

MINUTES**REGULAR MEETING**

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

President: "Good morning. The November 22, uh -- 2017 meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiencies of these hearings, persons who are disruptive to the hearing will be asked to leave the hearing room immediately. Meetings of the Board of Estimates are open to the public for the duration of the meeting. The hearing room must be vacated at the conclusion of the meeting. Failure to comply may result in a charge of trespassing. I will direct the Board members attention to the memorandum from my office dated November 20, 2017, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

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City Solicitor: "Uh -- Mr. President, I MOVE approval of all remaining items on the routine agenda."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. The Motion carries. 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 November 21, 2016, the following contractors are recommended:

| | |
|--------------------------------------|------------------|
| Blue Water Baltimore, Inc. | \$ 5,400,000.00 |
| Crown Consultants, LLC | \$ 1,140,000.00 |
| Mobile Dredging and Video Pipe, Inc. | \$102,520,000.00 |

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:

| | |
|---|-----------------------|
| A Squared Plus Engineering Support Group, LLC | Engineer |
| Gaudreau, Inc. | Architect |
| Hazen & Sawyer, P.C. | Architect Engineer |
| Russell Corrosion Consultants, LLC | Engineer |
| Setty & Associates International, LLC | Engineer |
| TA Engineering, Inc. | Engineer |

There being no objection, the Board, UPON MOTION duly made and seconded, approved the Prequalification of Contractors and the Prequalification of Architects and Engineers for the listed firms.

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following pages:

4913 - 4914

The EWO's were reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

MINUTES

EXTRA WORK ORDERS

| Contract Awd. Amt. | Prev. Apprvd. Extra Work | Contractor | Time Ext. | % Compl. |
|-----------------------|-----------------------------|------------|--------------|-------------|
|-----------------------|-----------------------------|------------|--------------|-------------|

Department of Transportation

1. EWO #005, \$243,471.94 - TR 08308, Reconstruct E. North Avenue (US Rte. 1) from W. of Aisquith Street to E. of Washington Street

 \$12,862,243.60 \$148,434.96 Allan Myers MD, - 90%
 Inc.

This authorization is requested on behalf of the Department of Transportation - TEC Division and the Contractor. The following items are needed due to differing site conditions: 1) the Contractor during excavation of the base repair, encountered trolley tracks that were not shown on the construction plans; 2) the hand boxes were replaced with collector boxes in order to house the large number of conduit in the intersections; 3) the marble curb was redesigned given the existing conditions of the sidewalk and the structural integrity of the steps and marble curb; and 4) the Contractor purchased inlets/structures for installation on the project but they were not used due to existing utilities.

The work was performed prior to Board approval due to the field conditions and to prevent any delay claims. An Engineer's Certificate of Completion has not been issued.

DBE PARTICIPATION:

This contract has a Disadvantage Business Enterprise goal of 25%.

MINUTES**EXTRA WORK ORDERS**

| Contract Awd. Amt. | Prev. Apprvd. Extra Work | Contractor | Time Ext. | % Compl. |
|-----------------------|-----------------------------|------------|--------------|-------------|
|-----------------------|-----------------------------|------------|--------------|-------------|

Department of Transportation

| | | | | |
|----|---|--------|----------------------------------|------------|
| 2. | EWO #001, \$0.00 - TR 16007, Material Testing 2017 Various Projects Citywide | | | |
| | \$178,580.00 | \$0.00 | Sabra Wang & Associates, Inc. | 365 16.84% |

This authorization is requested on behalf of the Department of Transportation for a 365-day non-compensable time extension. The extra time is needed because of ongoing work on contracts that required material testing of concrete, soil, and asphalt to ensure that quality material is being used for the work performed by the Contractor. With the construction season coming to an end and money left in the contract, the decision was made to extend the time in the contract. This extension will allow for the completion of on-going projects next spring. The Notice to Proceed was issued on December 19, 2016 with a completion date of December 19, 2017. The new completion date will be December 18, 2018.

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

MWBOO SET GOALS OF 15% FOR MBE AND 5% FOR WBE.

MINUTESSpace Utilization Committee - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Lease Agreement with Ms. Mary Baum and Mr. Luke Ikard, Lessee, for the rental of the property located at 1427 Light Street, known as School 33, Studio No. 202 on the second floor. The period of the lease is October 1, 2017 through September 30, 2020 with the option to renew for two one-year terms.

AMOUNT OF MONEY AND SOURCE:

| <u>Annual Rent</u> | <u>Monthly Rent</u> |
|--------------------|---------------------|
| \$4,800.00 | \$400.00 |

BACKGROUND/EXPLANATION:

The demised premises will be used as an artist's studio by Ms. Baum and Mr. Ikard. The Lessor will be responsible for heat, electricity, and water. The Lessee will be responsible for content insurance, janitorial, trash receptacles, and security.

The option to renew this Lease Agreement is subject to review by the Director of Cultural Affairs for the Baltimore Office of Promotion and the Arts and by School 33 of the artist's participation in activities and exhibitions at the Art Center.

The Space Utilization Committee approved this Lease Agreement on October 31, 2017.

MINUTESSpace Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Lease Agreement with Ms. Mary Baum and Mr. Luke Ikard, Lessee, for the rental of the property located at 1427 Light Street, known as School 33, Studio No. 202 on the second floor.

MINUTES

Space Utilization Committee - Second Amendment to License Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Amendment to License Agreement with T-Mobile Northeast LLC, Licensee, for the use of a portion of the tower and storage space located at 501 North Athol Avenue.

AMOUNT OF MONEY AND SOURCE:

Annual Rent

\$48,388.08 - Due January 1, 2018

BACKGROUND/EXPLANATION:

The City and the Licensee entered into a License Agreement on April 30, 2008 whereby the City granted to Licensee the right to use a portion of the tower and property located at 501 North Athol Avenue. The premises are used for cellular telephone communication. The Licensee had an option to renew for two additional five year terms.

The First Amendment to License Agreement dated November 26, 2014, allowed for additional equipment (three remote radio heads) in return for additional compensation of \$3,600.00 added to the annual rent to the City.

This Second Amendment to License Agreement will allow for an additional antenna at an existing site. The Licensee will pay

MINUTES

Space Utilization Committee - cont'd

the City an additional yearly rent of \$4,000.00. The rent will no longer be due on a monthly basis, instead it will be due to the City annually beginning on January 1, 2018 (The rent will increase by 4% annually). The annual rent due on January 1, 2018 will be \$44,388.08 plus the increased rent of \$4,000.00. The total annual rent due will be \$48,388.08.

All other provisions of the original lease and First Amendment will remain the same.

The Space Utilization Committee approved this Second Amendment to Communications License Agreement on November 14, 2017.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Second Amendment to License Agreement with T-Mobile Northeast LLC, Licensee, for the use of a portion of the tower and storage space located at 501 North Athol Avenue.

MINUTESSpace Utilization Committee - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Lease Agreement with Park Heights Renaissance, Inc., Tenant, for the rental of approximately 3,018 sq. ft. of space located at 3939 Reisterstown Road, Suites 268 & 283, a/k/a Lower Park Heights Multipurpose Center. The period of the Lease Agreement is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

| <u>Annual Rent</u> | <u>Monthly Installments</u> |
|--------------------|-----------------------------|
| \$16,495.83 | \$1,374.65 |

BACKGROUND/EXPLANATION:

The leased premises will be used as an office space to provide community based planning, human development, and housing services. The City will be responsible for the parking area, exterior of the building, all interior common areas, all equipment and systems serving the building, trash and snow removal from the building, and paying for utilities such as water, gas, and electric. The Tenant will be responsible for liability insurance, security, and janitorial services.

The renewal period for the Lease Agreement if exercised, will be negotiated ninety (90) days prior to the lease expiration provided the Tenant is not in default.

The Lease Agreement is late due to the administrative process of the Tenant.

The Space Utilization Committee approved this Lease Agreement on October 17, 2017.

MINUTESSpace Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Lease Agreement with Park Heights Renaissance, Inc., Tenant, for the rental of approximately 3,018 sq. ft. of space located at 3939 Reisterstown Road, Suites 268 & 283, a/k/a Lower Park Heights Multipurpose Center.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

| <u>Owner(s)</u> | <u>Property</u> | <u>Interest</u> | <u>Amount</u> |
|---|-------------------|-----------------|---------------|
| <u>Department of Law - Payments of Settlement</u> | | | |
| 1. Lum Brown, Jr. (Previous Owner) | 2756 Fenwick Ave. | F/S | \$ 535.00 |

On April 12, 2017, the Board approved the acquisition of the fee simple interest, by condemnation, in the real property located at 2756 Fenwick Avenue for \$5,240.00, based upon the higher of two independent appraisal reports of the property.

The property owner filed an Answer refusing the City's offer. The City offered a 10% administrative increase and the parties agreed to settle the case for \$5,775.00, an additional \$535.00. Therefore, the Board is requested to approve an additional \$535.00 in settlement of this case.

Funds will be drawn from account no. 9910-904326-9588-900000-704040.

| | | | |
|-------------------------------------|-------------------------|-----|-------------|
| 2. Medhat Ebeid (Previous Owner) | 2205 Druid Hill Ave. | L/H | \$ 8,480.00 |
|-------------------------------------|-------------------------|-----|-------------|

On April 27, 2016, the Board approved the acquisition of the leasehold interest, by condemnation, in the real property located at 2205 Druid Hill Avenue for the amount of \$6,520.00, based upon the higher of two independent appraisal reports of the property.

The property owner appeared in Court to challenge the fair market value and obtained an appraisal report valuing the property at \$18,000.00. Additionally, the City updated its appraisal report to include an inside view of the property and the new fair market

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

| <u>Owner(s)</u> | <u>Property</u> | <u>Interest</u> | <u>Amount</u> |
|--|-----------------|-----------------|---------------|
| <u>Department of Law - Payments of Settlement - cont'd</u> | | | |

value was at least \$15,000.00. The parties agreed to settle the case for \$15,000.00, an additional \$8,480.00. Therefore, the Board is requested to approve an additional \$8,480.00 in settlement of this case.

Funds will be drawn from account no. 9910-905788-9588-900000-704040.

UPON MOTION duly made and seconded, the Board approved the foregoing Payments of Settlements.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfer of Funds

listed on the following page:

4924

SUBJECT to receipt of a favorable report

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>Enoch Pratt Free Library</u> | | |
| \$3,500,000.00 | 9936-902024-9458 | |
| 1 st Parks & Public | Central Library | |
| Facilities Loan | Renovation | |
| 400,000.00 | " " | |
| 4 th EPFL Loan | | |
| 500,000.00 | " " | |
| <u>6th EPFL Loan</u> | | |
| \$4,400,000.00 | | |
| \$3,500,000.00 | ----- | 9936-901024-9457 |
| 1 st Parks & Public | | Central Library |
| Facilities Loan | | Renovation |
| 400,000.00 | ----- | " " |
| 4 th EPFL Loan | | |
| 500,000.00 | ----- | " " |
| <u>6th EPFL Loan</u> | | |
| \$4,400,000.00 | | |

The Central Library which serves as the Maryland State Library Resource Center, is undergoing a major renovation. Baltimore City has committed to providing a \$5,350,000.00 match to this \$115 million project primarily funded by the State of Maryland and managed by the State Department of General Services. This transfer will allow for payment of the City's remaining commitment to the project which is nearing the midpoint of its completion.

MINUTES

Mayor's Office of Human Services - Provider Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Provider Agreement with The United Way of Central Maryland, Inc. The period of the agreement is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - 1001-000000-3573-779200-603051

BACKGROUND/EXPLANATION:

The United Way of Central Maryland, Inc. will utilize the funds to administer and monitor the Shelter Diversion Program (Program). The Program will contract with local nonprofit service providers to provide services that connect families and individuals at risk of homelessness with resources to prevent households from having to enter emergency shelter programs.

The agreement is late because of a delay in contract negotiations with The United Way of Central Maryland, Inc.

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 above Provider Agreement with The United Way of Central Maryland, Inc.

MINUTES

Labor Commissioner - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** receipt of the Memorandum of Understanding (MOU) for FY 2018 - 2019 between the City of Baltimore and AFSCME AFL-CIO, Council 67 and Local 2202, Human Service Workers.

AMOUNT OF MONEY AND SOURCE:

The negotiated wage increases have been budgeted.

BACKGROUND/EXPLANATION:

In accordance with the Municipal Employees Relations Ordinance (MERO), negotiations were conducted and concluded with AFSCME Local 2202, Human Service Workers for Fiscal Years 2018 - 2019. The results of the negotiations have been reduced to writing in the form of the submitted Memorandum of Understanding.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the Memorandum of Understanding for FY 2018 - 2019 between the City of Baltimore and AFSCME AFL-CIO, Council 67 and Local 2202, Human Service Workers.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Subscription Agreement for its investment in BCP Fund II-A, L.P., a private equity fund, managed by Bernhard Capital Partners Management, LP.

AMOUNT OF MONEY AND SOURCE:

\$16,000,000.00 - Initial investment of F&P Funds

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

The F&P Board conducted a search for a private equity investment manager and, as a result of that search, selected Bernhard Capital Partners Management, LP to initially receive \$16,000,000.00 to be invested in its BCP Fund II-A, L.P. The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, Summit Strategies Group.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Subscription Agreement for its investment in BCP Fund II-A, L.P., a private equity fund, managed by Bernhard Capital Partners Management, LP. The Comptroller

ABSTAINED.

MINUTES

Baltimore City Fire Department - Grant Adjustment Notice

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Grant Adjustment Notice (GAN) for the FY 2017 Hazardous Materials Emergency Preparedness Grant from the Maryland Emergency Management Agency. The GAN will extend the period of the grant through September 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$24,730.00 - 4000-459917-2121-604900-404001
6,182.50 - 1001-000000-2121-226400-603020
\$30,912.50

BACKGROUND/EXPLANATION:

On November 9, 2016, the Board approved the original grant for the period of September 30, 2017 in the amount of \$6,250.00.

On February 8, 2017, the Board approved an Amended and Restated Memorandum of Agreement due to changes in the law and required new language from the United States Department of Transportation.

This GAN will increase the funding in the amount of \$30,912.50 and extend the period through September 30, 2018. The GAN will cover expenditures for hazardous materials planning, community outreach planning, and/or training.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Adjustment Notice for the FY 2017 Hazardous Materials Emergency Preparedness Grant from the Maryland Emergency Management Agency.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the leasehold interest in the property located at 1308 Ensor Street, Block 1144, Lot 044 by gift from Christopher G. Rowe, Owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

AMOUNT OF MONEY AND SOURCE:

The Owner agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, no City funds will be expended.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

Mr. Rowe, has offered to donate to the City, title to the property at 1308 Ensor Street. With the Board's approval, the City will receive clear and marketable title to the property, subject only to certain City liens. Accepting this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain.

The Department will acquire the property subject to all municipal liens, other than water bills, and all interest and penalties that may accrue prior to recording a deed. A list of open municipal liens accrued through September 20, 2017, other than water bills which must be paid as part of the transaction is as follows:

MINUTES

DHCD - cont'd

| | | |
|--------------------------|---------------|--------------------|
| Tax Cert #308356 | Date: 5/16/16 | \$ 8,407.21 |
| Real Property Tax | 2017-2018 | 975.46 |
| Real Property Tax | 2016-2017 | 1,165.16 |
| Real Property Tax | 2015-2016 | 1,114.23 |
| Real Property Tax | 2014-2015 | 857.34 |
| Real Property Tax | 2013-2014 | 548.64 |
| Real Property Tax | 2012-2013 | 631.08 |
| Real Property Tax | 2011-2012 | 696.64 |
| Miscellaneous Bill | 6700686 | 136.71 |
| Miscellaneous Bill | 6732994 | 225.75 |
| Miscellaneous Bill | 6793640 | 140.73 |
| Miscellaneous Bill | 6870802 | 229.69 |
| Miscellaneous Bill | 7444532 | 149.04 |
| Miscellaneous Bill | 7467681 | 208.00 |
| Miscellaneous Bill | 7476203 | 208.00 |
| Miscellaneous Bill | 7958705 | 123.22 |
| Miscellaneous Bill | 7980121 | 125.36 |
| Miscellaneous Bill | 8097818 | 233.95 |
| Miscellaneous Bill | 8192825 | 208.59 |
| Miscellaneous Bill | 8230831 | 210.77 |
| Miscellaneous Bill | 8253874 | 138.10 |
| Miscellaneous Bill | 8260069 | 207.87 |
| Miscellaneous Bill | 8269888 | 140.76 |
| Miscellaneous Bill | 8297426 | 167.20 |
| Environmental Fine | 51109114 | 150.00 |
| Environmental Fine | 52314796 | 150.00 |
| Environmental Fine | 809644 | 1,488.00 |
| Total Taxes Owed: | | \$19,037.50 |

MINUTES

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 1308 Ensor Street, Block 1144, Lot 044 by gift from Christopher G. Rowe, Owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

MINUTES

Health Department - Nurse-Family Partnership
Implementation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Nurse-Family Partnership Implementation Agreement with Nurse Family Partnership. The period of the agreement is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$28,619.00 - 4000-499618-3080-294213-603051

BACKGROUND/EXPLANATION:

This agreement is for a Nurse Home Visiting Model. The Nurse-Family Partnership is an evidence-based program developed on the basis of randomized controlled trial research to yield certain benefits for low-income, first time mothers and their children.

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 Nurse-Family Partnership Implementation Agreement with Nurse Family Partnership.

MINUTES

Health Department - Operating Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Operating Grant Agreement with the Maryland Department of Transportation, Maryland Transit Administration. The period of the Grant Agreement is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$388,145.00 - 5000-532718-3255-767200-405001

BACKGROUND/EXPLANATION:

This Grant Agreement is provided by the Maryland Department of Transportation, Maryland Transit Administration to the Department to provide subsidy assistance for taxi rides for elderly persons and/or persons with disabilities in Baltimore City.

The Operating Grant Agreement is late because it was recently received from the Maryland Department of Transportation.

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 Operating Grant Agreement with the Maryland Department of Transportation, Maryland Transit Administration.

MINUTES

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

The Board is requested to ratify the FY 2017 Grant Awards from the State of Maryland Department of Health and Mental Hygiene. The period of Grant Awards was July 1, 2016 through May 31, 2017.

AMOUNT OF MONEY AND SOURCE:

| Grant Description: | Type of Action | Amount of Action | Total Award |
|--|----------------|-------------------|-----------------|
| PUBLIC HEALTH EMERGENCY PREPAREDNESS | SUPP | \$ 22,500.00 | \$ 381,059.00 |
| BABIES BORN HEALTHY INITIATIVE | MOD | 0.00 | 870,865.00 |
| PHEP ZIKA SUPPLEMENTAL | SUPP | 90,000.00 | 105,000.00 |
| PERSONAL RESPONSIBILITY EDUCATION PROGRAM | MOD | 0.00 | 390,000.00 |
| CHILD HEALTH SYSTEMS IMPROVEMENT | RED | (451.00) | 1,541,535.00 |
| HFA EXPANSION | SUPP | 45,000.00 | 1,182,748.00 |
| ABSTINENCE EDUCATION | RED | (190,000.00) | 190,000.00 |
| STATE AND LOCAL PUBLIC HEALTH ACTIONS | MOD | 0.00 | 348,955.00 |
| EHANCE QUALITY FAMILY PLANNING | RED | (12,000.00) | 40,000.00 |
| HEALTH SYSTEM ENHANCEMENT | RED | 0.00 | 36,870.00 |
| BLOOD PRESSURE CUFFS | SUPP | 7,366.00 | 12,336.00 |
| WIC | MOD | 0.00 | 2,513,200.00 |
| CHILDREN/ADOL. HEALTH ADVOC. | RED | (40,143.00) | 0.00 |
| SCHOOL HEALTH NURSE | RED | 0.00 | 40,143.00 |
| COLORECTAL CANCER SCREENING | NEW | 0.00 | 35,000.00 |
| GENERAL TRANSPORTATION GRANT | RED | (10.00) | 8,171,256.00 |
| SEXUALLY TRANSMITTED DISEASE | SUPP | 138,000.00 | 577,001.00 |
| IMMUNIZATION-HEP-IAP,HEP-B | SUPP | 20,000.00 | 764,100.00 |
| AIDS CASE MANAGEMENT | RED | (1,894,141.00) | 4,033,141.00 |
| RYAN WHITE B SUPPORT SERVICES | RED | (2,007,695.00) | 5,353,539.00 |
| COMMUNITY BASED PROGRAMS TO TEST & CURE HEP C | MOD | 29,714.00 | 196,721.00 |
| SYRINGE SERVICES CAPACITY DEVELOPMENT SUP | RED | 0.00 | 18,642.00 |
| OVERDOSE EDUCATIONAL NALAXONE DISTRIBUTION PROGRAM | NEW | 0.00 | 74,975.00 |
| TOBACCO USE - ADMINISTRATION /PREV-COMMUNITY BASED | RED | 0.00 | 286,190.00 |
| | | \$ (3,791,860.00) | \$27,163,276.00 |

MINUTES

Health Department - cont'd

BACKGROUND/EXPLANATION:

As the fiscal year progresses, supplements, modifications, and/or reductions will be processed through the granting administrations with revised Unified Funding awards being issued.

The Grant Awards are late because of on oversight.

