Law Department. The Board's approval of the form of Right-of-Entry will allow the process to move forward more efficiently.

Upon the approval of the form, the property owners that have already signed the Right-of-Entry will be forwarded a copy of the Board's approval letter and a fully executed copy of the agreement signed by the Director of General Services.

**MINUTES**

Department of General Services - cont'd

As this project continues and entry onto additional properties is needed, a copy of the Board approval will be included with the Right-of-Entry sent to each affected property owner. In addition, for its records quarterly, the Board will be sent a list of the additional address and property owners who sign the agreement.

UPON MOTION duly made and seconded, the Board approved the form of a Right-of-Entry to be entered into with property owners whose properties will be impacted by sanitary sewer improvements pursuant to the Federal Consent Decree. The Board also approved the execution of this Right-of-Entry and the dissemination of this memo once approved by the Board of Estimates to each property owner who has already signed the form when the Right-of-Entry is executed by the Director of General Services.

MINUTES

PERSONNEL MATTERS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following page:

4355

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

**MINUTES****PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Circuit Court of Baltimore City</u>		
1. <b>ALLYSON K. SMITH</b>	\$22.68	<b>\$ 816.00</b>

Account: 5000-540314-1100-109400-601009

Ms. Smith will continue to work as a Drug Court Case Manager. On May 22, 2013, the Board approved the original agreement in the amount of \$40,800.00, for the period of May 22, 2013 through June 11, 2014, at the rate of \$21.54 per hour. This amendment will increase the agreement by the amount of \$816.00 for an hourly rate of \$22.68 per hour, for a maximum amount of \$41,616.00. The salary shows a 5% increase from the contract approved on May 22, 2013. Ms. Smith will perform additional duties including but not limited to providing guidance and mentoring participants through task and obligations assigned and implemented by the Drug Court, entering data into the Statewide Maryland Automated Record Tracking System, completing legal and field research and maintaining knowledge of Drug Courts and criminal justice best practices, and ensuring community resources are providing advertised services, and evaluating outcomes to determine effectiveness on client behavior. All other terms of the agreement will remain the same.

2. <b>GARY L. ALSUP, JR.</b>	\$22.68	<b>\$41,616.00</b>
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Account: 5000-540314-1100-109400-601009

Mr. Alsup will work as a Drug Court Case Manager. He will be responsible for overseeing the ancillary service component of the program, developing case plans, facilitating access to services, and providing reports to the Administrative Office of the Courts. The period of the agreement is effective upon Board approval for one year.

**MINUTES**

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

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Clerk: "The Board is now in session for the receiving and opening of bids."

**BIDS, PROPOSALS AND CONTRACT AWARDS**

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

Dept. of Transportation - TR 05309, Reisterstown Road Streetscape from Northern Parkway to the City Line  
**BIDS TO BE OPENED: 11/06/2013**  
**BIDS TO BE RECV'D: 11/06/2013**

Bur. of Purchases - B50003132, Baltimore Citizens Planning Survey  
**BIDS TO BE OPENED: 10/30/2013**  
**BIDS TO BE RECV'D: 10/30/2013**

Bur. of Purchases - B50003075, City of Baltimore Web Site Redesign and Hosting  
**BIDS TO BE OPENED: 10/30/2013**  
**BIDS TO BE RECV'D: 10/30/2013**

## MINUTES

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

Dept. of Transportation - TR 14005, Resurfacing Highways  
at Various Locations, North-  
east, Sector I

Manuel Luis Construction Co., Inc.  
P. Flanigan & Sons, Inc.  
Machado Construction

Dept. of Transportation - TR 14008, Resurfacing Highways  
at Various Locations, South-  
east, Sector IV

Manuel Luis Construction Co., Inc.  
P. Flanigan & Sons, Inc.  
Machado Construction  
Civil Construction LLC

Dept. of Transportation - TR 14016, Structural Repairs on  
Bridges Citywide

Allied Contractors, Inc.  
Concrete General, Inc.  
Civil Construction, LLC

Bureau of Water & Wastewater - SC 886R, Improvements to Sludge  
Blending Tanks at Patapsco  
Wastewater Treatment Plant

W.M. Schlosser Company, Inc.  
Ulliman Schutte Construction, LLC  
The Whiting-Turner Contracting Co, Inc.

**MINUTES**

Bureau of Water & Wastewater - SC 912, Improvements of the  
Eastern Portion of the Low  
Level Sewershed

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Instituform Technologies, LLC  
SAK Construction, LLC  
AM-Liner East, Inc.  
Spiniello Infrastructure Worldwide  
Inland Waters Pollution Control, Inc.

Dept. of Recreation & Parks - RP 13809R, Federal Hill Play-  
ground

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Allied Contractors, Inc.  
JLN Construction Services, LLC  
P. Flanigan & Sons, Inc.  
DSM Properties, LLC  
Bensky Construction Co., LLC

Dept. of General Services - GS 13819, 4601 E. Monument Street  
Building Renovation (IQC Project  
GS 13810)

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John W. Brawner Contracting Co.  
Centennial Contractors  
Tito Contractors  
CAM Construction  
J.A.K. Construction  
J. Vinton Schafer & Sons  
HESS Construction

Bureau of Purchases - B50003119, Tow Trucks Carrier  
Bed Type and Self Loader  
Wrecker Body Type

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Chapman Chevrolet  
Norris Chesapeake Truck Sales, LLC  
Baltimore Freightliner  
Beltway International




## MINUTES

Bureau of Treasury Mgmt.Tax Sale Auction of Tax Liens

**THERE WERE NO BIDS RECEIVED.**

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, October 30, 2013.

  
JOAN M. PRATT  
Secretary