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 ratified the foregoing FY 2017 Grant Awards from the State of Maryland Department of Health and Mental Hygiene.

MINUTES

Office of the State's Attorney - Memorandum of Understanding
for Baltimore City

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution the Memorandum of Understanding (MOU) with the State of Maryland, Department of Public Safety and Correctional Services (DPSCS). The period of the Memorandum of Understanding is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$194,500.00 - 4000-403718-1150-118100-601001

BACKGROUND/EXPLANATION:

The DPSCS will reimburse the Office of State's Attorney for the salary and benefits of two paralegals and one law clerk that will work with prosecutors in the Baltimore City Drug Treatment Court initiative.

The MOU is late because it was recently received from the State of Maryland.

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 the Memorandum of Understanding with the State of Maryland, Department of Public Safety and Correctional Services.

MINUTESDepartment of Transportation - Minor Privilege Permit Applications

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

| | <u>LOCATION</u> | <u>APPLICANT</u> | <u>PRIVILEGE/SIZE</u> |
|----|---------------------------|-------------------------------|--|
| 1. | 4615 Eastern Avenue | Greysi Sandoval | Single face electric sign 12' x 12' |
| | \$ 252.00 - Flat Charge | | |
| 2. | 1316 S. Highland Avenue | Primo Financial Holdings, LLC | 2 nd floor balcony 12' x 4' |
| | \$ 140.60 - Annual Charge | | |

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

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above Minor Privilege Permits.

MINUTES

Department of Transportation/Office - Task Assignment
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 12 to Whitman, Requardt & Associates, LLP, under Project No. 1135, On-Call Consultant Services for Federal Aid Projects for Bridges within the City of Baltimore. The period of the task assignment is approximately 2 years.

AMOUNT OF MONEY AND SOURCE:

\$113,423.02 - 9950-908766-9506-900010-703032

BACKGROUND/EXPLANATION:

This authorization provides for the design revisions of the bridge superstructure type from steel girders to pre-stressed concrete girders in response to comments on the Type, Size & Location (TS&L) submission. This task also provides for preliminary and final design of a replacement water main from the Sisson Street intersections with 24th and 26th Streets, including crossing the Sisson Street Bridge over CSXT; revision of the Geotechnical Foundation Report, and structure design as necessary based on new subsurface information from additional borings. This task has been reviewed and approved by the Federal Highway Administration and the State Highway Administration.

DBE PARTICIPATION:

The Consultant will comply with Title 49 code of Federal Regulations Parts 26 (49CFR26) and the DBE goal established in the original agreement.

DBE: 25%

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Department of Transportation - cont'd

TRANSFERS OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|----------------------|--|--|
| \$ 26,000.00 FED | 9950-906766-9507 Constr. Res. - Sission Street Over CSX | |
| 6,500.00 GF (HUR) | | |
| 97,500.00 Other | | |
| <u>\$130,000.00</u> | ----- | 9950-908766-9506-3 Design Sission Street over CSX |

This transfer will cover the deficit and fund the costs associated with Task No. 12 on Project No. 1135 "On-Call Consultant Services for Federal Aid Projects for Bridges within the City of Baltimore" with Whitman, Requardt & Associates, LLP.

UPON MOTION duly made and seconded, the Board approved the foregoing assignment of Task No. 12 to Whitman, Requardt & Associates, LLP, under Project No. 1135, On-Call Consultant Services for Federal Aid Projects for Bridges within the City of Baltimore. The Transfer of Funds was approved, **SUBJECT** to receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Department of Transportation - Amendment No. 1 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 to Agreement (Amendment No. 1) with Johnson, Mirmiran & Thompson, Inc. (JMT) for Project 1217, On-Call Construction Project Management Services. This Amendment No. 1 extends the period of the Agreement through May 12, 2019, or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - Upset fee

BACKGROUND/EXPLANATION:

On May 13, 2015, the Board approved the original three-year agreement in the amount of \$2,000,000.00 with the JMT, which provided for engineering design services in connection with projects included in the Capital Improvement Plan and other transportation infrastructure related projects.

This one-year time extension and increase in the upset limit by \$1,000,000.00 will allow the JMT to fully complete extra work and efficiently staff these projects to meet Federal Highway Administration, State Highway Administration, and Baltimore City standards and guidelines.

This approval will make the total upset limit \$3,000,000.00 and extend the period of the agreement through May 12, 2019.

MBE/WBE PARTICIPATION:

Johnson, Mirmiran & Thompson, Inc. will comply with Article 5, Subtitle 28 of the Baltimore City Code and MBE and WBE goals established in the original agreement.

MBE: 29.00%

WBE: 10.00%

MINUTES

Department of Transportation - cont'd

AUDITS NOTED THE TIME EXTENSION AND INCREASE IN THE UPSET LIMIT AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Amendment No. 1 to Agreement with Johnson, Mirmiran & Thompson, Inc. for Project 1217, On-Call Construction Project Management Services.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

- | | | |
|--|--------------|---------|
| 1. ZENMAR POWER TOOL AND HOIST SYSTEMS | \$ 20,000.00 | Renewal |
| Contract No. B50004817 - Repair of Air Operated Tools - Department of Public Works - P.O. No. P537750 | | |

On November 30, 2016, the Board approved the initial award in the amount of \$40,000.00. The award contained three 1-year renewal options. This first renewal in the amount of \$20,000.00 is for the period November 30, 2017 through November 29, 2018, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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

- | | | |
|---|--------------|----------|
| 2. ALS GROUP USA, CORP. d/b/a ALS ENVIRONMENTAL | \$175,000.00 | Increase |
| Contract No. B50003289 - Laboratory Analytical Services - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P526464 | | |

On March 5, 2015, the Board approved the initial award in the amount of \$400,000.00. On October 7, 2015, the Board approved an increase in the amount of \$200,000.00. Subsequent actions have been approved. This increase is due to additional testing required by the new permit renewals for both Patapsco and Back

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

River National Pollutants Discharge Elimination Systems Permits which are being finalized by the State and City regulatory staffs. Additional samples have also been planned for both facilities which will add to the sample loading as well as more monitoring for storm water samples that are required for storm projects. This increase in the amount of \$175,000.00 will make the award amount \$1,375,000.00. In addition to storm water monitoring, there are the waste overflows that occur due to storms and deteriorating pipes which require monitoring per Maryland Department of the Environment (MDE) regulations.

Samples must continue to be sent out to the contracted supplier to meet the monthly reporting requirement of the State to prevent costly fines with MDE and EPA. This contract covers analyses for Drinking Water, Wastewater, Storm Water permits, Pollution Control Surcharge and Pre-treatment samples and is a necessary requirement for the health and safety of Baltimore and its surrounding counties. The contract expires on March 14, 2018. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On October 7, 2013, it was determined that no goals would be set because of no opportunity to segment the contract. A more recent search of MWBOO's directory found that there are MBE/WBE certified to provide laboratory testing and delivery service. A new goal information sheet will be submitted to MWBOO to determine whether segmentation is feasible on a new solicitation to be advertised and awarded upon completion of this contract on March 14, 2018.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

MWBOO GRANTED A WAIVER.

3. POINT DEFIANCE AIDS PROJECTS/
NORTH AMERICAN SYRINGE EXCHANGE
NETWORK \$ 83,030.00 Extension
Contract No. B50004257 - Needles - Health Department - P.O.
No. P533709

On October 29, 2015, the Board approved the initial award in the amount of \$43,950.00. Subsequent actions have been approved. This extension will allow services to be provided during the solicitation process for B50005231. The period of the extension is October 16, 2016 through March 1, 2018. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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

4. COURTSMART DIGITAL SYSTEMS, INC. \$235,893.00 Sole Source/
Agreement
Contract No. 08000 - Maintenance and Support - Circuit Court
for Baltimore City - Req. No. R777575

The Board is requested to approve and authorize execution of an Agreement with CourtSmart Digital Systems, Inc. The period of the agreement is August 1, 2017 through July 31, 2018, with four 1-year renewal options at the sole discretion of the City.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

The CourtSmart Digital Recording System is currently in use in the Mitchell Courthouse East, and the Department of Juvenile Services building. The required maintenance can only be purchased directly from CourtSmart Digital Systems, Inc. The above amount is the City's estimated requirement.

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

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification as a sole source procurement as this system is proprietary, and support is not available from subcontractors.

- | | | |
|--|--------------|---------|
| 5. CHESAPEAKE REFRIGERATION, INC. | \$ 48,000.00 | Low Bid |
| Solicitation No. B50005146 - Provide Ice Machine Repairs and PM Services - Department of Recreation and Parks - Req. No. R771981 | | |

Vendors were solicited by posting on CitiBuy. Two bids were received and opened on October 26, 2017. Award is recommended to the lowest bidder. The period of the award is November 27, 2017 through November 26, 2019, with no renewal options. The above amount is the City's estimated requirement.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

MBE/WBE PARTICIPATION:

Not applicable. Award is below the MBE/WBE threshold of \$50,000.00.

- | | | |
|--|---------------|-------------|
| 6. WEIR SPECIALTY PUMPS | \$1,500,00.00 | Sole Source |
| Solicitation No. 08000 - Wemco Pump Parts - DPW, Waste Water Facilities - Req. No. R778046 | | |

Weir Specialty Pumps is currently the manufacturer's sole authorized source of these products. On October 26, 2017, a Notice of Intent to Waive Competition, for solicitation B50005204, was advertised on CitiBuy. No questions, challenges or responses were received, therefore, in order to maintain uninterrupted equipment operation, Procurement recommends award of a sole source requirements contract for the replacement parts. The above amount is the City's estimated requirement; however, the vendor shall supply the City's entire requirement, be it more or less. The period covered is November 23, 2017 through November 22, 2020.

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

MBE/WBE PARTICIPATION:

MBE/WBE participation is not applicable. This award meets the

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

requirement for certification as a sole source procurement. These commodities are only available from the distributor, and are not available from subcontractors.

- | | | |
|---|----------------|-------------|
| 7. SHAFER, TROXELL & HOWE, INC. | \$1,500,000.00 | Sole Source |
| Solicitation No. 08000 - Yeoman Pump Parts - DPW, Waste Water Facilities - Req. No. R778052 | | |

Shafer, Troxell & Howe, Inc. is currently the manufacturer's sole authorized distributor of these products. The Bureau of Procurement made an inquiry of the vendor community by advertising a Notice of Intent to Waive Competition for solicitation B50005203. No questions, challenges, or responses were received. Therefore, in order to maintain uninterrupted equipment operation, award of a sole source requirements contract is recommended. The above amount is the City's estimated requirement; however, the vendor shall supply the City's entire requirement, be it more or less. The period covered is November 29, 2017 through November 28, 2020.

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

MBE/WBE PARTICIPATION:

MBE/WBE participation is not applicable. This award meets the

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

requirement for certification as a sole source procurement as these commodities are only available from the distributor, and are not available from subcontractors.

8. PHILADELPHIA MIXING

| | | |
|-----------------|--------------|-------------|
| SOLUTIONS, LTD. | \$ 84,300.00 | Sole Source |
|-----------------|--------------|-------------|

Solicitation No. 08000 - Industrial Mixers - DPW, Waste Water Facilities - Req. No. 772438

A Notice of Intent to Waive Competition for solicitation B50005212 was issued on October 31, 2017 to which no responses were received. This is a purchase to replace two, five horsepower industrial mixers for a reactor deck at the DPW Wastewater Facility. The vendor, Philadelphia Mixing Solutions, Ltd. is the manufacturer's sole authorized source of these products which must be compatible with currently installed equipment at the wastewater treatment plants. This is a one-time purchase.

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

MBE/WBE PARTICIPATION:

MBE/WBE participation is not applicable. This meets the requirement for certification as a sole source procurement as

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

these commodities are only available from the distributor, and are not available from subcontractors.

- | | | |
|---|---------------|-------------|
| 9. REACH AIR MEDICAL SERVICES, LLC | \$ 100,000.00 | Sole Source |
| Solicitation No. 06000 - Air Transportation Services - Health Department - Req. No. R777559 | | |

Emergency Medical Air Transportation services for critical care patients are provided by the Maryland Department of Health and Mental Hygiene (DHMH) through the Transportation Grants Program. The DHMH protocol states, "All air ambulance transport costs for Maryland Medicaid recipients will be paid by the Baltimore City Health Department, through the Transportation Grants Program." Service Providers may submit invoices as late as two years after services have been rendered prior to the review and verification process, which takes approximately one year. The requested amount is required for payment of outstanding invoices and new invoices for the period of September 1, 2016 through December 31, 2017. The above is the City's estimated requirement.

The State of Maryland must license all air ambulance service companies. The vendor is licensed by the State of Maryland.

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

MBE/WBE PARTICIPATION:

N/A

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

| | | |
|---|--------------|------------|
| 10. HALLATON, INC. | \$ 20,000.00 | Correction |
| Contract No. B50004935 - Installation Non-Woven Geotextile - Quarantine Landfill - Department of Public Works, Bureau of Solid Waste - Req. No. P539520 | | |

On May 10, 2017, the Board approved the initial in the amount of \$34,104.00. Subsequent actions have been approved. On November 1, 2017, the Board of Estimates approved an increase in the amount of \$28,812.00. However, the letter was inadvertently modified to the incorrect amount of \$8,812.00, prior to approval. The Board is requested to approve the correction for a total increase of \$28,812.00. The contract expires on May 9, 2018. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved the foregoing Informal Awards, Increases and Extensions. The Board further approved and authorized execution of the foregoing Agreement with CourtSmart Digital Systems, Inc. (Item No. 4).

MINUTES

Parking Authority of Baltimore - Maintenance Agreement
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Maintenance Agreement with Scheidt & Bachmann USA Inc. (S&B). The period of the Maintenance Agreement is effective November 1, 2017 through October 31, 2018.

AMOUNT OF MONEY AND SOURCE:

| <u>Amount</u> | <u>Account Number</u> | <u>Parking Facility</u> |
|---------------------|----------------------------------|-------------------------|
| \$ 25,274.80 | - 2075-000000-2321-407200-603016 | (Arena) |
| 25,274.80 | - 2075-000000-2321-407700-603016 | (Baltimore) |
| 25,274.80 | - 2075-000000-2321-408200-603016 | (Caroline) |
| 25,274.80 | - 2075-000000-2321-408700-603016 | (Fayette) |
| 25,274.80 | - 2075-000000-2321-408300-603016 | (Fleet & Eden) |
| 25,274.80 | - 2075-000000-2321-407400-603016 | (Franklin) |
| 10,635.20 | - 2076-000000-2321-408300-603016 | (JFB Lot) |
| 25,274.80 | - 2075-000000-2321-407500-603016 | (Lexington) |
| 25,274.80 | - 2075-000000-2321-407900-603016 | (Little Italy) |
| 25,274.80 | - 2076-000000-2321-253800-603016 | (Marina) |
| 25,274.80 | - 2075-000000-2321-407100-603016 | (Market) |
| 25,274.80 | - 2075-000000-2321-407000-603016 | (Marriott) |
| 25,274.80 | - 2075-000000-2321-407600-603016 | (Penn Station) |
| 25,274.80 | - 2076-000000-2321-253900-603016 | (Redwood) |
| 25,274.80 | - 2075-000000-2321-408100-603016 | (St. Paul) |
| 25,274.80 | - 2075-000000-2321-407300-603016 | (Water) |
| 25,274.80 | - 2076-000000-2321-254000-603016 | (West) |
| \$415,032.00 | - Total | |

BACKGROUND/EXPLANATION:

On November 10, 2004, the Board approved the original three-year Maintenance Agreement with the S&B to maintain the access and revenue control equipment, that was installed by the S&B, at the time nine parking facilities that were managed by PABC.

MINUTES

PABC - cont'd

On May 28, 2008, the Board approved the second Maintenance Agreement with the S&B, for three-years, which covered the revenue control equipment that was installed at the time 15 parking facilities were managed by PABC.

On November 9, 2011, the Board approved the third Maintenance Agreement with the S&B, for two years (terminating October 30, 2013), which covered the revenue control equipment that was installed at the time 16 facilities were managed by PABC.

On October 30, 2013, the Board approved a fourth Maintenance Agreement with the S&B, for two years (terminating October 30, 2015), which covered the revenue control equipment installed at 17 facilities that are managed by PABC.

On October 30, 2015, the Board approved a fifth Maintenance Agreement with the S&B, for two years (terminating October 30, 2017), which covered the revenue control equipment installed at 17 facilities that are managed by PABC.

This equipment has made a significant contribution to the substantial increases in revenue that the PABC has experienced during the past nine years. The PABC is pleased with the function of the equipment and the service provided by S&B to date. This one-year Maintenance Agreement will ensure the continued function of the equipment installed at 17 facilities managed by the PABC.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

PABC - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Maintenance Agreement with Scheidt & Bachmann USA Inc.

MINUTES

Parking Authority of Baltimore - Consent to Assignment
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Consent to Assignment of the Agreement for Demand Management Services (Agreement).

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On January 26, 2015, the Board approved an Agreement for Demand Management Services with SP Plus Corporation and its affiliates, collectively CNP.

SP Plus Corporation through its affiliate Click 'N Park is assigning the Agreement to Parkmobile, LLC (Parkmobile).

The Agreement provides Online Parking Pre-Purchase Services related to daily public parking and parking for special events at City-owned parking garages. The Agreement makes the City-owned parking garage inventory available on-line through this pre-purchase and reservation system that: 1) improves its service to the public, 2) expands its ability to sell parking online for any event, date, or time frame it chooses, 3) offers discounted prices to encourage multiple-day purchases, 4) delivers parking passes over the internet and through wireless phone applications, and 5) distributes routing/directional information through the internet and wireless phone transmission so that customers unfamiliar with the City will be able to conveniently locate their parking spaces.

This service also includes the ability to: 1) interface with current City-owned Parking and Garage Management Software, 2) provide reliable status and accounting reports, and 3) allow for the Parking Authority to make prompt changes to the inventory available to the parking public.

MINUTES

PABC - cont'd

The cost for this service is paid by the parking customers who partake of this service, and not by the City or the Parking Authority.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Consent to Assignment of the Agreement for Demand Management Services.

MINUTES

Parking Authority of Baltimore - Amendments to Parking
Baltimore City (PABC) Facility Operations and
Management Agreements

The Board is requested to approve and authorize execution of the various Amendments to Parking Facility Operations and Management Agreements.

The amendments require additional funding to pay for anticipated operating expenses and to compensate the Operators during the extended term upon the original compensation structure.

| <u>Operator</u> | <u>Facility</u> | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------|--------------------------------|-----------------------|------------------|------------------|--|--------------|---------------|--------------------------------|--|--|------------------------|-----------|------------|--------------------------------|--|--|------------------------|------------------|-------------------|--------------------------------|---------------------|-----------------------|----------|--|
| 1. REPUBLIC PARKING SYSTEM, INC. | Market Center Garage | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Fourth</u></th> <th style="text-align: left;"><u>Original</u></th> <th style="text-align: left;"><u>Account Number</u></th> </tr> <tr> <th style="text-align: left;"><u>Amendment</u></th> <th style="text-align: left;"><u>Amendment</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>\$ 49,976.00</td> <td>\$ 873,416.00</td> <td>2075-000000-2321-407100-603016</td> </tr> <tr> <td></td> <td></td> <td>Maintenance and Repair</td> </tr> <tr> <td>10,000.00</td> <td>190,000.00</td> <td>2075-000000-2321-407100-603026</td> </tr> <tr> <td></td> <td></td> <td>Management & Incentive</td> </tr> <tr> <td><u>16,000.00</u></td> <td><u>304,000.00</u></td> <td>2075-000000-2321-407100-603038</td> </tr> <tr> <td>\$ 75,976.00</td> <td>\$1,367,416.00</td> <td>Security</td> </tr> </tbody> </table> | <u>Fourth</u> | <u>Original</u> | <u>Account Number</u> | <u>Amendment</u> | <u>Amendment</u> | | \$ 49,976.00 | \$ 873,416.00 | 2075-000000-2321-407100-603016 | | | Maintenance and Repair | 10,000.00 | 190,000.00 | 2075-000000-2321-407100-603026 | | | Management & Incentive | <u>16,000.00</u> | <u>304,000.00</u> | 2075-000000-2321-407100-603038 | \$ 75,976.00 | \$1,367,416.00 | Security | |
| <u>Fourth</u> | <u>Original</u> | <u>Account Number</u> | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Amendment</u> | <u>Amendment</u> | | | | | | | | | | | | | | | | | | | | | | | | |
| \$ 49,976.00 | \$ 873,416.00 | 2075-000000-2321-407100-603016 | | | | | | | | | | | | | | | | | | | | | | | |
| | | Maintenance and Repair | | | | | | | | | | | | | | | | | | | | | | | |
| 10,000.00 | 190,000.00 | 2075-000000-2321-407100-603026 | | | | | | | | | | | | | | | | | | | | | | | |
| | | Management & Incentive | | | | | | | | | | | | | | | | | | | | | | | |
| <u>16,000.00</u> | <u>304,000.00</u> | 2075-000000-2321-407100-603038 | | | | | | | | | | | | | | | | | | | | | | | |
| \$ 75,976.00 | \$1,367,416.00 | Security | | | | | | | | | | | | | | | | | | | | | | | |

The original agreement was for the period July 1, 2014 to June 30, 2015. The first amendment extended the period through June 30, 2016. The second amendment extended the period for 12 months through June 30, 2017. The third amendment extended the period through August 31, 2017. This Fourth Amendment will extend the period through October 31, 2017, and will make the total amount \$1,443,392.00.

The Parking Authority requests this fourth amendment to extend the term of the original agreement for two additional months,

MINUTES

PABC - cont'd

until the commencement date of November 1, 2017 of the new agreement for operation of this facility that was awarded by the Board of Estimates on October 4, 2017.

The amendment is late because the Bureau of Purchases was delayed in obtaining a new award.

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 17% MBE AND 9% WBE.

| | <u>Commitment</u> | <u>Performed</u> | |
|---------------------------------------|-------------------|---------------------|-------------|
| MBE: Coleman Security Services | | \$ 87,159.00 | 49% |
| A/C Power, Inc. | | 3,279.00 | 1.9% |
| Kevin's Trash Removal | | 450.00 | 0.25% |
| | 17% | \$ 90,888.00 | 52% |
| WBE: AJ Stationers | | \$ 2,113.00 | 1.2% |
| CMS, LLC | | \$ 14,602.00 | 8.4% |
| | 9% | \$ 16,715.00 | 9.6% |

MWBOO FOUND VENDOR IN COMPLIANCE.

2. **IMPARK/DANAS LLC** Marina Street Garage

| <u>Fourth Amendment</u> | <u>Original Agreement</u> | <u>Account Number</u> |
|-------------------------|---------------------------|--------------------------------|
| \$ 46,969.00 | \$ 860,002.00 | 2076-000000-2321-253800-603016 |
| | | Maintenance and Repair |
| 600.00 | 11,400.00 | 2076-000000-2321-253800-603026 |
| | | Management & Incentive |
| 5,000.00 | 95,000.00 | 2076-000000-2321-253800-603038 |
| \$ 52,569.00 | \$966,402.00 | Security |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 17% MBE AND 9% WBE.

IMPARK/DANAS LLC

West Street Garage

| <u>Fourth Amendment</u> | <u>Original Agreement</u> | <u>Account Number</u> |
|-----------------------------|-------------------------------|--|
| \$ 44,904.00 | \$ 909,950.00 | 2076-000000-2321-254000-603016 Maintenance and Repair |
| 600.00 | 11,400.00 | 2076-000000-2321-254000-603026 Management & Incentive |
| 11,200.00 | 213,004.00 | 2076-000000-2321-254000-603038 Security |
| <u>\$ 56,704.00</u> | <u>\$1,134,354.00</u> | |

The original agreement for the Marina Garage and West Street Garage was for the period July 1, 2013 to June 30, 2014, with an option to extend the agreement for one additional year from June 30, 2014 through June 30, 2015. The first amendment extended the contract through June 30, 2016. The second amendment extended the contract through June 30, 2017. The third amendment extended the contract through August 31, 2017. This Fourth Amendment will extend the contract through November 1, 2017, and will make the total amount \$2,210,029.00.

This Fourth Amendment will extend the term of the original agreement for additional two months, until the commencement date November 1, 2017 of the new agreement for operation of these facilities that was awarded by the Board of Estimates on October 4, 2017.

The amendment is late because the Bureau of Purchases was delayed in obtaining approval of that new agreement.

MINUTES

PABC - cont'd

Marina Garage and West Street

| | <u>Commitment</u> | <u>Performed</u> | |
|---------------------------------|-------------------|--------------------|--------------|
| MBE: Xecutive Security | | \$63,000.00 | 51.7% |
| Admiral Elevator | | 3,864.00 | 3.2% |
| Company | | | |
| | 17% | <u>\$66,864.00</u> | <u>54.9%</u> |
| WBE: AJ Stationers, Inc. | | \$ 3,789.00 | 3.1% |
| CMS, LLC | | 6,552.00 | 5.4% |
| Sign-A-Rama | | 978.00 | 0.8% |
| | 9% | <u>\$11,319.00</u> | <u>9.3%</u> |

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Amendments to Parking Facility Operations and Management Agreements.

MINUTES

Baltimore Development Corporation - Land Disposition Agreement

ACTION REQUESTED B/E:

The Board is requested to approve and authorize execution of a Land Disposition Agreement with Benedetto, Inc., Developer, for parcel known as Ward 4, Section 100, Block 620, Lot 050.

AMOUNT OF MONEY AND SOURCE:

\$53,000.00 - Purchase Price

BACKGROUND /EXPLANATION:

On August 31, 2015, the BDC released an Request for Proposal (RFP) for 16 City-Owned buildings, two surface lots, and a vacant parcel all located on City Block 620, Ward 4, Section 100, in the Market Center National Register Historic District, which is located in downtown's west side, 11th Council District. The RFP site is also located within the State-designated Bromo Tower Arts & Entertainment District (Bromo District).

The intent of the RFP was to promote adaptive re-use of the parcels along with a respectful introduction of infill development, where appropriate, in a manner that would fulfill the City's objectives, which include adaptive re-use of historically significant property, job generation, tax generation, and mixed-use development that fits within the context of the Bromo Arts District, an emerging neighborhood with active storefronts and other ground-level uses.

After a thorough analysis and review of the proposal received for the property located at 104 Park Avenue, Benedetto, Inc. was the developer selected for the acquisition and redevelopment of the city-owned property. The commercial project involves the rehabilitation of the historic property to provide ground floor retail space and a market-rate apartment on the upper floor.

MINUTES

PABC - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Land Disposition Agreement with Benedetto, Inc., Developer, for parcel known as Ward 4, Section 100, Block 620, Lot 050.

MINUTES

Bureau of the Budget and - Appropriation Adjustment
Management Research (BBMR) Order No. 9

ACTION REQUESTED OF B/E:

The Board is requested to approve the Appropriation Adjustment Order No. 9 to transfer grant funds within the Health Department from Service 715 (Health Administration) to Service 307 (Substance Use Disorder and Mental Health).

AMOUNT OF MONEY AND SOURCE:

\$1,240,429.00 - From: 4000-400018-3001-568000-603050
 Unallocated Federal Funds
 Service 715: Health Administration

To: 5000-505418-3070-268400-603051
 Service 307: Substance Use Disorder and
 Mental Health

BACKGROUND/EXPLANATION:

On September 13, 2017, the Board approved acceptance of the Grant Award entitled Opioid Operations Command Center from the Maryland Department of Health, Behavioral Health Administration. The period of the original Grant Award was July 1, 2017 through June 30, 2018.

The grant will allow the Health Department to prevent new cases of opioid addiction and misuse and expand access to treatment and recovery services.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

MINUTES

BBMR - cont'd

UPON MOTION duly made and seconded, the Board approved the Appropriation Adjustment Order No. 9 to transfer grant funds within the Health Department from Service 715 (Health Administration) to Service 307 (Substance Use Disorder and Mental Health).

MINUTES

Bureau of the Budget and - Appropriation Adjustment
Management Research (BBMR) Order No. 12

ACTION REQUESTED OF B/E:

The Board is requested to approve the Appropriation Adjustment Order No. 12 to transfer grant funds within the Health Department from Service 715 (Health Administration) to Service 307 (Substance Use Disorder and Mental Health).

AMOUNT OF MONEY AND SOURCE:

\$200,000.00 - From: 6000-600018-3001-568000-603050
 Special Funds
 Service 715: Health Administration

To: 6000-603418-3070-268400-603051
 Service 307: Substance Use Disorder and
 Mental Health

BACKGROUND/EXPLANATION:

On September 13, 2017, the Board approved the Grant Agreement with the Open Society Institute (OSI) - Baltimore. The period of the Grant Agreement is April 15, 2017 through March 14, 2018.

The project grant from the OSI will allow the Health Department to support a public education and harm reduction initiative to respond to opioid addiction and overdose in Baltimore City.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

MINUTES

BBMR - cont'd

UPON MOTION duly made and seconded, the Board approved the Appropriation Adjustment Order No. 12 to transfer grant funds within the Health Department from Service 715 (Health Administration) to Service 307 (Substance Use Disorder and Mental Health).

MINUTES

Bureau of the Budget and
Management Research (BBMR)

- Appropriation Adjustment
 Order No. 31, Casino Special
Fund Supplemental Appropriation

ACTION REQUESTED OF B/E:

The Board is requested to approve a Casino Special Fund Supplemental Appropriation to the Planning Department, Service 763, Comprehensive Planning and Resource Management.

AMOUNT OF MONEY AND SOURCE:

\$6,200,000.00 - The funds will come from Casino Local Impact Grant funding from the State of Maryland, Casino Special Fund account no. 2026-000000-1873-732900-400999

BACKGROUND/EXPLANATION:

This appropriation will allow a portion of Casino Local Impact Grant funding to pass through the City and go to the South Baltimore Gateway Community Impact District Management Authority (the Authority). This funding is designated for the Authority by Baltimore City Charter Article 14, Section 19-3(c) and State Government Article Section 9-1A-31. It was not included in the City's FY18 Budget, and therefore a Supplemental Appropriation is requested.

In 2016, both the State and City passed legislation establishing the Authority. The General Assembly passed HB 1636, which mandated that the Maryland Racing Commission give the Authority at least 50% of the City's share of Local Impact Grants. State Senator Bill Ferguson, who co-sponsored the bill, has conveyed his intent for the funds to flow directly to the Authority. However, the State Comptroller's office, with advice from the Attorney General's office, has determined that the legislative language requires funds to pass through the City until further review.

MINUTES

BBMR - cont'd

Due to the timing of the State Comptroller's determination, these funds were not included in the City's FY18 Budget, so the City cannot accept this Local Impact Grant funding from the State (and subsequently disburse it to the Authority from account 2026-000000-1873-732900-607001) without a Supplemental Appropriation. The State is currently holding the Authority's share of Casino Local Impact Grant funding. As per the opinion of the City's Law Department, the Board of Estimates may permit movement of this funding to the City (for later disbursement to the Authority) by approving a Supplemental Appropriation due to a material change in circumstances.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the Casino Special Fund Supplemental Appropriation to the Planning Department, Service 763, Comprehensive Planning and Resource Management. The President **ABSTAINED**.

MINUTES

Bureau of the Budget and - Grant Award and Appropriation
Management Research (BBMR) Adjustment Order No. 34

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a Grant Award from the Abell Foundation. The period of the Grant Award is November 1, 2017 through December 31, 2018.

The Board is further requested to approve the Appropriation Adjustment Order to transfer Special Funds within the Baltimore City Police Department from Service 621 (Administration) to Service 623 (Crime Investigation)

AMOUNT OF MONEY AND SOURCE:

\$39,658.00 - From: 6000-600018-2041
 Service 621: Administration

To: 6000-606018-2021
 Service 623: Crime Investigation

BACKGROUND/EXPLANATION:

The Abell Foundation awarded the grant funds to the Baltimore City Police Department in support of purchasing equipment to enhance investigations and training for detectives in the agency. The funds provide one week of training for approximately 80 detectives. The one-week training session will focus on internal investigations. Additionally, the grant will provide funds for a three-day training for 80 investigators. The three-day training will focus on the prevention of in-custody deaths. Various pieces of equipment to enhance investigations will also be purchased with the funds.

MBE/WBE PARTICIPATION:

N/A

MINUTES

BBMR - cont'd

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the Abell Foundation. The Board further approved the Appropriation Adjustment Order to transfer Special Funds within the Baltimore City Police Department from Service 621 (Administration) to Service 623 (Crime Investigation)

MINUTES

Bureau of the Budget and - Grant Award and Appropriation
Management Research (BBMR) Adjustment Order No. 35

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a Grant Award from the Governor's Office of Crime Control and Prevention for the Juvenile Diversion grant. The period of the Grant Award is October 1, 2017 through June 30, 2018.

The Board is further requested to approve the Appropriation Adjustment Order No. 35 (AAO) to transfer State funds within the Baltimore City Police Department from Service 621: Administration to Service 623: Crime Investigations.

AMOUNT OF MONEY AND SOURCE:

\$93,744.00 - From: 6000-600018-2041
 Service 621: Administration

 To: 5000-506518-2021
 Service 623: Crime Investigations

BACKGROUND/EXPLANATION:

The Baltimore City Police Department's Juvenile Diversion program targets juveniles arrested for misdemeanor offenses with no significant delinquency or criminal history. The program provides diversion options such as Teen Court, Community Conferencing, Aggression Replacement, Substance Abuse Treatment, and Mental Health Treatment as an alternative to the formal juvenile justice system. These options instill a sense of responsibility and accountability in juveniles while providing them an alternative to the formal juvenile justice system. The Grant Award will provide salary support, contractual services, and other related items.

MINUTES

BBMR - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the Governor's Office of Crime Control and Prevention for the Juvenile Diversion grant. The Board further approved the Appropriation Adjustment Order No. 35 to transfer State funds within the Baltimore City Police Department from Service 621: Administration to Service 623: Crime Investigations.

MINUTES**CITY COUNCIL BILLS:**

17-0126 -An Ordinance concerning the Sale of Property - Portion of the Former Bed of a 4-Foot Alley Extending from West Eager Street for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in a certain parcel of land known as a portion of the former bed of a 4-foot alley, extending from West Eager Street southerly 75 feet, more or less, to the property outline known as 13/15 West Eager Street, and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

17-0129 -An Ordinance concerning the Sale of Property - Former Bed of a Portion of a 10-Foot Alley Lying Between North Milton Avenue and Rose Street for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in a certain parcel of land known as the former bed of a portion of a 10-foot alley lying between North Milton Avenue and Rose Street, extending from North Milton Avenue easterly 107.2 feet, more or less, to the west outline of the property known as 2439 North Avenue and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

MINUTES**CITY COUNCIL BILLS** - cont'd

17-0131 - An Ordinance concerning the Sale of Property - Former Beds of Towanda Avenue and a Portion of Suffolk Avenue for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in a certain parcel of land known as the former bed of Towanda Avenue, extending from Druid Park Drive northeasterly 537 feet, more or less, to Suffolk Avenue, and in a certain parcel of land known as a portion of the former bed of Suffolk Avenue, extending from Towanda Avenue northeasterly 210 feet, more or less, to the southeast side of Suffolk Avenue and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

17-0140 - A Resolution concerning the Sale of Property - Former Beds of North Arch Street, Vine Street, and Rieman Court for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain parcels of land known as the former bed of North Arch Street, extending from West Lexington Street southerly 183 feet to the south side of Vine Street; the former bed of Vine Street, extending from Pine Street easterly 441.93 feet, to North Arch Street; and the former bed of Rieman Court, extending from North Arch Street easterly 138.83 feet, more or less, to the west side of Pearl Street and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

MINUTES

CITY COUNCIL BILLS - cont'd

17-0141 - An Ordinance concerning the Right-of-Way Release for Municipal Utilities and Services Through the Former Bed of Jordan Street for the purpose of authorizing the release and surrender by the Mayor and City Council of Baltimore of all its interests in an 18-foot-wide right-of-way granted to the City of Baltimore, the location and course of the 18-foot-wide right-of-way to be released being shown on Plat RW 20-36417, in the Office of the Department of Transportation; and providing for a special effective date.

THE LAW DEPARTMENT'S ONLY ISSUE WITH THE BILL IS THE CITED LEGAL AUTHORITY THAT UNDERLIES THE BILL. THE BILL REFERENCES ARTICLES I AND II OF THE CITY CHARTER (PAGE I, LINES 10 THROUGH 15). THIS IS INCORRECT. SINCE THE BILL DISPOSES OF PROPERTY NO LONGER NEEDED BY THE CITY, ARTICLE V, SECTION 5(B) OF THE CITY CHARTER SHOULD BE THE CORRECT REFERENCE. THIS SECTION GRANTS THE DEPARTMENT OF REAL ESTATE IN THE COMPTROLLER'S OFFICE THE POWER TO DISPOSE OF THE PROPERTY AT ISSUE IN THIS BILL, IF APPROVED BY THE BOARD OF ESTIMATES.

THE LAW DEPARTMENT OFFERS AN AMENDMENT TO CORRECT THE TECHNICAL ERROR BY STRIKING LINES 10 THROUGH 13 IN THEIR ENTIRETY ON PAGE 1 AND SUBSTITUTING THOSE LINES WITH "ARTICLE V - COMPTROLLER SECTION 5(B)." ASSUMING THE AMENDMENT IS ADOPTED, THE LAW DEPARTMENT IS PREPARED TO APPROVE THE BILL FOR FORM AND LEGAL SUFFICIENCY.

ALL OTHER REPORTS RECEIVED WERE FAVORABLE.

MINUTES**CITY COUNCIL BILLS** - cont'd

17-0148 - An Ordinance concerning the Sale of Property - Former Beds of Water Street and Hollingsworth Street for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain parcels of land known as the former bed of Water Street, extending from Grant Street easterly 157.3 feet, more or less, to South Calvert Street, and the former bed of Hollingsworth Street, extending southerly 159.6 feet, more or less, to East Lombard Street and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

UPON MOTION duly made and seconded, the Board approved the foregoing City Council Bills 17-0126, 17-0129, 17-0131, 17-0140, 17-0141 and 17-0148, and directed that the Bills be returned to the City Council with the recommendation that they also be approved and passed by that Honorable Body. The President **ABSTAINED**.

MINUTES

Department of Public Works - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Extension/Relocation Contract with BGE in order to schedule the work required for Water Contract 1190-Montebello Filtration Plant 1 Improvement Electrical Distribution.

AMOUNT OF MONEY AND SOURCE:

\$355,393.00 - 9960-905622-9557-9000020-707078

BACKGROUND/EXPLANATION:

On February 24, 2016, the Board approved Construction Project WC 1190 Montebello Filtration Plant 1 Improvement Distribution, which scope consists of major electrical distribution upgrades at Montebello Filtration Plant 1 generally consisting of re-routing one of two 13.2 kV BGE feeders, new 13.2 kV outdoor switchgear, new 2.4 kV indoor switchgear, new 13.2 kV standby generator, along with several 13.2 kV-480/277 volt transformers and substations.

The project also includes considerable work to the existing Process Control Systems (PCS) which will modify existing control panels to expand the existing PCS network in order to integrate remote monitoring and control of new electrical systems. Programming additions will be made to the existing PCS Citect Graphical Interface application for operator interface of these systems as well.

The contract drawing sheet E00-002 requires contractor to coordinate with the BGE to install 13250 feeders to the new 13.2 KV switchgear. The scope of work in the project drawing sheets E01-101 & E01-401 summarized as the following: *"BGE to provide and install new cable from BGE switch to the new switchgear. The contractor is responsible to providing ductbank and manholes."*

MINUTES

Department of Public Works - cont'd

BGE submitted their design and contract for the above mentioned scope of work based on the final ductbank route and manholes locations done by the Contractor. The proposed BGE work has not been scheduled and no work will be performed until a payment is made.

MBE/WBE PARTICIPATION:

The assignment of goals will not be assigned to this request but WC 1190, Montebello Filtration Plant 1 Improvement Electrical Distribution project has assigned the following goals:

MBE: 27%

WBE: 8%

APPROVED FOR FUNDS BY FINANCE.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Extension/Relocation Contract with BGE in order to schedule the work required for Water Contract 1190-Montebello Filtration Plant 1 Improvement Electrical Distribution.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 019 to Whitman, Requardt & Associates/Gannett Fleming JV, (Consultant) under Project No. 1403, SC 944, SC 940, SC 921 and SC 910, On-Call Project and Construction Management Assistance Service. The period of the task is 12 months.

AMOUNT OF MONEY AND SOURCE:

\$ 71,880.91 - 9956-903551-9551-900020-703032 - SC 944
 71,880.91 - 9956-906647-9551-900020-703032 - SC 940
143,761.81 - 9956-904623-9551-900020-703032 - SC 921
\$287,523.63

BACKGROUND/EXPLANATION:

The Consultant will assist the Office of Engineering and Construction in the area of constructability review on the following projects: SC 944 which in part is splitting off the new project SC 969-Improvements to the Horner's Lane Siphon across Armistead Run, SC 940-Wastewater Engineering Services for Sewer Capacity Improvements in the Upper Gwynns Falls, SC 921 which in part is splitting off the new project SC 955-Hydraulic Improvements to Gwynns Falls Sewershed Collection System, and SC 910 which in part is splitting off the new project SC 956-Improvements to the Sanitary Sewer Collection System in the Herring Run Sewershed-Part 1 Sanitary Sewers.

MBE/WBE PARTICIPATION:

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

MINUTES

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

MBE: 27%

WBE: 10%

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the foregoing assignment of Task No. 019 to Whitman, Requardt & Associates/Gannett Fleming JV, under Project No. 1403, SC 944, SC 940, SC 921 and SC 910, On-Call Project and Construction Management Assistance Service.

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following pages:

4981 - 4982

The EWO's were reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

MINUTES**EXTRA WORK ORDERS**

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

Department of Public Works/Off. of Engineering & Construction

- | | | | | | |
|----|---|-------------|--|----------|-----|
| 1. | EWO # 002, \$0.00 - WC 1190, Montebello Filtration Plant 1 Improvements - Electrical Distribution | | | | |
| | \$12,083,000.00 | \$12,500.00 | The Whiting-Turner Contracting Co., Inc. | 149 days | 40% |

The Office of Engineering & Construction is requesting 149 additional non-compensable days for WC 1190. This is the first time extension. This Extra Work is within the original scope of work and was requested by the Contractor. Under this Contract, a second BGE Feeder and a new Generator are being added for the Montebello I Plant. As part of the Contract requirement the Contractor was required to perform a coordination study. However, due to delays in the BGE providing information and the previous coordination study not being available, the Contractor was required to perform a complete survey for the study. This resulted in a delay, therefore, the Department is requesting the 149 continuous calendar day time extension in order to complete the project for a total contract period of 649 days. Based on the analysis performed by the project control scheduler, it was determined that the 149-day non-compensable time extension is warranted. The previous construction completion date expired November 2, 2017. The new construction completion date is March 31, 2018.

MBE/WBE PARTICIPATION:

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

MBE: 27%

WBE: 8%

MINUTES

EXTRA WORK ORDERS

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

Department of Public Works/Off. of Engineering & Construction

| | | | | |
|----|---|--------|--------------------------------|----------------------|
| 2. | EWO # 001, \$0.00 - SC 944R, Rehabilitation & Improvement <u>to Sanitary Sewers at Various Locations in Baltimore City</u> | | | |
| | \$9,228,409.00 | \$0.00 | Anchor Construc- tion Corp. | 365 56% days |

The Office of Engineering & Construction is requesting a 365-day non-compensable time extension in order to complete various assigned work to inspect, clean, replace, and repair sanitary sewer lines at various locations of the City to improve the sewer system. This Extra Work is within the original scope of work and was requested by the Office of Engineering & Construction. According to Special Conditions 10, the City reserves the right to extend this contract for two additional terms of one year each. Under this EWO, the City is exercising the 1st time extension, which will increase the completion date of the contract by 365 days for a total contract period of 1,095 days. The previous construction completion date expired October 15, 2017. The new construction completion date is October 15, 2018.

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

MBE/WBE PARTICIPATION:

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

MBE: 26.14%

WBE: 8.07%

MINUTES**TRAVEL REQUESTS**

| <u>Name</u> | <u>To Attend</u> | <u>Fund Source</u> | <u>Amount</u> |
|--|---|------------------------|---------------|
| <u>Baltimore Police Department</u> | | | |
| 1. Stephanie Uruchima Angelo Brooks | National Institute of Crime Prevention Advanced Domestic and Sexual Violence Training Las Vegas, NV Dec. 4 - 8, 2017 (Reg. Fee \$475.00 each) | BJAG Grant Funds | \$3,047.92 |

The subsistence rate for this location is \$166.00 per night. The airfare in the amount of \$324.96 for each attendee and the registration fee in the amount of \$475.00 for each attendee was prepaid on a City-issued credit card assigned to Mr. Tribhuvan Thacker. Ms. Uruchima will be disbursed \$724.00 and Mr. Brooks will be disbursed \$724.00.

| | | | |
|--|--|----------------------------------|------------|
| 2. Jacob Knapp Leo Gomez Ebony Lee Falema Graham James Dixon | Advanced Domestic and Sexual Violence Training Las Vegas, NV Dec. 4 - 8, 2017 (Reg. Fee \$475.00 ea.) | VOCA- 2015 Grant Funded | \$7,374.75 |
|--|--|----------------------------------|------------|

The transportation cost of \$275.95 and registration fee of \$475.00 for each attendee was prepaid using a City-issued procurement card assigned to Tribhuvan Thacker. Therefore, the disbursement to each employee is \$724.00.

MINUTES**TRAVEL REQUESTS**

| <u>Name</u> | <u>To Attend</u> | <u>Fund Source</u> | <u>Amount</u> |
|-------------------------------|--|--|---------------|
| <u>Baltimore City Council</u> | | | |
| 3. Sharon Middleton | 2017 Fall Board of Director's Meeting and Poverty Summit Fort Worth, TX Dec. 6 - 9, 2017 (Reg. Fee \$0.00) | Elected Officials Expense Account | \$928.52 |

The subsistence rate for this location is \$222.00 per night. The cost of the hotel is \$159.00 per night, plus hotel taxes of \$23.85 per night, comprised of State taxes of \$9.54 per night and City taxes of \$14.31 per night.

The airfare cost of \$190.97 and hotel deposit of \$182.85 were prepaid by Ms. Middleton's personal credit card. Therefore, the amount to be disbursed to Ms. Middleton is \$928.52.

Mayor's Office of Criminal Justice

| | | | |
|---------------|---|-------------------|------------|
| 4. Kenya Asli | National Grants Management Assoc. Washington, D.C. Nov. 28 - 30, 2017 (Reg. Fee \$865.00) | General Travel | \$1,523.29 |
|---------------|---|-------------------|------------|

The registration fee \$865.00 and the hotel costs of \$460.29 were prepaid using a City-issued procurement card assigned to Renee Newton. Therefore, the disbursement to Ms. Asli is \$198.00.

The Board, UPON MOTION duly made and seconded, approved the foregoing travel requests. The President **ABSTAINED** on item no. 3.

MINUTES

Department of Finance - New and Revised AM Policies and AM Policies Recommended for Abolishment

ACTION REQUESTED OF B/E:

The Board is requested to approve the new Administrative Manual (AM) Policies and abolish the policies outlined below.

AMOUNT OF MONEY AND SOURCE:

There are no costs associated with these actions.

BACKGROUND/EXPLANATION:

There are 294 existing policies in the AM and Personnel Manual (PM). The Department of Human Resources (DHR) is committed to reviewing the entire PM and Section 200 of the AM at least once every three fiscal years. The DHR has implemented a new policy review process to ensure that each fiscal year a group of policies will be reviewed utilizing this policy evaluation system. Integral to the policy review process is the Policy Advisory Committee (PAC). The PAC is charged with assisting DHR in establishing policy priorities and providing advice and guidance on policy development, approval and review processes. Most importantly, the PAC will assist DHR in reviewing and vetting policies prior to submission to the Board of Estimates for final approval. Members will be chosen based upon their expertise and intimate knowledge of the City of Baltimore and its existing policies and procedures. The PAC meetings that are held are prompt, precise and purposeful. The meetings are generally held once a month for no longer than two hours a session. On occasion, there are follow-up questions or discussions by email. Once a policy or group of policies has been thoroughly vetted, they are formally submitted to the Mayor's Office for review and approval. Policies that are met with approval are then submitted to the Board of Estimates for final approval.

It is the DHR goal to ensure HR policies are reviewed, revised and established as necessary to ensure that they are easy to understand; organized; consistent with existing policies and/or practices; accommodate business needs; reflective of current law; and reflective of best practices. The following is a list of policies:

MINUTES

Department of Finance - cont'd

AM 200-13 Telework Policy**AM 200-13-1 Telework Agreement**

- *AM 200-13* and *AM 200-13-1* are new policies that were developed to help attract and retain City employees. The policies allow for workplace flexibility and a growing need by City employees for a healthy work-life balance.

AM 200-12 Business Continuity

- *AM 200-12* is a new policy that defines the process by which City Agencies respond to situations that threaten the safety or health of employees or are disruptive to the operation of an Agency or the City.

AM 227-2 Prohibition of Weapons in the Workplace

- *AM 227-2* is a new policy that provides City Agencies guidance on how to maintain a workplace free from firearms and dangerous weapons.

AM 200-8 Political Activity

- *AM 200-8* was revised to include new changes in laws, such as the Hatch Act, and reflect best practices for City employees who engage in political activities. The Policy was also renumbered to reflect the new numbering system in the Administrative Manual 200 series.

AM 204-5 Jury Services and Witness Duty

- *AM 204-5* was revised to update the requirements for providing paid leave to an employee summoned to perform jury duty or appear as a witness.

AM 202-2 Healthcare Benefits Program

- *AM 202-2* was revised to reflect new changes in the administration of employee health benefits for the City; it also consolidates the numerous and always-changing AM policies that address health benefits into a single policy. The Policy was also renumbered to reflect the new numbering system in the AM 200 series.

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Department of Finance - cont'd

AM 205-4 Employee Indebtedness**AM 205-4-1 Notification of Indebtedness (Overpayment)****AM 205-4-2 Notification of Indebtedness - Health Insurance Premium (Benefits)**

- *AM 205-4* was revised to reflect current practices when collecting salary overpayment and benefit deductions from City employees. *AM 205-4-1* and *AM 205-4-2* were revised and created, respectively, to provide City employees with options on how to repay the City for either salary overpayment or benefit deductions. *AM 205-4* and *AM 205-4-1* were also renumbered to reflect the new numbering system in the AM 200 series.

AM 201-4 Employment Eligibility Verification

- *AM 201-4* was revised to reflect current practices on how the City must inspect and verify documentation which establishes both the identity and the employment authorization of all employees; current practices are based on both Federal, State, and Local laws and regulations as well as best HR practices. The Policy was also renumbered to reflect the new numbering system in the AM 200 series.

AM 201-5 Work Permits for Minors

- *AM 201-5* was revised to reflect new state regulations on the issuance of valid work permits to minors who work for the City. The Policy was also renumbered to reflect the new numbering system in the AM 200 series.

AM 201-2 Employee Personnel Files

- *AM 201-2* was revised to reflect best practices on the maintenance of employee personnel files by City Agencies. The Policy was also moved from the PM to the AM and renumbered to reflect the new numbering system in the AM 200 series.

MINUTES

Department of Finance - cont'd

AM 219-1 Tuition and Educational Assistance**AM 219-1-1 Tuition and Educational Assistance Request Form**

- *AM 219-1* was revised to provide new guidelines which allow for City employees to receive reimbursement for qualified educational expenses that are job-related, required in a job-related degree program, prepare an employee for a higher level position, or allow an employee to change careers within the City. The new guidelines were based on updated Union MOUs as well as best practices (so the City can retain and attract City employees). *AM 219-1* consolidates various policies in the AM and PM which addresses tuition assistance into one document. *AM 219-1-1* is a new form for employees to fill out when requesting tuition assistance.

AM 203-4 Reasonable Accommodations**AM 203-4-1 Reasonable Accommodations Request Form**

- *AM 203-4* and *AM 203-4-1* are revised policies that allow for qualified applicants and City employees to seek reasonable accommodations for disabilities. The Policies were revised to reflect new Federal, State, and Local laws and regulations as well as best practices. The Policies were also moved from the Personnel Manual PM to the AM and renumbered to reflect the new numbering system in the AM 200 series.

It becomes necessary to eliminate old and out dated polices as DHR goes about the process of reviewing, revising and establishing new policies, it becomes necessary to eliminate old and out dated policies. The following policies have been recommended for Abolishment:

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Department of Finance - cont'd

AM 204-19 MECU**AM 204-24 Prescription****AM 204-26 Vision Benefits****AM 204-27 Optional Insurance****AM 204-29 Domestic Partnership****AM 216-1 Death Benefits****AM 216-2 Death Benefits Chart****AM 216-2-1 Designation Form**

- *AM 204-19, AM 204-24, AM 204-26, AM 204-27, AM 204-29, AM 216-1, AM 216-2, and AM 216-2-1 are recommended for abolishment because the policies are updated by the Department of Human Resources' Benefits Division annually, making the information in the Policies inaccurate. Main information within the Policies are incorporated in the revised Policy, AM 202-2 Healthcare Benefits Program.*

AM 205-15-1 Obtaining Work Permits for Minors

- *AM 205-15-1 is recommended for abolishment because the process is now incorporated in the revised AM 201-5 Work Permits for Minors.*

AM 205-4-2 Preparing an Entry Ticket**AM 205-4-5 Preparing a Change Notice****AM 204-16 Changes to Recorded Leave****AM 204-16-1 Completing a Bi-Weekly Payroll Attendance Report**

- *AM 205-4-2, AM 205-4-5, AM 204-16, and AM 204-16-1 are recommended for abolishment because the processes in the Policies have been replaced with HRIS.*

AM 205-4-1 Employment Eligibility Verification Form

- *AM 205-4-1 is recommended for abolishment because the Federal Agency, USCIS, requires employers to use the Employment Eligibility Verification Form on their Agency's website.*

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Department of Finance - cont'd

AM 219-2 Repayment of Tuition Reimbursement

- *AM 219-2* is recommended for abolishment because the process is incorporated in the revised Policy, *AM 219-1 Tuition and Educational Assistance*.

AM 204-6 Appearance as a Court Witness

- *AM 204-6* is recommended for abolishment because the process is incorporated in the revised Policy, *AM 204-5 Jury Services and Witness Duty*.

AM 232-1 Permanent Positions and Employees

- *AM 232-1* is recommended for abolishment because the process is incorporated in the Policy, *AM 200-10 Work Hours*, which is in its final review stage. In addition, certain items in the Policy are outdated and do not reflect current practices.

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Telework Policy

The City of Baltimore ("City") is committed to increasing employee productivity and improving talent recruitment by providing employees with work alternatives that enable employees to meet their work and family needs. Teleworking is a work alternative that the City offers to eligible employees when it is beneficial to both the City and its employees. Teleworking does not change the terms and conditions of employment with the City nor should it interfere with operational business needs or the delivery of City services.

I. PURPOSE

The purpose of this Policy is to establish the rules for the use of an alternate work location for employees to perform their usual job duties away from their assigned main office location. The alternative work arrangement is intended to help the City recruit and retain excellent employees; to provide more flexible work arrangements for eligible employees; and to assist in the community effort to reduce outdoor air pollution and traffic congestion attributable to automobile travel. The Policy serves to provide an effective way to meet the needs of the City, its employees, and the community.

II. SCOPE

This Policy applies to all eligible full-time and part-time employees who have successfully completed the City's initial probationary period and who have satisfactory job performance.

III. DEFINITIONS

- A. Alternate Work Location** – An approved work site other than the employee's assigned main office location where official City business is performed.
- B. Dependent Care** – The care provided to infants, toddlers, preschoolers, school-aged children, or adults and elderly adults.
- C. Main Office Location**– The assigned City office location of the employee.
- D. Telework** – An alternative work arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the employee's assigned main office location.
- E. Telework Agreement** – The written agreement between the supervisor and employee that details the terms and conditions of an eligible employee's work away from their assigned

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Telework Policy

main office location. Telework agreements are required for eligible employees who are authorized to telework.

IV. ELIGIBILITY

Participation of employees in the telework program will vary among Agencies depending upon the operational business needs of the particular area and the functions and responsibilities of employees. Initial determination of an employee's eligibility to telework is at the discretion of the immediate Supervisor; however, the ultimate decision to allow an eligible employee or a group of employees within the agency to telework is at the discretion of the employee's Agency Head. In determining whether an employee is eligible to telework, the Supervisor and Agency Head must consider whether:

- Service delivery to internal and external customers will be maintained;
- The Agency will maintain adequate coverage during normal business hours;
- The employee has satisfactorily performed their job responsibilities prior to their telework request as evidenced through current observations and their most recent performance management plan evaluation;
- The employee demonstrates the ability to work independently;
- The position has clearly defined deliverables and measurable tasks and productivity may be effectively quantified with minimal supervisor observation;
- Confidentiality will not be compromised and the arrangement does not require the physical removal of confidential files from the workplace; and
- Increased employee engagement will be supported through improved work-life balance.

V. LIMITATIONS

Teleworking is not appropriate for all employees and no employee is entitled or guaranteed the opportunity to telework or to the continuation of telework. An employee is not eligible to telework if:

- A. The employee's day-to-day essential job functions includes:
1. Continuous in-person customer service;
 2. Direct handling of secure materials determined to be inappropriate for telework by the Agency Head; or
 3. On-site activity that cannot be handled remotely or at an alternative work location.

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Telework Policy

- B. The employee has been disciplined for having a pattern of excessive absenteeism as defined in *PM 305 Attendance Standards Policy (PM 305)*;
- C. The employee has ever been disciplined for violation of *AM 118-1 Electronic Communication Policy (AM 118-1)*; or
- D. The quantity or quality of an employee's work is unsatisfactory.

VI. TERMS FOR TELEWORKING

- A. All employees eligible to participate in the telework program must:
 - 1. Annually complete a Telework Agreement for their Agency and have it on file with their Agency's Human Resources Division ("HR Division"). The Telework Agreement must be refiled by the employee with their Agency's HR Division whenever:
 - a. The employee has a change in direct supervision;
 - b. The employee changes their position, regardless of whether the new position is inside or outside of the Agency; or
 - c. There is a change in the employee's job classification.
 - 2. Adhere to the approved telework schedule and work from an approved worksite;
 - 3. Seek prior approval for any deviation from the approved telework schedule including overtime and compensatory time;
 - 4. Be available by telephone and/or e-mail during scheduled work hours, with the exception of breaks as outlined in *AM 207-1 Work Hours (AM 207-1)* and the employee's respective Union Memorandum of Understanding ("MOU");
 - 5. Account for and report time spent at the alternative work location in the same manner as if the employee reported for work at the main office location;
 - 6. Maintain a level of performance that meets the expectations and timelines for completing all assignments and tasks associated with the position; and

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Telework Policy

7. Not use telework as a substitution for the appropriate use of sick leave.

B. Further, employees eligible to participate in the telework program must acknowledge and agree that:

1. A specific work space is designated at the alternate work location. The employee's alternate work location will be considered an extension of the City's main office location. Therefore, the City will continue to be liable for job-related accidents of employees that occur in the alternate work location during the employee's working hours. Workers' compensation liability is limited to the designated work space as opposed to all areas of the alternate work location. A photograph of the alternate location must accompany *AM 200-13-1 Telework Agreement (AM 200-13-1)*;
2. Teleworking is not a substitute for dependent care. Employees who need to arrange care for dependents while they work at their assigned alternative work location are required to make the same arrangements as when they are at their assigned main office location;
3. The supervisor retains the right to require an employee who teleworks to commute to a City office on a regularly scheduled telework day should a work situation warrant such an action. This situation is expected to be only an occasional occurrence. If the employee is frequently required to return to a City office during a regularly scheduled telework day, the supervisor may reevaluate the compatibility of the employee's position and job responsibilities with teleworking; and
4. The Telework Agreement may be terminated by the supervisor or employee upon one (1) week notice to the other party. In cases involving a security breach or violation of City Policy, teleworking privileges shall be terminated immediately without prior notice.

VII. EQUIPMENT AND TECHNOLOGY

The City will not purchase or reimburse a teleworking employee for equipment necessary to function in a teleworking environment. Employees may use their own technological equipment provided no cost is incurred by the City and it complies with the City's electronic communications and security requirements.

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Telework Policy

- A. The Employee-owned equipment used for teleworking purposes is subject to the following conditions:
1. The equipment must have up-to-date virus protection and licensing software;
 2. The employee is solely responsible for any repairs and maintenance of employee-owned equipment;
 3. All City data and information must be stored on the City's network and not on the employee's personal equipment; and
 4. The City does not assume any liability for loss, theft, damage, or wear of employee-owned equipment as a result of the telework-related activity.
- B. In accordance with *AM 118-1*, an employee using employee-owned equipment to conduct telework-related activity subject their hard drive, software, and/or any other type of electronic storage media to the possibility of a lack of privacy, including the equipment being subpoenaed, due to legal action taken against or by the City.

VIII. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. City employees may have access to confidential and proprietary information not accessible to the general public. Generally, confidential and proprietary information shall not leave the assigned main office location. Further, duplicating or disclosing confidential or proprietary information, unless it serves as a business necessity, is strictly prohibited. When teleworking, employees are required to maintain the same confidentiality of all City information as they would at their main office location. Employees shall also take the necessary precautions to ensure that confidential and proprietary information is protected while in transit between the main office location and alternative work location.
- B. Failure to exercise due care in safeguarding the City's confidential and proprietary information is a job performance matter and will result in disciplinary action, up to and including termination.

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Telework Policy

IX. TRAINING

Each Agency Head shall ensure that all employees eligible to participate in the telework program and all Supervisors/Managers of teleworkers participate in a telework training program offered by the agency or the telework training program offered by the Department of Human Resources ("DHR"). Employees eligible to telework must successfully complete the telework training prior to entering into a Telework Agreement.

X. ROLES AND RESPONSIBILITIES

A. Employee Responsibilities. Employees eligible to telework shall:

1. Initiate the telework approval process;
2. Complete *AM 200-13-1* and DHR's telework training program;
3. Contact MOIT to ensure that telework equipment is in compliance with MOIT standards;
4. Timely submit bi-weekly timesheets in accordance with *AM 205-10 Payroll Systems (AM 205-10)*;
5. Maintain safe working conditions at their alternative work location as the employee would at their main office location;
6. Report any work interruption while at the alternative work location. In the event that the interruption requires the employee to work at the main office instead of teleworking, the employee must immediately notify their Supervisor/Manager; and
7. Report any job-related injury at their alternative work location to their direct supervisor within 48 hours and follow established procedures outlined in *AM 204-10 Job-Related Injury and Illness (AM 204-10)*.

B. Supervisor/Manager Responsibilities. Supervisors/Managers of eligible telework employees shall:

1. Review and submit the eligible employee's Telework Agreement to the Agency's HR Division. If the request to telework is not approved, the Supervisor/Manager must still

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forward the request to the Agency's HR Division with a written reason why they are denying the request and any evidentiary support;

2. Discuss any changes and issues regarding the Telework Agreement or schedule with the employee;
3. Complete DHR's telework training program; and
4. Hold regularly scheduled conferences with the telework employee to discuss assignments during the telework period and any work-related issues while at the alternative work location.

C. Agency's Human Resources Division. Each Agency's Human Resources Division shall:

1. Review all Telework Agreements for consistency with City Policy and place signed form in the employee's official personal file;
2. Maintain a record of all Telework Agreements within the Agency; and
3. Notify all Agency employees of their eligibility to telework.

D. Agency Head Responsibilities. Each Agency Head shall:

1. Establish a procedure under which eligible employees of the Agency may request approval to telework; and
2. Make the final determination of whether employees within their Agency are eligible to telework.

VIII. COMPLIANCE

Violation of this Policy may result in disciplinary action, up to and including termination of employment. All employees are required to promptly report violations of this Policy to the Agency Human Resources Practitioners.

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Telework Policy

IX. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

X. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

XI. RELATED POLICIES

- AM 200-13-1 Telework Agreement
- AM 118-1 Electronic Communications Policy
- AM 204-10 Job-Related Injury and Illness
- AM 204-14 Sick Leave
- AM 205-10 Payroll Systems
- AM 207-1 Work Hours
- AM 228-1 Performance Management Policy for Managerial and Professional Society of Baltimore Covered Employees
- AM 301-10 Computer Systems and Services
- PM 305 Attendance Standards Policy
- PM 350 Discipline
- PM 370 Performance Evaluations

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AM 200-13-1

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Telework Agreement

DEFERRED

Employee Name: _____

Title: _____ Date: _____

Department/ Division: _____ Work Location: _____

Supervisor Name/Title: _____

Teleworking at the City of Baltimore ("City") is the practice of working at home or another alternative work location instead of the City's main office location. It is a work alternative arrangement that the City offers to eligible employees when it would benefit both the City and its employees.

Not all positions are suited for telework. Those positions responsible for providing in-person customer service, direct handling of secure materials determined to be inappropriate for telework by the Agency Head, or requiring on-site presence are not suited for telework. Telework is a privilege which may be granted in accordance with *AM 200-13 Telework Policy*. Determinations will be made by the Immediate Supervisor/Manager and/or the Agency Head.

Employees who telework shall adhere to the City's policy and procedures governing telework as well as all other City policies, procedures, and guidelines, including the acceptable use of information technology. The employee is responsible for maintaining confidentiality and security at the alternate work location.

Section I: To be completed by the Employee

TELEWORK LOCATION AND REPORTING

Outlined below are the specific conditions for teleworking agreed upon by the participating employee and his/her supervisor(s), which must include in each instance a requirement specified by the Agency head that the teleworking employee complete a written document or report itemizing the work done and tasks performed during each teleworking day in detail reasonably satisfactory to the Agency head to be submitted in a form or format approved by the Agency head to the person designated by the Agency head promptly following the teleworking day .

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AM 200-13-1

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Telework Agreement

The employee agrees to work at the following location (include address, phone number, and e-mail address) on telework days:

Address: _____

City: _____ State: _____ Zipcode: _____

Phone Number: _____ E-Mail: _____

TELEWORK ASSIGNMENTS

Provide a brief description of the assignments or duties to be completed at the alternate location:

TELEWORK SCHEDULE

A regular telework schedule, including specific days and hours, must be established and approved by the supervisor prior to beginning a telework schedule. The employee is not to work more than the scheduled hours without advance written approval from the supervisor. The amount of time the employee is expected to work per day or per pay period will not change due to participation in the telework program.

Other circumstances may warrant approval of temporary telework use. Temporary telework may be approved for situations including, but not limited to: (1) recuperation from an injury or illness; (2) emergency weather-related conditions; (3) special work assignment(s) requiring an extended period of uninterrupted time; or (4) other circumstances deemed appropriate by the Agency Head. Because temporary telework is often by its nature not predictable, a pre-set schedule may not be appropriate or necessary.

The employee will telework:

day(s): _____ per week per month Effective Date: _____

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AM 200-13-1

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Telework Agreement

Temporary. Please briefly explain and provide timeframe: _____

Please enter your complete weekly work schedule, including days/hours/locations in and out of the office during the telework week.

| Day | Hours – Include meal period and breaks for each day of your work week (i.e., 8:30 am – 4:30 pm) | Location (City or Alternate Location) |
|-----------|---|---------------------------------------|
| Monday | | |
| Tuesday | | |
| Wednesday | | |
| Thursday | | |
| Friday | | |

WORK SPACE ENVIRONMENT

Participating employees must designate a specific work space at the alternate work location. The employee's alternate work location will be considered an extension of the City's main office location. Therefore, the City will continue to be liable for job-related accidents of employees that occur in the alternate work location during the employee's working hours. Workers' compensation liability is limited to the designated work space as opposed to all areas of the alternate work location. A photograph of the alternate location must accompany this signed agreement.

Describe in detail the specific work space at the alternate location: _____

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AMI 200-13-1

*m**Telework Agreement*

1. Is the work space free of potential hazards that could cause physical harm (frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces)?
- YES NO
2. Are electrical outlets grounded (3 pronged)?
- YES NO
3. Is the furniture being used (i.e., desk, file cabinets, shelves, bookcases) sturdy and adequate for use?
- YES NO
4. Are the rungs and legs of the chair sturdy and free of loose casters (wheels)?
- YES NO
5. Are the phone lines, electrical cords, and extension wires secured?
- YES NO
6. Is the office space neat, clean, and free of obstructions and excessive amounts of combustibles?
- YES NO
7. Is there enough light for reading?
- YES NO
8. Is a fire extinguisher easily accessible from the office space?
- YES NO
9. Is there a working (test) smoke detector within hearing distance of the workspace?
- YES NO
10. Is the area free from distractions (i.e., dependents)?
- YES NO

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AM 200-13-1

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Telework Agreement

Note any additional conditions agreed upon by the applicant and supervisor(s):

PRINT FORM AND FOLLOW REMAINING DIRECTIONS TO BEGIN APPROVAL PROCESS

Certifications

I certify that all information contained in this checklist is true and complete to the best of my knowledge. I understand that any erroneous, misleading or fraudulent information is sufficient grounds for my preclusion from teleworking and/or disciplinary action.

Further, I understand that this telework agreement is not an employment contract and may not be construed as such. I certify that I have read, understand, and agree to comply with the terms of the City's Telework Policy and the specific terms of this agreement.

Teleworker Signature
(Approved in accordance with the considerations noted above)

Date

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AM 200-13-1

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Telework Agreement

Section II: To be completed by the Immediate Supervisor/Manager, or Agency Head

Approved telework agreements are subject to review and renewal no less frequently than annually, twelve months from the date the arrangement began or was last renewed.

Whenever there is a change in supervision, the unit will review and determine whether to continue all alternate work schedules.

In approving this request for telework, I have considered whether:

- Service delivery to internal and external customers will be maintained;
- Operational requirements will be met;
- Adequate coverage for offices or operations will be maintained during normal periods of public service;
- Satisfactory performance of the employee is evidenced by the most recent performance evaluation;
- There will be a positive impact on the environment;
- Increased employee engagement will be supported through improved work/life balance; and/or
- There will be any budgetary impact of such a request.

Immediate Supervisor Signature
(Approved in accordance with the considerations noted above)

Date

Agency Head
(Approved in accordance with the considerations noted above)

Date

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AM 200-12

*m****Business Continuity Policy***

The City of Baltimore ("City") is committed to the safety of its employees and the continuity of critical business and services under any circumstances, including disaster, crisis, emergency, or other unplanned event whether natural or man-made. In certain instances, it may be necessary to take protective action, which may include closing a location or the entire City, as a safety or health measure. It is the objective of the City to resume all normal operations as soon as feasible following an emergency.

I. PURPOSE

The purpose of this Policy is to define the process and establish criteria by which the City responds to situations that threaten the safety or health of employees or are disruptive to the operation of an Agency or the City.

II. SCOPE

This Policy applies to all employees involved in the City's operations, including, but not limited to, full-time and part-time employees, and temporary employees.

III. DEFINITIONS

- A. Continuity of Operations Plan ("COOP")** - encompasses a loosely defined set of planning, preparatory, and related activities which are intended to ensure that the City's critical business functions will either continue to operate despite serious incidents or disasters that might otherwise have interrupted them, or will be recovered to an operational state within a reasonably short period of time.
- B. Emergency Closing Conditions** – Conditions determined to be hazardous to life and/or safety of both the general public as well as employees at a specific location, worksite, or the City at large. Examples of emergency closing conditions include, but are not limited to: bomb threats; significant breaks in heat, power, or water services; contagious or dangerous illnesses; infestations; contamination of air, water, or food; violent crime; explosion; fires; natural disasters, such as severe snow storms, hurricanes and earthquakes; external disasters, such as train or airline crashes; chemical spills; civil unrest; terrorist acts; or any conditions that are specifically determined to be hazardous to the life and safety of the employees, and the general public.
- C. Emergency Essential Employee**- Employees who are required to work during emergency conditions because their positions have been designated by their Agency Head (or designee) as necessary in response to a specific emergency situation in compliance with

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AM 200-12

*m****Business Continuity Policy***

the Agency's COOP. Emergency essential employees are required to report to work or remain at work as scheduled or as otherwise specifically directed due to the nature of the emergency or disaster. Employees will be informed when they are designated as emergency essential for an incident, and will return to their non-essential designation when their Agency deems their duties no longer necessary for that incident.

IV. CONTINUITY PLANS

A. Agency Plans. In accordance with *AM-110-01 Continuity of Operations Plan (AM 110-1)*, each Agency must have a COOP established for when an event occurs that has the potential of interrupting operations at that Agency's physical location. COOPS must be filed with the Office of Emergency Management. Each Agency will determine the parameters of its COOP. Each Agency plan should include specific procedures outlining how the Agency will: respond to, mitigate, and recover from emergencies; establish the chain of command, including designation of essential and emergency essential employees; communication protocol to ensure that accurate information is provided to employees on a timely basis; and define roles and responsibilities of employees.

B. City Plans. Emergency conditions may arise that affect the City at large. Under these emergency conditions, the City may: close entirely and cease operations; close while asking essential employees to report; close during operating hours while asking essential employees to remain and/or report; delay opening while asking essential employees to report; or provide an early release due to an emergency. Only the Mayor, by Executive Order, may authorize the closing of the City. In the event of emergency closing conditions, the Mayor's Office, in consultation with the Office of the Labor Commissioner, Department of Human Resources and applicable City Officials, will be charged with assessing the situation and applying the appropriate City policies or modifying them as necessary to address the situation at hand. In the case of a pandemic or other wide-spread health emergency, special guidelines may be established by the Department of Human Resources in conjunction with the Health Department.

1. City plans for the emergency conditions listed below shall be published by the Mayor's Office as soon as practical and annexed to this Policy.

- i. **State of Emergency:** States of emergency may be declared by head officials of the State of Maryland or the City. A state of emergency is operationalized by

MINUTES

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AM 200-12

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Business Continuity Policy

accompanying executive orders that may declare a curfew, prohibit travel, control traffic, designate areas as emergency shelters, and close public places of assembly. States of emergency do not mean that the City is closed, unless so stated.

- ii. **Pandemics:** An outbreak of a disease or illness that occurs over a wide geographic area and affects an exceptionally high proportion of the population. Recent pandemic outbreaks include: H1N1 (swine flu), Severe Acute Respiratory Syndrome (SARS), and Ebola.
- iii. **Vector-Borne Disease:** An illness caused by an infectious microbe that is transmitted to people by blood-sucking arthropods. The arthropods (insects or arachnids) that most commonly serve as vectors include: blood sucking insects, such as mosquitoes, fleas, lice, biting flies, and bugs; and blood sucking arachnids such as mites and ticks. Vector-Borne diseases include, but are not limited to, Lyme disease, West Nile virus infections, and Zika virus.
- iv. **Bed Bug Infestations:** A wingless, bloodsucking bug (*Cimex lectularius*) that feeds on human blood. The adult bed bug is oval, flat, and about a 1/4-inch long. Adult bed bugs are brown, but appear reddish-brown when engorged with blood and resembles an apple seed. Infestation is the presence of bed bugs at a location in large numbers such that they are likely to cause damage or annoyance.
- v. **Other Catastrophic Events:** A sudden natural or man-made situation where change and destruction may occur without prior knowledge, notice, or preparation. Such occurrences may limit normal functions in daily living including communications and travel.

V. CLOSURE AND RELOCATION

City of Baltimore operations will remain open during emergency conditions that do not pose an immediate life, health, or safety risks to its employees unless otherwise directed by the Mayor in consultation with the affected Agency Head. Unless the City, building, and/or worksite have been declared closed, all employees are expected to report to work.

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AM 200-12

*m****Business Continuity Policy*****A. Closure**

1. **City Closure.** Only the Mayor, by Executive Order, may authorize the closing of the City.
2. **City Building and/or Worksite Closure.** An Agency Head in consultation with Risk Management and Office of the Labor Commissioner shall make a recommendation to the Mayor to declare a worksite closed. If the worksite is temporarily or permanently closed, employee leave and notice is determined in accordance with *AM 204-22 Inclement Weather and City Emergencies Policy (AM 204-22)*.
3. **Non-City Building and/or Worksite Closure.** Employees who work in a building and/or worksite that is not owned and operated by the City will be given the name and telephone number of a contact person to call if their building is closed. If the worksite is temporarily or permanently closed, employees will report to the Agency's main office or alternative work site where arrangements can be made. Employee leave and notice is determined in accordance with the *AM-204-22*.

B. Relocation

1. If a worksite is temporarily or permanently closed, employees may be directed to report to an alternative worksite. Agency management should make every effort to relocate employees to an alternative worksite in lieu of work stoppage. It is the Agency Head's discretion to allow employees to use leave once an alternative worksite has been identified.
2. It is the Agency Head's discretion to allow employees to telework in order to ensure business continuity. Telecommuting is not appropriate for all employees and no employee is entitled or guaranteed the opportunity to telecommute.

VI. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

MINUTES



a AM 200-12
m ***Business Continuity Policy***

VII. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

VIII. RELATED POLICIES

- AM 110-01 Continuity of Operations Plan
- AM 204-4 Vacation and Personal Leave Policy
- AM 204-13 Time-Off by Executive Order
- AM 204-14 Sick Leave
- AM 204-22 Inclement Weather and City Emergency Policy

MINUTES


a

AM 227-2

m ***Prohibition of Weapons in the Workplace***

The City of Baltimore ("City") is committed to maintaining a work environment that is safe for individuals working for the City and its citizens. To achieve this objective, the City is committed to taking a strong stand against firearms and weapons in the workplace by strictly enforcing this Policy.

I. PURPOSE

To promote a safe and incident-free environment for individuals working for the City, citizens, and visitors, and to maintain a workplace free from firearms and dangerous weapons, the City prohibits the possession, use, or sale of weapons, firearms, or explosives while on City-owned or leased property; while operating City machinery, equipment or vehicles; or while engaged in City business off premises, including circumstances where an individual may have a valid license or permit authorizing him/her to carry a firearm, unless expressly authorized by the City and/or required by federal, state, and local law.

II. SCOPE

This Policy applies to all individuals working for the City, including full and part-time employees, contractual employees, volunteers, interns, independent contractors, staffing agency workers, and any other person(s), whether or not compensated, who perform work on behalf of the City or on City-owned or leased property. This Policy also applies to individuals who conduct business on City-owned or leased property and visitors of such premises. Further, this Policy applies to individuals who have a valid permit to carry a firearm.

The City recognizes that many job classifications in the City require the use of certain equipment/tools for employees occupying positions in those classifications to carry out the functions of their positions. This Policy exempts work-issued and work-authorized equipment from coverage, except where they are used for non-permitted/non-work related purposes, such as causing bodily harm to others or the destruction of property.

Sworn members of the Baltimore City Police Department ("BCPD") and any other individuals expressly authorized by the City and/or required by federal, state or local law to carry a firearm, weapon, or explosive are excluded from the application of this Policy.

III. DEFINITIONS

- A. City Event:** Any occasion (concert, street fair, etc.) that is sponsored or co-sponsored by the City.
- B. City Property:** All property owned or leased by the City, including machinery, equipment, vehicles, parking lots, garages, and yards.
- C. Firearm, Weapon and Explosive:** For purposes of this Policy, the terms "firearm" "weapon" and "explosive" include, but are not limited to the following:

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AM 227-2

m

Prohibition of Weapons in the Workplace

1. Handguns, pistols, revolvers, shotguns, rifles, b-b guns, or other loaded or unloaded weapons from which a projectile may be discharged by means of gas, compressed air, or explosives;
2. Any device designed as a weapon and capable of bodily harm, such as stun guns, Tasers, hunting knives, switch blades, brass knuckles, nun chucks, sling shots, pepper spray, and other similar weapons;
3. Combustible or flammable liquids or noxious fumes, and chemicals intended to be used as weapons;
4. Bombs, Molotov cocktails, fireworks, dynamite, and other types of explosive devices; and
5. Items not designed to cause injury but are intended by the user to cause apprehension of imminent bodily injury. Examples of such items include but are not limited to eating utensils, work equipment, scissors, and pens.

D. Work Site or Workplace: Any location whether owned or leased by the City or any other location not owned or leased by the City where a City employee, vendor, contractor, agent, temporary worker, or volunteer is carrying out the responsibilities and duties of his/her job on behalf of the City.

IV. PROHIBITED CONDUCT

- A.** The possession or transportation of firearms, weapons, or explosives are strictly prohibited in City vehicles and includes, but not limited to: (1) traveling to and from work; (2) when conducting City business; and (3) at all times in City-owned or leased vehicles, machinery and equipment.
- B.** The possession of firearms (even under circumstances where the person has a permit to carry a firearm), weapons, or explosives while on City Property or at a City Event is strictly prohibited.

V. RESPONSIBILITIES

The safety, welfare, and well-being of City employees, visitors, and persons conducting business with or on behalf of the City are the principle concerns of this Policy. No person should ever jeopardize his/her own safety or that of others when observing this Policy. It is therefore required that no one attempt to disarm any person in possession of a firearm, weapon, or explosive. Instead, any such violations should be reported to a supervisor or where there is a possible threat of bodily harm, notify the BCPD by dialing 9-1-1.

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AM 227-2

m

Prohibition of Weapons in the Workplace

- A. Employees.** It is the responsibility of each employee to seek clarification as to whether an item or instrument is deemed a firearm or dangerous weapon prior to bringing the item or instrument onto City Property or a City Event. Employees seeking clarification should contact their immediate supervisor or, where applicable, building security prior to bringing the item onto City Property or a City Event. Employees are encouraged to report violations of this Policy to their supervisor or their Agency Human Resources Practitioner. When there is a possible threat of bodily injury, 9-1-1 should be called immediately.
- B. Supervisors and Managers.** All supervisors and managers who become aware of any person violating this Policy shall immediately notify the Agency Human Resources Practitioner, his/her immediate supervisor, and/or the BCPD, where applicable.
- C. Agency Human Resources Practitioners.** Agency Human Resources Practitioners shall immediately notify the Agency Head of any violation of this Policy, regardless of whether the violation is committed by an employee, a visitor, or a person conducting business with the City or on the City's behalf. Agency Human Resources Practitioners are responsible for ensuring that each employee completes a statement acknowledging receipt and understanding of this Policy. It is also the responsibility of the Agency Human Resources Practitioners to ensure that a copy of this Policy is conspicuously posted in a central area of the workplace and visible to employees, visitors, and persons conducting business with or on behalf of the City.
- D. Agency Head.** The Agency Head, or designee, is generally responsible for enforcing this Policy and administering discipline for violations of this Policy up to, and including, termination.

VI. CONSEQUENCES FOR VIOLATIONS

- A.** Any individual working for the City found in violation of this Policy is subject to disciplinary action up to and including termination.
- B.** Any person not working for the City who violates this Policy will be removed immediately from City property and his/her conduct will be reported to the proper authorities.
- C.** Possession of a weapons permit authorized by the State of Maryland is not an exemption under this Policy.

VII. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

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a AM 227-2

m ***Prohibition of Weapons in the Workplace***

VIII. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

IX. RELATED POLICIES

- AM 227-1 Workplace Violence Policy
- AM 227-1-1 Procedures for Avoiding Physical Attack
- AM 227-1-2 Workplace Violence Incident Report
- AM 227-1-3 Memo – Protective Order Notification
- AM 227-1-4 Memo Sample – Performance Improvement Plan
- AM 227-1-5 Acknowledgement of Workplace Violence Policy

MINUTES


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AM 200-8

*m****Political Activity***

The City of Baltimore ("City") encourages employees to exercise their right to participate in or refrain from engaging in political processes, including the ability to express any political opinion, without fear of penalty or reprisal. However, the City, as a local government, is subject to federal, state, and local laws and regulations regarding restrictions on political activities.

I. PURPOSE

This policy establishes substantive and procedural requirements for a City employee who either:

- Files as a candidate for elective and public office;
- Acts in an official campaign capacity for an individual running for elective and public office; or
- Is not a candidate for elective and public office.

II. SCOPE

This policy applies to all employees and individuals involved in the City's operations. All elected City officials are excluded from the requirements of this Policy.

III. POLITICAL ACTIVITIES

A. Permissible Activities. A City employee may engage in political activity to the extent not expressly prohibited by law or applicable policy. Permissible activities include, but are not limited to:

1. Registering, voting, and otherwise participating in elections;
2. Becoming a candidate for and holding public office in accordance with City policy;
3. Expressing opinions privately and publicly on political subjects;
4. Participating in political organizations;
5. Participating in political campaigns;
6. Engaging in political management; and
7. Running for a political office without requesting leave of absence.

- a. A City employee's request for leave to campaign should be treated as any other request for leave.

B. Prohibited Activities. A City employee shall not:

1. Utilize their City positions to interfere with a political nomination or election;
2. Utilize the City's electronic communications systems for any "non-government business uses," including "sending political messages;"
3. Utilize City publications, equipment, vehicles, facilities, postage, letterhead, official stationary, funding to support or oppose any political candidate or political party;

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AM 200-8

m***Political Activity***

4. Engage in political activity (including soliciting political contributions or participation in a candidate's campaign) while on the job during working hours;
5. Coerce any other individuals involved in City operations to contribute anything of value to any political cause;
6. Advocate the overthrow of the government by unconstitutional or violent means;
7. Place or affix any political campaign materials on City property (including buildings and city vehicles);
8. Wear any political campaign materials while on duty or while working in an official, City capacity;
9. Knowingly request or solicit the payment of any political contribution, assessment, or subscription from any person in the Civil Service; and
10. Intentionally use the prestige of office or position for private gain or that of another.

IV. SPECIAL REQUIREMENTS

A City employee may be subject to certain requirements of the federal government relative to working in an agency which receives federal funds and to stipulations entailed in the Hatch Act Section 1502.

- A. **Hatch Act.** A City employee is subject to the Hatch Act if the employee:
 - i. Works for the executive branch of state or local government;
 - ii. The employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency;” and
 - iii. Performs duties in connection with those financed activities.
- B. **Hatch Act Restrictions.** In addition to the requirements listed under *Section III. Political Activities*, an employee covered by the Hatch Act shall not:
 - i. Use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; and
 - ii. Directly or indirectly coerce, attempt to coerce, command, or advise a covered state or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
- C. **Hatch Act Prohibition.** An employee covered by the Hatch Act whose salary is, paid *completely*, directly or indirectly, by loans or grants made by the United States or a Federal agency may not be a candidate for public office in a partisan election unless that person is currently holding an elective office. However, an employee may be a candidate for public office in a nonpartisan election.

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AM 200-8

m***Political Activity*****V. CITY REQUIREMENTS**

Provided that the City employee is not subject to the federal requirements as stipulated, the following requirements shall apply:

- A. Running an Office.** Any City employee running for an elective and public office must request a leave when absent from working, i.e., to include vacation leave, personal leave, and compensatory time, or leave of absence without pay. Sick leave cannot be used for such purposes.
- B. Winning an Office.** A candidate who is successful in winning the elective office is eligible to return to their City position until they are duly sworn and qualified for the position unless a conflict develops concerning their City duties as an employee.
- C. Losing an Office.** A candidate who is unsuccessful in election to public office may return to their position.

VI. COMPLIANCE

An employee is found to be in violation of this Policy shall be subject to sanctions to include dismissal as determined by City rules and regulations. Before taking any adverse employment action, City employees must first contact the Law Department.

VII. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

VIII. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

IX. RELATED POLICIES

- AM 208-2 Elective Office: State Service and Service in Other Jurisdictions
- AM 118-1 Electronic Communications Policy

MINUTES

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AM 204-5

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Jury Service and Witness Duty

The City of Baltimore ("City") recognizes that jury service and witness duty are an important civic responsibility, and all employees are encouraged to fulfill these obligations.

I. PURPOSE

The purpose of this policy is to establish the requirements for providing paid leave to an employee summoned to perform jury duty or appear as a witness (to testify on behalf of the federal, state, or local government).

II. SCOPE

This policy applies to all employees and individuals involved in the City's operations, including, but not limited to, full-time and part-time employees, probationary employees, as well as elected officials and their appointed staffs.

III. PAID LEAVE

Employees required to perform jury duty or subpoenaed as a witness as described below, will be granted paid time off from their regular work schedule for the period of their service and will not be required to use their own accrued vacation, personal, sick, or compensatory leave.

A. Jury Duty

An employee who is summoned to perform jury duty, including grand jury duty, shall be granted jury service leave with pay.

B. Witness Service

An employee subpoenaed as a witness to testify on behalf of the federal, state, or local government, shall be granted jury service leave with pay.

C. Other

Employees who are subpoenaed to appear in court for other reasons may use paid leave, as appropriate, or leave without pay.

IV. NOTICE AND VERIFICATION

A. Notice

When an employee is summoned to serve as a juror or subpoenaed to appear in court, the employee must inform the immediate supervisor as soon as possible regarding the anticipated absence from work. A copy of the summons or subpoena must be provided with the request for leave by the employee to the supervisor as soon as practical.

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AM 204-5

*m****Jury Service and Witness Duty*****B. Verification**

Upon completion of jury duty or witness duty, but no later than two (2) business days after completion of service, an employee must provide their supervisor with official verification that the leave was due to jury service or witness duty.

V. POSTPONMENT OF SERVICE

On occasions where scheduled jury service is expected to cause operational hardship to an Agency, the employee may be asked to request a postponement. In such cases, the employee will be responsible for contacting the court and making the request. City Agencies will make every effort to manage operational challenges without having to resort to postponement.

VI. REPORTING BACK TO WORK

An employee who is dismissed from jury service or witness duty before the end of the workday will be expected to return to work. However, an employee who has performed four (4) or more hours of jury service or witness duty (inclusive of travel time) will not be required to report to an evening work shift that begins either:

1. On or after 5:00 p.m. on the day of the employee's jury service or witness duty; or
2. Before 3:00 a.m. on the following day. In these cases, the employee should report back on his or her next scheduled work shift.

VII. RETALIATION PROHIBITED

This policy strictly prohibits any form of retaliation (or threats of retaliation) for requesting or taking leave under this policy. Any retaliation by a supervisor will result in disciplinary action, up to including discharge from employment. Concerns about retaliation should be promptly reported to the Agency's Human Resources Practitioner.

VIII. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

IX. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

X. RELATED POLICIES

AM 202-1 Compensatory Leave

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AM 204-5

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Jury Service and Witness Duty

AM-204-4 Vacation and Personal Leave
AM-208-1 Leave of Absence without Pay

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MINUTES


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AM 202-2

*m****Health Care Benefits Program***

The City of Baltimore ("City") recognizes the relationship between key benefits such as health care insurance and welfare benefit programs and a healthy workforce. To help City employees make an informed choice regarding their health coverage options, this Policy outlines the various programs available to employees, key resources, and requirements that affect all benefits sponsored by the City.

I. PURPOSE

The purpose of this Policy is to establish the guidelines for determining the administration of employee health benefits for the City of Baltimore ("City").

II. SCOPE

This Policy applies to eligible employees who elect to enroll in health care benefits programs sponsored by the City.

III. AVAILABLE PROGRAMS

The City offers several health care and welfare benefits plan options to employees that provide coverage for medical, prescription drug, vision, term life insurance, Accidental Death & Dismemberment ("AD&D") insurance, flexible spending and dental benefits. City employees may not be enrolled in more than one City-sponsored medical, prescription, vision, term life insurance, flexible spending or dental plan at a time. The type of medical, dental, prescription drug, and vision benefits provided will differ among the various provider plans available to employees.

IV. INFORMATION RESOURCES

For specific information, contact the Employment Benefits Division or the Agency's Human Resources Practitioner. Employees may also find additional information about the benefits sponsored by the City on the enrollment website, <https://www.baltimorecity.cssbenefits.com/essenroll.asp>. For additional information on the City benefits programs currently available and related costs, DHR's Employee Benefits Division may be reached by telephone at (410) 396-5830.

V. DATES OF COVERAGE**A. Effective date of coverage**

Coverage for new hires will become effective on the first day of the calendar month following the employee's commencement date.

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AM 202-2

m **Health Care Benefits Program****B. End date of coverage**

Coverage for employees will end on the last day of the calendar month in which the employee's separation occurs.

VI. ENROLLMENT**A. New Employees**

May apply for coverage under one of the health care programs offered through the Employee Benefits Division by visiting the website (*See Section IV. Information Resources*) within forty-five (45) days of their date of commencement. Employees that elect not to enroll in benefits within the forty-five (45) day period must wait until the next scheduled annual Open Enrollment period to enroll.

B. Open Enrollment

Eligible employees that wish to enroll in a health care plan sponsored by the City may enroll during the scheduled annual open enrollment period. In addition, employees currently enrolled in a City-sponsored health plan may change their election only during an annual open enrollment period, unless the employee has a qualifying life event. Failure by current employees to enroll in a City-sponsored health plan when scheduled will result in the employee's coverage rolling over.

C. Enrollment after a Leave of Absence ("LOA")

Employees returning from an approved leave of absence for more than ninety (90) of days may apply for health care coverage by contacting the Employee Benefits division within sixty (60) days from their return to work date.

VII. QUALIFYING LIFE EVENT

A qualifying event is a change in the employee's life status that allows a corresponding change in the employee's benefits. Some examples include marriage, divorce, birth of a newborn or adoption, and spousal loss of coverage. Once an employee is enrolled in health benefits, a change cannot be made unless there is a Change in Status or a qualifying event. The employee has sixty (60) days from the date of the event to notify and submit to the City an enrollment change due to a Change in Status. New dependents must be added to a health plan within sixty (60) days of a qualifying event. The employee will make the necessary elections using the City of Baltimore's enrollment website, <https://www.baltimorecity.essbenefits.com/essenroll.asp>. Failure to submit documentation

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AM 202-2

iii Health Care Benefits Program

within sixty (60) days of the qualifying life event will result in the employee being unable to change benefit elections until the next annual open enrollment period.

VII. SEPARATION FROM CITY SERVICE

Employees who separate from City service may be eligible to continue participation in their health care program under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") (*AM 204-28 COBRA*).

VIII. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

IX. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

X. RELATED POLICIES

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|-------------|--|
| AM-203-2 | Family and Medical Leave |
| AM-204-28 | COBRA |
| AM-204-14 | Sick Leave |
| AM-208-1 | Leave of Absence Without Pay 30 Calendar Days or Less Overview |
| AM-204-11-5 | Continuation of Benefits While on Military Leave |
| PM-220 | COBRA |
| PM-220-1 | COBRA Rules and Procedures |
| PM-240 | Employee Benefits Unit |
| PM-290 | Health Providers Telephone Directory |

MINUTES

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AM 205-4

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Employee Indebtedness

The City of Baltimore ("City") recognizes that prudent fiscal control includes the active collection of all indebtedness. Employees may become indebted to the City for a variety of financial reasons and therefore has an obligation to repay. Employees who fail to resolve any debt owed to the City may be subject to disciplinary action, garnishment of wages, or a collections process.

I. PURPOSE

The purpose of this Policy is to establish the rules for collecting salary overpayments and benefit deductions. All employees are expected to diligently monitor their pay, including insurance premiums; report any discrepancies to the immediate supervisor or Agency payroll clerk; and promptly pay any and all debts owed to the City.

II. SCOPE

This Policy applies to all employees and individuals involved in the City's operations, including, but not limited to, full-time and part-time employees, temporary employees, probationary employees, and seasonal employees. This Policy is in addition to, and not a substitute for, any other rights the City may have for collection of employee indebtedness.

III. NOTIFICATION

In the event of employee indebtedness, the Central Payroll Division: Bureau of Accounting and Payroll Services – Department of Finance ("CPD") has an obligation to recover funds. Debt may be detected by an employee, an Agency, or CPD staff. If debt is detected by the Agency, the employee will receive *AM 205-4-1 Notification of Employee Indebtedness (AM 205-4-1)* by the Agency's Human Resources Practitioner.

A. Initial Notification. Once CPD is notified of the amount owed by the employee from the employee's Agency, the employee will receive written notification of the debt. The written notice will inform the employee, at minimum, the reason for indebtedness; the amount of the debt; and the time period (which varies upon the course of action taken by the employee) in which the employee must pay their debts, contest debts, or have pay garnished voluntarily or involuntarily through payroll deduction. The written notice will also indicate that the employee may dispute the debt, in writing, within five (5) business days of receipt.

B. Dispute of Process. An employee who disputes an indebtedness must include a full explanation in their response and backup documentation to substantiate their claim. CPD

MINUTES

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AM 205-4

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Employee Indebtedness

will notify the employee, in writing, of the final determination within five (5) business days. The employee may appeal the determination to the Central Payroll Manager within five (5) business days, and the Manager must respond within five (5) business days of receipt of response by CPD. If the debt remains unpaid after thirty (30) business days of CPD's final determination and no arrangement for repayment have been made, the collection process will begin to collect the debt. Further, the employee may be subject to discipline, up to and including termination.

1. If the full explanation is denied and the employee wants to repay by payroll deduction, then the employee must sign and return *AM 205-4-1*. The employee must state the amount of the payroll deduction (in accordance with the minimum deductions outlined in *Section V. Repayment Installments Through Payroll Deduction* below).

- C. **Failure to Respond.** If, after ten (10) business days from when the Agency notified the employee of an overpayment, CPD has not received a letter of protest, a signed installment election form, the uncashed erroneous paycheck, or an employee's personal check or money order for the net amount of the overpayment, CPD will proceed with recovery via payroll deduction (in accordance with *Section IV. Collection Process* below). Recovery in this circumstance will be made at the minimum deduction cited below until the overpayment is fully satisfied.

IV. COLLECTION PROCESS – TEMPORARY EMPLOYEES

- A. Overpayment is recoverable immediately upon notification. If the debt is not repaid upon receipt of notice, subsequent pay will be garnished until there is complete recovery of funds (in accordance with the minimum deductions outlined in *Section V. Repayment Installments Through Payroll Deduction* below). Agencies must obtain the employee's signature on a memo acknowledging the payroll deduction. An employee who fails to do so may be terminated.
 1. If the employee is terminated and an unpaid balance remains, the Department of Finance will issue the employee a "Miscellaneous Bill." If the bill is not paid, the Collections Division of the City Law Department will file for a judgment against the employee. If the Court finds in favor of the City, the employee's earnings from any subsequent employer will be garnished until the principal amount (plus court costs, legal fees, and interest) is paid in full.

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AM 205-4

*m**Employee Indebtedness*

V. COLLECTION PROCESS – REGULAR EMPLOYEES

A. Debt Due to Overpayment

1. Regular employees who have been overpaid by an amount of five percent (5%) or less (but not exceeding \$100) of their weekly or biweekly base salary or average regular earnings will have the overpayment deducted from a subsequent pay. CPD will notify an Agency when such action will be taken, and the Agency will inform the employee.

Employees who have been overpaid in excess of five percent (5%) or more than \$100 have four courses of action available to them:

- a. They may return the erroneous check, and CPD staff will issue the appropriate replacement check (usually within one business day);
- b. They may reimburse the net amount of the overpayment by personal check or money order made payable to the Director of Finance;
- c. They may agree to the recovery of the gross overpayment in full by payroll deduction from their next pay; or
- d. They may agree to an installment repayment plan by payroll deduction (see *Section V. Repayment Installments Through Payroll Deduction* below).

If an overpayment exceeds \$1,000, recovery of all or a portion of the excess may be made by a “cash-in” of accrued vacation or personal leave days. Requests for such consideration must be made in writing by the employee to CPD, who will send the request to the Director of Finance or its designee will approve or disapprove such request.

Upon collection of overpayment, CPD staff will correct year-to-date records.

B. Debt Other than Overpayment

1. **Recovery of Insurance Premiums.** Employees who go on Leave Without Pay status are solely responsible for payment of their health insurance premium during that timeframe. Upon the employee’s return, they have the opportunity to enroll in a payroll deduction plan in accordance with *Section V. Repayment Installments Through Payroll Deduction* below. If the employee does not voluntarily elect to enroll in the payroll deduction plan within two weeks of their return, a double deduction of the insurance premiums will occur until the debt is paid in full.

MINUTES


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AM 205-4

*iii***Employee Indebtedness****VI. REPAYMENT INSTALLMENTS THROUGH PAYROLL DEDUCTION**

All repayments must be made within a 12 month period. In order to protect the City's interests, decrease the processing burden, and assist Agencies in controlling their operating budgets, CPD has set the following minimum amounts for payroll deductions:

1. Regular employees with annual base salaries of \$60,000 or more: \$100 per biweekly pay;
2. All other regular employees paid on a biweekly basis: \$50 per biweekly pay; and
3. Regular employees paid on a weekly basis: \$25 per week.

The Central Payroll Manager may approve other repayment plans in individual cases where, for example, the Agency and the employee can demonstrate extraordinary financial hardship caused by a minimum deduction as shown above.

VII. TRANSFERS AND SEPARATION**A. Employees Separating from the City**

If an employee remains in debt to the City upon separation from the City, this Policy will follow *AM 205-7, Separation and Payment at Termination (AM 205-7)*, which states that "payment for leave will be withheld in an amount equal to the employee's indebtedness." If any unpaid balance still remains, the Department of Finance will issue a "Miscellaneous Bill" to the employee. If the employee does not pay the bill, the Collections Division of the City Law Department will file for a judgment against the employee. If the Court finds in favor of the City, the employee's earnings from any subsequent employer will be garnished until the principal amount (plus court costs, legal fees, and interest) is paid in full.

VIII. COMPLIANCE

Violation of this Policy may result in garnishment of wages, a collection process, or disciplinary action, including termination of employment.

IX. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

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AM 205-4

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Employee Indebtedness

X. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

XI. RELATED POLICIES

- AM-205-4-1 Notification of Employee Indebtedness (Memo to the Employee)
- AM-205-4-2 Notification of Employee Indebtedness – Health Insurance Premium (Memo to the Employee)
- AM-205-7 Separation and Payment at Termination

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AM 205-4-1

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*Notification of Employee Indebtedness
(Memo to the Employee)*

FROM (Agency Representative): _____

TO (Employee): _____

DATE: _____

RE: Employee Indebtedness

Following consultation with the Central Payroll Division ("CPD"), we have determined that you owe _____ due to overpayment. Due to the nature of your employment and the type of debt owed, please see Section I: Repayment Option # ___ below for your available repayment options.

You have ten (10) business days to notify CPD in writing if you wish to contest the validity of the debt owed. You must provide an explanation and documentation to substantiate your claim.

Section I: Repayment Options

1) If you are a temporary employee:

In accordance with City policy, *AM-204-4 Employee Indebtedness*, the debt will be recovered by:

- Repayment of the net amount of \$ _____ by personal check payable to the Director of Finance.
- Recovery of the full amount from you next pay(s).

Please check the appropriate box above and sign Sections II and III to acknowledge this notification.

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AM 205-4-1

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*Notification of Employee Indebtedness
(Memo to the Employee)*

- 2) **If you are an employee who was overpaid by 5% or less (but not exceeding \$100) of your weekly/bi-weekly gross salary or average regular earnings:**

The following repayment options are available to you:

- Since your overpayment equals 5% or less (but not exceeding \$100) of your weekly/bi-weekly gross salary or average regular earnings, the overpayment will be deducted from your pay for a period ending _____.
- You may return the erroneous check, and the CPD staff will issue the appropriate replacement check (usually within one business day).
- You may reimburse the net amount (\$ _____) of the overpayment by personal check made payable to the Director of Finance.

Please sign Sections II and III to acknowledge this notification.

- 3) **If you are an employee who was overpaid by more than 5% or more than \$100 of your weekly/bi-weekly gross salary or average regular earnings:**

The following repayment options are available to you:

- You may return the erroneous check, and the CPD staff will issue the appropriate replacement check (usually within one business day).
- You may reimburse the net amount (\$ _____) of the overpayment by personal check made payable to the Director of Finance.
- You may agree to the recovery of the overpayment in full by payroll deduction from your next pay.
- You may request a repayment plan by payroll deduction – the minimum amount of the deduction is \$ _____.

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AM 205-4-1

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*Notification of Employee Indebtedness
(Memo to the Employee)*

"Cash-in" of accrued vacation or personal leave days (if overpayment exceeds \$1,000).

Please check the appropriate box above and sign Sections II and III to acknowledge this notification.

Section II: Acknowledgement

If, after ten (10) business days from when the Agency notified the employee of an overpayment, CPD has not received a letter of protest, a signed installment election form, the uncashed erroneous paycheck, or an employee's personal check or money order for the net amount of the overpayment, CPD will proceed with recovery via payroll deduction. Recovery in this circumstance will be made until the overpayment is fully satisfied.

Upon collection of overpayments, CPD staff will correct year-to-date records.

Employee's Signature: _____ **Date:** _____

Original to Employee
Employee's File
CPD Copy

MINUTES



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AM 205-4-1

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*Notification of Employee Indebtedness
(Memo to the Employee)*



Section III: Installment Election Form

Employee's Name (Printed): _____

I have selected, by initialing my name, the option below for repayment of my overpayment:

___ Option 1: Temporary Employee

___ Option 2: Employee – Overpayment by 5% or less (but not exceeding \$100) of Weekly/Bi-Weekly Gross Salary or Average Regular Earnings

___ Option 3: Employee – Overpayment by more than 5% or more than \$100 (but not exceeding \$100) of Weekly/Bi-Weekly Gross Salary or Average Regular Earnings

I authorize the City of Baltimore ("City") to deduct a total of \$ _____ from my next _____ payroll check(s), to repay an overpayment of salary that was received on _____, for pay that was not due.

Employee's Signature: _____ Date: _____

Agency Representative: _____ Date: _____

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AM 205-4-2

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*Notification of Employee Indebtedness
Health Insurance Premium
(Memo to the Employee)*

FROM: Department of Human Resources - Employee Benefits Division ("EBD")

TO: (Employee): _____

DATE: _____

RE: Employee Indebtedness – Health Insurance Premium

Our records indicate that you owe a total of \$ _____ for your health insurance premiums while you were in out-of-pay status. Please see Section I: Repayment Options below for your available repayment options.

You have ten (10) business days to notify EBD in writing if you wish to contest the validity of the premium owed. You must provide an explanation and documentation to substantiate your claim.

Section I: Repayment Options

The following options are available to you for health insurance payment:

- Regular employees with annual base salaries of \$60,000 or more: **\$100 per pay cycle.**
- Regular employees with annual base salaries of \$60,000 or less: **\$50 per pay cycle.**
- Regular employees paid on a weekly basis: **\$25 per week.**
- Double deduction of the health insurance premium owed until debt is paid in full.

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AM 205-4-2

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*Notification of Employee Indebtedness
Health Insurance Premium
(Memo to the Employee)*

If you do not voluntarily elect to enroll in the payroll deduction plan and return this Memo to EBD within two weeks of your return, a double deduction of the insurance premiums will occur until the debt is paid in full.

Please check the appropriate box above and sign Sections II and III to acknowledge this notification.

Section II: Acknowledgement

If, after ten (10) business days from when the Agency notified the employee of an overpayment, EBD has not received a letter of protest, a signed installment election form, the uncashed erroneous paycheck, or an employee's personal check or money order for the net amount of the overpayment, EBD will proceed with recovery via payroll deduction. Recovery in this circumstance will be made until the owed premium is fully satisfied.

Employee's Signature: _____

Date: _____

Original to Employee
Employee's File
EBD Copy

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AM 205-4-2

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*Notification of Employee Indebtedness
Health Insurance Premium
(Memo to the Employee)*

DEFFERRED

Section III: Installment Election Form

Employee's Name (Printed): _____

I authorize the City of Baltimore ("City") to deduct \$ _____ per pay period from my payroll check starting from next pay period. I understand and agree that I am responsible for satisfying the above amount. I understand and agree that any amount that is outstanding and due at this time during my leave without pay status will be deducted from my payroll check until it is paid in full.

Employee's Signature: _____ Date: _____

Agency Representative: _____ Date: _____

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MINUTES

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AM 201-4

*m****Employment Eligibility Verification***

The City of Baltimore ("City") is required by the Immigration Reform and Control Act of 1986 to verify the work eligibility of newly-hired employees by obtaining a completed Form I-9 Employment Eligibility Verification ("I-9 Form") for each employee hired on or after November 6, 1986. The City shall also ensure that the retention of all I-9 Forms and supplemental documentation is in accordance with this Policy.

I. PURPOSE

The purpose of this Policy is to permit the City to inspect and verify documentation which establishes both the identity and the employment authorization of every new employee. All new employees must submit a document or combination of documents to satisfy that they are authorized to work in the United States.

II. SCOPE

This Policy applies to all individuals working for the City and is compensated for their services, including full and part-time employees, temporary employees. This Policy may apply to unpaid employees if it is determined that they will receive something of value in exchanges for their labor or services. However, this Policy is not applicable to independent contractors and their employees, interns, or volunteers.

III. REQUIREMENTS**A. I-9 Form Completion**

Prospective employees are required to complete the employee portion of the I-9 Form and provide the document(s) verifying work eligibility the date the employee is hired. Prior to the hire date, a prospective employee may only be advised that an I-9 Form is to be completed and to provide documentation verifying work eligibility. To request this information during any portion of the application process can be perceived as discriminatory and may result in sanctions imposed upon the City.

B. Documentation Requirements

A list of acceptable document(s) for proof of work eligibility is available at <https://www.uscis.gov/i-9-central/acceptable-documents>. Only the employee shall designate which document(s) to submit. The Agency's Human Resources Office may not require a specific document among those listed, nor require additional documents for completing the form, beyond those which establish identity and work authorization.

IV. HIRE DATES**A. Employees Hired Prior to November 6, 1986**

Employees hired prior to November 6, 1986 are not required to complete an I-9 Form.

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AM 201-4

*m***Employment Eligibility Verification****B. Employees Hired On or After November 6, 1986**

A new employee should provide the required document(s) at the time of hiring. If the employee is unable to comply with this requirement, the employee must be given three (3) business days to produce evidence, such as a receipt verifying application for a social security card or driver's license, to prove that the employee has applied for a specific document. The employee is responsible for producing the document within 90 calendar days of hire, or else they are subject to termination. However, on or before the commencement of employment, the employee must have indicated in Section 1 of the I-9 Form of their eligibility to work in the United States.

C. Rehired Employees

An employee who is rehired is required to complete a new I-9 Form, even if the employee was originally hired after Nov. 6, 1986.

D. Employment of Minors

Information regarding the employment of Minors can be found in *AM 201-5 Work Permit for Minor (AM 201-5)*.

V. PROCESSING DOCUMENTATION**A. Completed Documentation**

Prospective employees must complete an I-9 Form and provide all supplemental documents to the Agency's Human Resources Office. Supplemental documents are to be used for the purpose of establishing employment eligibility and are to be retained only with this form. Once documentation is complete and verified as correct by the Agency's Human Resources Office, the I-9 Form and supplemental documents shall be filed in accordance with this Policy and may not be placed in an employee's personnel file (See §VI. *Storage*).

B. Incomplete Documentation

If an employee is hired with incomplete documentation, the employee shall be given three (3) business days to present a receipt verifying the application for a specific document. Upon receipt of verification that an employee has applied for a specific document, the City may employ that individual for up to ninety (90) calendar days from the date of hire, without being in violation of the law. If the required documentation is not received by the Agency's Human Resources Office, a memorandum shall be issued by the Agency's Human Resources Office via mail to the employee stating that the documentation must be completed and forwarded to the Agency's Human Resources Office within ninety (90) calendar days of hire, or else the employee will be subject to termination.

C. Dated Documentation

If a work authorization expires, the I-9 Form must be updated so the employee may continue to work. The employee must either present a document that shows an extension of work eligibility, or a new grant-of-work authorization prior to the expiration date. The Agency's Human

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AM 201-4

*m****Employment Eligibility Verification***

Resources Office will retain a list of affected employees and advise the Agency Head when the document(s) are due to expire. Without an extension of work eligibility, or a new grant-of-work authorization, the employee shall be terminated.

VI. STORAGE

Due to the sensitive information contained in I-9 Forms, the forms should be maintained separately from employee personnel files. Separating I-9 Forms from personnel records also allows for ease of access to information when an Agency receives an official request. Although forms may be maintained either by paper, microfilm/microfiche, or electronically, a hard-copy I-9 Form binder is the recommended form of retention by the Agency's Human Resources Office.

The I-9 Form and its supplemental documentation shall be retained in the Agency's Human Resources Office for at least three years. If an employee has worked for the City for more than three years, the employee's form shall be retained in the Agency's Human Resources Office for one year following separation from the City. Any I-9 Forms that have retention dates that have passed should be pulled and shredded.

VII. PROHIBITED CONDUCT

The City shall not discharge a current employee, refuse to appoint a new employee, or otherwise discriminate on the basis of foreign appearance, language, or name. Discrimination against an employee or applicant on the basis of national origin may result in sanctions due to violating Title VII of the Civil Rights Act of 1964. Individuals using fraudulent identification or employment eligibility documents for the purposes of satisfying the employment eligibility requirements will face imprisonment or receive a fine, or both, in addition to termination.

VIII. COMPLIANCE

Violation of this Policy may result in disciplinary action, up to and including termination of employment. In addition, failure to comply with an official request to audit I-9 Forms within an Agency will result in certain sanctions imposed on the City.

IX. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

X. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

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Employment Eligibility Verification

XI. RELATED POLICIES

AM 201-5 Work Permit for Minor

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AM 201-5

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Work Permit for Minor

The City of Baltimore ("City") periodically hires employees' ages 14-17 and who require a valid work permit for employment purposes.

I. PURPOSE

The purpose of this policy is to adhere to the State requirements for maintaining a valid work permit for individuals ages 14-17.

II. SCOPE

This policy applies to all City employees and individuals involved in the City's operations, including, but not limited to, full-time and part-time employees, probationary employees, as ages 14-17.

III. State of Maryland Requirements

It is a State of Maryland requirement that all individuals who are 14 -17 years of age have a valid work permit on file in the appropriate agency personnel office before any minor is employed by the City.

This Policy allows the minor to perform only the duties associated with the work described on the issued permit. If the minor employee transfers positions or undertakes new duties, a new work permit must be issued pertinent to the new duties.

IV. APPOINTING OFFICER RESPONSIBILITY

It is the responsibility of the prospective employee's appointing officer to see that a valid work permit is on file prior to employment and upon change or transfer of positions. A minor cannot begin work without a valid work permit. Work permits may be found at <https://www.dlfr.state.md.us/labor/wages/empm.shtml>.

V. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

VI. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

VII. RELATED POLICIES

MINUTES

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AM 201-2

m***Employee Personnel Files***

The City of Baltimore ("City") recognizes that the retention and maintenance of employee personnel files for all City employees is vital to the management decisions made by Agencies.

I. PURPOSE

The purpose of this Policy is to establish guidelines on the retention, maintenance and access to personnel files of City employees as a basis for personnel decisions regarding transfer, promotions, disciplinary actions, termination, demotions, training, attendance monitoring, benefits, leave, and other personnel matters.

II. SCOPE

This Policy applies to all employees and individuals involved in the City's operations, including, but not limited to, full-time and part-time employees, temporary employees, probationary employees, seasonal employees, and contractual employees.

III. TYPE OF FILES**A. Official Personnel File**

The Agency's Human Resources Office shall be the custodian of official personnel files, which are the property of the City. There shall only be one (1) official personnel file per employee. The City's decision on the use, maintenance, and dispersion of personnel files is final, subject to Federal, State, and Local laws and regulations. The Agency's Human Resources Office must limit the documents in the official personnel file to:

1. Employee application that resulted in the appointment, reappointment, promotion, transfer, or demotion;
2. Employment history, including personnel action documents affecting appointment, reappointment, promotion, transfer, demotion, salary change, or other personnel action;
3. Employee identifying information and emergency contact information;
4. Payroll withholding documents;
5. Documents submitted by the employee with the employee's application for employment or promotion to show that the employee has a degree, license, or certificate required for the current or desired job;
6. Performance evaluations for the last five (5) years;
7. Commendations; and
8. All disciplinary actions within the last three (3) years, excluding oral reprimands.

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AM 201-2

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Employee Personnel Files

B. Supervisory File

Supervisors within an Agency shall maintain a file for each employee they supervise that contains documents related to the employee. A supervisor may maintain a supervisory file in an electronic format. The supervisor may include in the file:

1. Copies of records contained in the department operating record;
2. Commendations and complaints from customers concerning the employee's job performance or conduct;
3. Notes made by the supervisor during a performance review or other counseling sessions with the employee;
4. Copies of the employee's completed work assignments, draft documents, or work in progress; and
5. Written communications between the employee and the supervisor concerning performance or conduct issues.

A supervisor may maintain informal notes regarding performance or other information about an employee under the supervision of that supervisor. Supervisory notes are not considered part of the employee's official personnel file and are not subject to review unless in the course of litigation against the City.

C. Medical File

Medical files shall be maintained in a separate file and are not part of an employee's personnel file. Medical files are confidential and must be maintained in a secure location within the Agency's Human Resources Office apart from other employee files.

D. EEO/OSHA Files

EEO and OSHA-related files shall be maintained in a separate file and are not part of an employee's personnel file.

IV. FILE RETENTION

Employee personnel files should be retained for at least three (3) years after the employee's separation. Arrangements should be made with the City Archivist to store records after the three (3) year retention date is passed. Documents may have different retention requirements. In cases where an employee personnel file contains reference documents for an EEO case, relevant documents should be retained for one (1) year from the final disposition of the charge or action for Title VII. Records of environmental monitoring of exposure to hazardous materials should be retained for three (3) years after exposure for the Occupational Safety and Health Act.

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Employee Personnel Files

V. CONFIDENTIALITY

All employee files are confidential. Anyone handling employee files shall maintain confidentiality of the material at all times, including during the course of file transmission. Any disclosure of information maintained in the employee's personnel file must comply with the Privacy Act of 1974 and Public Information Act.

A. Privacy Act

According to the Privacy Act, information should be collected and used for a specific purpose only. Employees must have access to any personal files about them and be permitted to review and respond to any information in their files. To protect the Agency against libel and slander suits, the following are recommended:

1. Inform employees of the types and instances of disclosure;
2. Obtain authorization from the employee before disclosing any information not required by law; and
3. Refer only to the last performance evaluation for responding to reference checks and not disclose information of a subjective nature.

B. Public Information Act ("PIA")

Agencies may provide information on City employees upon receipt of a written inquiry. The inquiry must be written, identifying the employee, and contain precise information. The following information may be supplied as public information under the law:

1. Current and previous classifications;
2. Entry and all promotion dates;
3. Departments, Bureaus, and Divisions;
4. Types of Appointment; and
5. Dates of leaves of absence; or Salary, including merit increases.

The following information is not public information, and is therefore restricted:

1. Any information contained on an application, including address, telephone number, previous employment history, scholastic history, race, and sex;
2. Medical information;
3. Inter- or intra-agency memorandums, including returned certification and tickets;
4. Leave balances;
5. Payroll deductions;
6. Letters of reference or verification;
7. Performance appraisals;
8. Grievance history, including findings of hearings;
9. Letters, warnings, and commendations given to the employee;

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Employee Personnel Files

10. Documents containing justification for personnel actions; and
11. Financial disclosure information.

Request for restricted information must be made in writing with the reason for the request and any other required authorization. All restricted information may be given to an employee's supervisor providing the supervisor's position is verified. Requests for restricted information by an attorney or a union must be accompanied by a signed release. Restricted information not contained in an employee's personnel file will not be disclosed. Agencies must consult with the Law Department prior to fulfilling the PIA request.

C. Verification of Employment

All requests for verification of employment for current or former employees must be directed to the Agency's Human Resources Office. Information about former employees shall be limited to dates of employment and job classification. Responses to written requests should be communicated in writing.

VI. SOCIAL SECURITY IDENTIFICATION

Employee personnel files or data from personnel files is characteristically stored by social security number. The Federal Privacy Act places various restrictions on Federal, State, and Local Governments request for an employee's social security number. Any governmental Agency which asks disclosure of the social security number must:

- State whether the disclosure is mandatory or voluntary;
- State what law or authority gives approval to solicit; and
- How the number will be used.

VII. TRANSFERRING EMPLOYEE PERSONNEL FILES

The employee personnel file for an employee who is transferred or promoted to a position in another Agency must be given to the receiving Agency's Human Resources Office. All informational requests should be addressed to the employee's current Agency.

VIII. EMPLOYEE'S ACCESS TO PERSONNEL FILES

At the request of an employee or designee of the employee, the Agency's Human Resources Office must allow the employee or designees to review and/or receive a copy of the official personnel file, supervisory file, or medical file. If the employee is represented by their respective Union, the Union representative may also request to access the employee's personnel file. To review and/or receipt a copy of the official personnel file, supervisory file, or medical file, the employee or designee of the employee must schedule an appointment with the Agency's Human Resources Office.

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Employee Personnel Files

IX. COMPLIANCE

The Agency's Human Resources Office shall review the record periodically to assure compliance with this Policy. Violations of this Policy may result in disciplinary action, including termination of employment.

X. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

XI. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

XII. RELATED POLICIES

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AM 219-1

m***Tuition and Education Assistance***

The City of Baltimore ("City") encourages the professional development of employees through education and training, as well as by preparing employees for advancement. The City provides financial assistance to employees in order to improve the quality of City services, to assist employees in the performance of their jobs, and to prepare employees for promotional opportunities.

I. PURPOSE

The purpose of this Policy is to set forth guidelines which allow for City employees to receive reimbursement for qualified educational expenses that are job-related, or that are required in a job-related degree program, or that prepare an employee for a higher level position, or allow an employee to change careers within the City.

II. SCOPE

This Policy applies to regular full-time and part-time employees involved in the City's operations based on specific criteria in the applicable Memorandum of Understanding (MOU). Employees who are not represented by a union, but receive the benefits of a specific union, may also use that union's MOU. Employees serving their initial probationary period or any other required probationary period under City regulations are not eligible for tuition reimbursement.

III. REQUIREMENTS**A. General**

1. A job-related course is a course that meets any of the following requirements:
 - i. contributes toward enhanced performance in an employee's present position, for example by updating and improving knowledge and skills that will enable the employee to more effectively perform their duties
 - ii. aids an employee in qualifying for consideration for a higher level position within the City to which the employee may reasonably aspire and for which there is probable opportunity for advancement
 - iii. prepares an employee for a professional examination provided the professional certificate, license or registration granted by successful completion of the examination is required in the performance of the employee's current job or will significantly enhance that performance
 - iv. allows an employee to participate in non-degree, continuing education courses required to maintain a professional certification or license.
2. Educational expenses eligible for reimbursement is limited to the cost of tuition, expenses related to certification or licensure, administrative fees, and books required for the eligible job-related course of study. Administrative fees include registration, library, student activity or union fees, mandatory fees for accident insurance and health services and a one-time application fee for admission. Eligible educational expenses do not include late fees, or travel expenses.

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m***Tuition and Education Assistance***

3. An acceptable educational institution is a public or private secondary, vocational, trade, or business school; or a public or private college, university, professional school, or technical institution. It is required that the educational institution is accredited or recognized by some agency or governing body from within its general functional area or frame of reference. Professional associations may be acceptable educational institutions as providers of professional examinations and continuing education courses.
4. Employees interested in participating in this program must complete *AM 219-1-1 Tuition and Education Assistance Request Form (AM 219-1-1)*, prior to the commencement of any coursework for which the employee desires to be reimbursed.
5. Employees must sign the designated section of *AM 219-1-1*, which requires an individual to serve as a City employee for one (1) year after completion of any course where they received tuition reimbursement.

B. Higher Education

1. Employees are eligible for tuition reimbursement assistance for approved courses and certain administrative costs.
2. Employees must attain a minimum grade of "C" or higher, to be eligible for tuition reimbursement. Courses taken on a Pass/Fail basis are not eligible for tuition reimbursement.
3. The maximum number of allowable courses an employee may take per semester is four (4), with a maximum of ten (10) credits.
4. Courses may not be taken during the employee's regular working hours. Regular working hours are considered to be any approved shift period.

C. Professional Examination, Certification, or License

1. Employees are eligible for tuition reimbursement assistance for approved courses to prepare for professional examinations, certifications or licensure.
2. When grades are not given or a course of study taken is non-credit, a certificate or statement of successful completion from the school or organization must be submitted.
3. For courses which require an examination to receive certification, the employee must pass the necessary exam within three months after completion of the course to be considered for tuition reimbursement.

D. Continuing Education

1. Employees are eligible for tuition reimbursement assistance for approved courses required to maintain a professional certification.
2. A certificate or statement of successful completion from the school or organization must be submitted.

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Tuition and Education Assistance

IV. FUNDING TUITION REIMBURSEMENT

- A. Receipt of tuition reimbursement depends upon the availability of funds in the Agency's budget. If funds are not available in the requesting employee's Agency, the Department of Human Resources (DHR) will deny the request for tuition reimbursement.
- B. If an employee is approved for tuition reimbursement by their Agency and that employee voluntarily transfers to another City Agency before classes conclude, the employee's previous Agency is not obligated to reimburse the employee. The employee must seek funding approval from the new Agency.

VII. REQUESTING TUITION REIMBURSEMENT AND APPROVAL AUTHORITY

- A. Prior to registration, employees must complete and submit *AM 219-1-1* to their immediate supervisor.
- B. The immediate supervisor shall review the application, make a recommendation regarding approval and forward the application to the Agency Human Resources Practitioner.
- C. The Agency Human Resources Practitioner shall review the request for accuracy and completeness to include verification that the employee and the selected course of study are eligible for tuition reimbursement. The Agency Human Resources Practitioner shall make a recommendation regarding approval and forward the application to the Agency Head or Authorized Designee.
 - 1. The Agency Human Resources Practitioner may consult with the Department of Human Resources ("DHR") Classification Division in determining the job-related nature of a tuition reimbursement request.
- D. The Agency Head or Authorized Designee shall review the request for accuracy and completeness to include verification that funds are available. The Agency Head (or designee) shall approve or disapprove the request. If the request is disapproved, the employee will be notified of the reason(s).
- E. All requests for tuition reimbursement, whether approved or denied, must be forwarded to the Department of Human Resources ("DHR"). DHR reviews all tuition reimbursement forms for compliance with this policy and the applicable MOU.

IX. PAYMENT AUTHORIZATION

Within thirty (30) days of successful completion of course work or examination, the official transcript with the acceptable grades or other acceptable proof of completion and proof of payment are to be submitted to the Agency's Human Resources Practitioner for processing. The Agency must immediately process the tuition reimbursement request for payment upon

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m ***Tuition and Education Assistance***

receipt of an employee's official transcript with the acceptable grades or other acceptable proof of completion and proof of tuition payment.

X. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

XI. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

XII. RELATED POLICIES

AM-219-1-1 Tuition and Education Assistance Request Form
AM-303-1 Direct Payment Orders
MOUs <http://labor-commissioner.baltimorecity.gov/contract-agreements>

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Tuition and Education Assistance Request Form

Employee Name: _____

Title: _____ Date: _____

Department/ Division: _____ Work Location: _____

Employee Status Full-Time Part-time/Temporary

Section I: To be completed by the Employee

TYPE OF EDUCATION ASSISTANCE: (SELECT ONLY ONE)

- GED / High School Diploma
- Associates Degree
- Master's Degree
- Other: _____
- Certification/Vocational
- Bachelor's Degree
- Doctoral Degree

TUITION ASSISTANCE CRITERIA:

- A requirement in a job related degree seeking program?
 - Preparing for higher lever duties or other career at COB?
 - Preparation for a job-related examination or certification?
- Please provide explanation of how request meets on or more of the criteria selected above:

COURSE INFORMATION:

| Institution/ Organization | Title | Begin/End Dates | Credit Hours (if applicable) | Cost |
|------------------------------|-------|--------------------|---------------------------------|------|
|------------------------------|-------|--------------------|---------------------------------|------|

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Tuition and Education Assistance Request Form

PRINT FORM AND FOLLOW REMAINING DIRECTIONS TO BEGIN APPROVAL PROCESS

Certifications

- I certify that all information listed above is true and correct. I understand that any false or misleading information given in my application could result in the revocation of tuition assistance funds. _____ (Initial)
- I acknowledge having received a copy of the Tuition and Educational Assistance Policy and understand that I am responsible for compliance with the policies & procedures contained therein. _____ (Initial)
- I attest that I have read the procedures and guidelines of the Tuition and Educational Assistance Policy and understand that it is my responsibility to ask questions of the Human Resources Department if there is information that I do not fully understand. _____ (Initial)
- I understand the guidelines represent only current policies, procedures, regulations and benefits and that the City of Baltimore may make changes without prior notice. _____ (Initial)
- If I voluntarily or involuntarily separate from the City of Baltimore for any reason other than reduction of force within 12 month of receiving tuition assistance, I agree to repay any reimbursement paid to me during that 12 month period. _____ (Initial)
- I understand that if I fail to repay any amount owed, the City of Baltimore may take legal action to obtain the reimbursement. _____ (Initial)

Signature of Employee

Print Name

Date

Forward to Your Immediate Supervisor for Additional Processing

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Tuition and Education Assistance Request Form

Section II: Approvals

To be completed by the Immediate Supervisor/Manager, Agency HR and Agency Head

Approve

Disapprove

Reasons: _____

Immediate Supervisor Signature

Date

- Employee is eligible for tuition reimbursement.
- Selected course of study is eligible for tuition reimbursement.

Agency HR

Date

- Funding for this request is available
- Approve Disapprove

Reasons: _____

Immediate Supervisor Signature

Date

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AM 203-4

*m****Reasonable Accommodations***

The City of Baltimore ("City") is committed to equal opportunity in all aspects of employment for qualified individuals with disabilities. The City recognizes that individuals with disabilities may need reasonable accommodations to participate in or benefit from employment opportunities. In accordance with Federal, State and Local laws and *AM-204-18 Equal Employment Opportunity Policy*, the City will provide reasonable accommodations to qualified disabled employees and applicants, unless doing so would pose an undue hardship or a direct threat to safety.

I. PURPOSE

The purpose of this Policy is to set forth guidelines in making reasonable accommodation to qualified applicants and employees with disabilities.

II. SCOPE

This Policy applies to all employees involved in the City's operations, including, but not limited to, full-time and part-time employees, temporary employees, and applicants for positions within the City.

III. DEFINITIONS

- A. ADA Coordinator** – A Representative of an Agency responsible for handling disability-related accommodation requests.
- B. Essential Job Function** – The fundamental duties of the position or the primary reasons the position exists. Essential functions are such that they cannot be eliminated or substantially modified without changing the nature of the position. Essential functions do not include the marginal functions of the position.
- C. Reasonable Accommodation** – A modification or adjustment to a position, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to perform the essential functions of the position. Reasonable accommodations may include but are not limited to:
- Making physical modifications to the worksite or furniture;
 - Modifying work schedules, granting leave, reassignment to a vacant position; or
 - Acquiring or modifying equipment software packages, or devices, adjusting or modifying examinations, training materials or policies, and providing interpreters or other assistive services.
- D. Undue Hardship** – An accommodation or action requiring significant difficulty or expense when considered in light of factors such as financial resources and the nature and structure of operations. Undue hardship also refers to an accommodation that is unduly extensive, substantial, or disruptive, or one that would fundamentally alter the nature of the position.
- E. Direct Threat to Safety** – A significant or substantial threat of harm that cannot be reduced or eliminated by a reasonable accommodation (e.g., someone who has uncontrolled seizures and operates heavy or sensitive equipment).

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*m****Reasonable Accommodations*****IV. RESPONSIBILITIES**

- A. Employees and applicants are responsible for requesting an accommodation under this Policy as further described in *Section V* below.
- B. Supervisors are responsible for promptly notifying the ADA Coordinator of an employee accommodation request brought to their attention. Additionally, a supervisor who discovers (or is made aware of) a possible need for an accommodation should immediately notify an ADA Coordinator.
 - i. Disability accommodations may not be approved or denied at the supervisor level.
 - ii. In all cases, supervisors must promptly request assistance from the Agency ADA Coordinator and work collaboratively to evaluate the employee's request.
- C. ADA Coordinators are responsible for engaging in the interactive process to determine whether an employee or applicant is eligible for an accommodation and to evaluate whether a workplace accommodation is feasible and/or appropriate.
- D. Employing Agencies are responsible to decide whether and to what extent an accommodation will be offered.

V. REQUESTING A WORKPLACE ACCOMMODATION**A. Applicants**

- 1. An Applicant request for accommodation during the hiring process may be made to the hiring supervisor, the Agency Human Resources Practitioner, or the Department of Human Resources.
- 2. All requests for accommodation in the hiring process must be referred to the Agency ADA Coordinator who will work collaboratively with hiring officials to determine whether an accommodation is feasible and/or appropriate.

B. Employees

- 1. An employee who has a disabling condition that affects their ability to perform an essential job function may request a reasonable accommodation. An initial request may be made verbally or in writing and should be directed to the Agency ADA Coordinator.
- 2. To enable the City to keep accurate records regarding requests for accommodations, an employee requesting the accommodation may confirm their request in writing by completing *AM 203-4-1 Request for an ADA Accommodation/Modification Form (AM 203-4-1)* and provide any necessary medical documentation.
 - i. If the employee elects not to use *AM 203-4-1* the employee and the medical provider must submit written documentation which substantially provides the same information as requested on the form.
- 3. An employee must meet with the ADA Coordinator who will facilitate the interactive process regarding the nature of the employee's disability, the extent of the limitations, and the range of possible accommodations. Failure to engage in the interactive process may result in the denial of the employee's accommodation request.

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Reasonable Accommodations

4. An employee is responsible for contacting the ADA Coordinator if a reasonable accommodation is not implemented in a timely and/or effective manner or when the employee's accommodation needs have changed.

VI. MEDICAL DOCUMENTATION AND EXAMINATION

- A. When a requesting employee's disability and/or accommodation needs are not obvious, the ADA Coordinator shall ask the employee to provide reasonable documentation from an appropriate health care provider that explains the disability and any functional limitations, as well as the type of accommodation(s) that may be required. Such information must be provided by the health care provider in writing. The request for documentation shall be narrow in scope and focus on the disabling condition that prompted the accommodation request.
- B. If medical documentation provided by an employee's health care provider is not sufficient to establish a qualifying disability or the need for accommodation, the ADA Coordinator should request clarification or additional information from the health care provider. If the employee's health care provider fails to correct any deficiencies in the employee's documentation, the City may require the employee to undergo a medical examination. Such evaluation shall be conducted at the City's expense and by a health care provider chosen by the City.
- C. The employee requesting accommodation is expected to work cooperatively with the ADA Coordinator to obtain the necessary medical documentation in a timely manner and must authorize his/her health care provider to communicate this information to the City. Failure to provide necessary medical documentation and information, or the refusal to undergo a medical examination when requested, may result in the denial of the employee's accommodation request.
- D. Agencies must seek approval from DHR before requiring a medical examination of an employee with regard to a reasonable accommodations request.

VII. THE INTERACTIVE PROCESS

- A. Requests for accommodations must be decided on a case-by-case basis because the nature and extent of a disabling condition and requirements of the position will vary. The principal test in selecting a particular type of accommodation is that of effectiveness, i.e., whether the accommodation will enable the person with a disability to perform the essential functions of the job.
- B. Once the ADA Coordinator receives *AM-203-4-1*, or other acceptable documentation, the ADA Coordinator will:
 1. Meet with the employee within five (5) business days to acknowledge the request and explain the processing of the request.
 2. Engage in the interactive process with the employee regarding the nature of the employee's disability, the essential functions of the particular position involved, and

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*m***Reasonable Accommodations**

the precise job-related limitations; and offer suggestion for possible reasonable and effective accommodations.

3. Consult with the employee's supervisor or other appropriate Agency leadership regarding the request and the impact the requested accommodation will have on the operations of the Agency.
 4. Request clarification or additional information from the employee and the medical provider, if necessary, to confirm or fully understand the employee's disability, the employee's limitations or the appropriateness of the accommodations requested.
 5. Assess whether or not the employee's requested workplace accommodation is reasonable and recommend what, if any, accommodation is most appropriate for both the employee and the Agency.
- C. Although the employee will be consulted during the process, the Agency shall in its sole discretion decide whether and to what extent an accommodation will be offered. The Agency may approve the requested accommodation as presented by the employee, suggest one or more effective alternative accommodations, or deny the request if no reasonable accommodation can be identified. Accommodations that pose an undue hardship or a direct threat to safety will not be offered or permitted.
- D. An employee is not obligated to accept the accommodation offered, however, a decision to decline an accommodation may render the employee unqualified to remain in the position.
- E. Once a workplace accommodation is accepted, the employee's supervisor will work with the employee to make sure the accommodation will enable the employee to perform safely and effectively in the job.

VIII. CONFIDENTIALITY

All medical information and documentation collected or received in accordance with this Policy, including ADA and FMLA documentation, shall be kept confidential, and medical records shall be maintained in separate medical files by the Agency's office. Such information shall be shared only with those having an official need to know.

IX. REQUESTS FOR RECONSIDERATION

Any questions that arise during the interactive process should be directed to the Agency's ADA Coordinator handling the accommodation request. Where an employee or applicant is dissatisfied with the resolution of a request, a request for reconsideration may be made to the Agency's Director of HR. In such cases, the Agency's Director of HR shall confer with the Director of DHR or his/her designee before responding to the request for reconsideration. The Director of DHR or his/her designee shall make the final determination for all requests for reconsideration.

X. NO RETALIATION

Retaliation against an individual with a disability for having requested an accommodation under this policy is strictly prohibited. Concerns about retaliation or discrimination on the

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m *Reasonable Accommodations*

basis of disability should be promptly reported to the Agency's Equal Opportunity Compliance (EOC) Officer in accordance with *AM-204-18 Equal Employment Opportunity Policy*, Section IV.

XI. AUTHORITY

The Department of Human Resources issues this Policy pursuant to its authority provided in *AM 002-1 Administrative Manual*. Further, under *AM 002-1-2 Administrative Manual Revision Process*, authority is granted to the City's Board of Estimates to approve proposed policy changes issued by the Department of Human Resources.

XII. INTERPRETATION

The Department of Human Resources reserves the right to revise or eliminate this Policy at any time. The City's Board of Estimates reserves the right to approve proposed policy revisions or eliminations as determined by the Department of Human Resources.

XIII. RELATED POLICIES

- AM 203-4-1 Request for an ADA Accommodation/Modification Form
- AM 203-2 Family and Medical Leave
- AM 204-14 Sick Leave
- AM 208-1 Leave of Absence Without Pay 30 Calendar Days or Less Overview

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AM 203-4-1

iii **Reasonable Accommodation Request Form**

Reasonable Accommodation Request Form

INFORMATION PERTAINING TO MEDICAL DOCUMENTATION:

In the context of assessing an accommodation request, medical documentation may be needed. Medical documentation is often needed to determine if the employee has a disability covered by the ADA and is entitled to an accommodation (i.e., has a permanent disability, as distinguished from temporary disability, that substantially limits one or more major life activities, affects the employee's ability to perform essential job functions, and is of sufficient severity) and if so, to help identify an effective accommodation.

Generally, in the context of an accommodation, medical inquiries related to an employee's disability and functional limitations are permissible and may include consultations with knowledgeable professional sources, such as doctors, occupational and physical therapists, rehabilitation specialists, and organizations with expertise in adaptations for specific disabilities. In the event that medical documentation is required, the employee will be provided with the appropriate forms to submit to their medical provider. The employee has the responsibility to ensure that the medical provider follows through on requests for medical information. The City is committed to equal opportunity in all aspects of employment for qualified individuals with disabilities.

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a AM 203-4-1

m Reasonable Accommodation Request Form

CONFIDENTIAL
City of Baltimore
Reasonable Accommodation Request Form - Employment

The purpose of this form is to assist the City of Baltimore ("City") in determining whether, or to what extent, a reasonable accommodation is required for an employee with a disability to perform one or more essential functions of their job safely and effectively. This form must be filed separately from the employee's personnel file and be treated confidentially.

| | |
|--------|---------------|
| Agency | Division/Unit |
|--------|---------------|

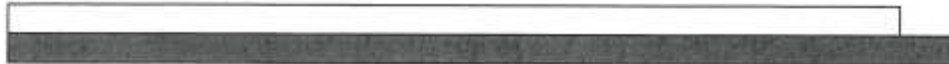
SECTION I: Employee: To be completed by employee requesting accommodation.

| | |
|------------------------------------|---------------|
| Employee: | Telephone: |
| Address: | |
| Job Title: | Request Date: |
| Supervisor: | Telephone: |
| Agency Human Resources Practioner: | Telephone: |

I give the City of Baltimore permission to explore coverage and reasonable accommodations under the Americans with Disabilities Act of 1990, as amended (ADA). I understand that all information obtained during this process will be maintained and used in accordance with ADA and all legal and regulatory requirements as they pertain to medical and genetic information confidentiality.

Date Employee's Signature

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AM 203-4-1

m **Reasonable Accommodation Request Form**

Please answer the following questions to assist us in understanding the basis and nature of your request for a reasonable accommodation (attach additional sheets if necessary).

A. Indicate physical or mental limitation(s) and expected duration of limitation(s). (Attach additional pages if necessary.) It is not necessary to indicate a medical diagnosis or condition.

B. Explain how the disability/limitation affects the ability to perform one or more essential functions of the job:

C. What specific accommodation(s) are you requesting and how will this accommodation(s) assist you? (Attach additional pages if necessary):

D. Has a physician, vocational rehabilitation specialist, or other health professional recommended a specific accommodation? Yes ___; No ___;
If yes, please attach a copy of their recommendations.

E. Please provide any additional information that might be useful in processing your accommodation request:

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AM 203-4-1

iii Reasonable Accommodation Request Form

City of Baltimore
Request for Medical Information

Directions: Please print neatly or type requested information.

Employee's Name: _____

The above named employee has requested a change to their job because of a mental or physical condition. Please assist us by answering the following questions related to the employee's condition and need for an accommodation.

1. I (Medical Provider's Name) _____ certify that
(Name) _____ is being treated by my office for the
condition described below:

2. Does the employee's condition prevent him/her from performing any of the essential duties, functions, physical requirements and/or activities listed on the attached Job Description and Functional Capacities Assessment form for the employee's position? If yes, please identify those duties, functions, physical requirements and/or activities that, in your opinion, the employee is unable to perform. (A completed Functional Capacities Assessment form and Job Description for the employee are attached to aid you in making this determination.)

3. For each duty, function, physical requirement and/or activity that you identify the employee is unable to perform, please state the medical reason that the employee is unable to perform those functions, duties and activities.

4. In your opinion, is the employee's medical condition temporary or permanent? If temporary, please state (if possible) the expected duration of the employee's inability to perform those functions, duties and activities identified above?

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AM 203-4-1

m Reasonable Accommodation Request Form

5. In your opinion, is the employee likely to experience injury, harm or aggravation of his/her medical condition by performing or attempting to perform the essential duties of his/her job? If so, to what degree? Please provide the medical basis for believing that this risk could occur.

6. Does the employee's medical condition present a significant risk of substantial harm to the employee and/or others?

7. Can the employee's condition be corrected and/or controlled through medication or treatment? If yes, explain?

8. Is the employee presently taking any medication, treatment, or other measures to correct and/or control his/her medical condition?

9. If yes, what effect, if any, does/would this medication, treatment or other measure have on the employee's ability to perform the essential duties of his/her job?

10. If you find that the employee has any condition:

- a. That will adversely affect his/her ability to perform the essential functions of his job (#2);
- b. That may be aggravated by his/her performance of or attempt to perform the essential duties of his/her job or that may lead to his/her injury or harm (#5); or
- c. That presents a significant risk of substantial harm to the employee and/or others (#6),

please identify any accommodations which would enable the employee to perform the essential functions of his/her job without harm or injury to him/her, without aggravation of the impairment, or without presenting a significant risk of harm to the employee of others.

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AM 203-4-1

m Reasonable Accommodation Request Form

Printed Name of Certifying Medical Provider

License number #

Type of Practice

Address

Telephone Number

Signature

Date

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AM 204-6

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Appearance as a Court Witness

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AM 204-16

Changes to Recorded Leave

DEFERRED

ABOLISHED

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- a* AM 204-16-1
- m* *Completing a Bi-Weekly "Payroll Attendance Report"*

DEFERRED

ABOLISHED

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AM 216-2

Death Benefits Chart

DEFERRED

ABOLISHED

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AM 216-1

Death Benefits

DEFERRED

ABOLISHED

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AM 216-2-1

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Designation of Beneficiary Form

DEFERRED

ABOLISHED

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AM 204-29

Domestic Partner Benefits

DEFERRED

ABOLISHED

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AM 205-4-1

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Employment Eligibility Verification

DEFERRED

ABOLISHED

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AM 204-19

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*Municipal Employees Credit Union (MECU)
Financial Counseling Service*

DEFERRED

ABOLISHED

MINUTES



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AM 205-15-1

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Obtaining a Work Permit for Minor

DEFERRED

ABOLISHED

MINUTES



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AM 204-27

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*Optional Life and Accidental Death and
Dismemberment Plan*

DEFERRED

ABOLISHED

MINUTES



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AM 232-1

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Permanent Positions and Employees

DEFERRED

ABOLISHED

MINUTES



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AM 205-4-5

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Preparing a "Change Notice"

DEFERRED

ABOLISHED

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AM 205-4-2

Preparing an "Entry Ticket"

DEFERRED

ABOLISHED

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AM 204-24

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Prescription Drug Plan

DEFERRED

ABOLISHED

MINUTES



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AM 219-2

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Repayment of Tuition Reimbursement

DEFERRED

ABOLISHED

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AM 204-26

Vision Benefit Plan

DEFERRED

ABOLISHED

MINUTES

UPON MOTION duly made and seconded, the Board **DEFERRED** the new Administrative Manual Policies and the abolishment of the policies until December 6, 2017.

MINUTES**PROPOSAL AND SPECIFICATIONS**

1. Department of Public Works/Office - SC 964 - Improvements to the
of Engineering and Construction Sanitary Sewers in the North
West Area of Baltimore City
BIDS TO BE RECV'D: 12/20/2017
BIDS TO BE OPENED: 12/20/2017

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

MINUTES

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

* * * * *

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

BIDS, PROPOSALS, AND CONTRACT AWARDS

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

Department of General Services - GS 16816 Mitchell Courthouse
Elevator Upgrade
BIDS TO BE RECV'D: 12/13/2017
BIDS TO BE OPENED: 12/13/2017

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

Department of General Services - GS 15840, Firehouse 26
Renovations

Mid-Atlantic General Contractors, Inc.
M & A Infrastructure Solutions
Thomas Construction Group, LLC
Boulevard Contractors Corporation*

*UPON FURTHER MOTION duly made and seconded, the Board declared the bid of Boulevard Contractors Corporation **NON-RESPONSIVE** due to the companies' failure to provide a complete, responsive bid as required by the contract specifications.

Department of Public Works - WC 1328, Montebello Filtra-
tion Plant No. 1, Infrastruc-
ture Improvements

Ulliman Schutte Construction, LLC
The Whiting-Turner Contracting Company

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Bureau of Purchases

-B50005170, Gradall XL4100 IV
Hydraulic Excavator

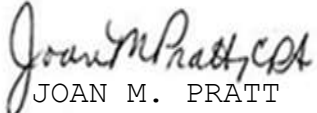
Elliott & Frantz, Inc.

Bureau of Purchases

-B50005169, Crew Cab Dump
Trucks with Hoists, Snow
Plows, & Salt Spreaders

Chapman Chevrolet
Century Ford
Bayshore Ford Truck Sales, Inc.

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, December 6, 2017.


JOAN M. PRATT
Secretary