

## NOTICES :

On March 20, 2019, the Board of Estimates adopted the Regulations on Procurement, Protests, Minority and Women-owned Business Enterprise and Debarment/Suspension (Regulations) effective July 1, 2019. Pursuant to Section II. Protest Regulations:

- a. The Resolution on the Regulations of Board Meetings and protests adopted by the Board on January 22, 2014 was repealed effective July 1, 2019.
- b. Protests.
  1. A person wishing to protest a proposed action of the Board or otherwise address the Board, whether individually or as a spokesperson, shall notify the Clerk of the Board, Room 204, City Hall, 100 N. Holliday Street, Baltimore, Maryland 21202 in writing no later than noon on the Tuesday preceding the Board meeting during which the item will be considered, or by an alternative date and time specified in the agenda for the next scheduled meeting.
  2. A protest shall be considered proper when the protestant is directly and specifically affected by a pending matter or decision of the Board.
  3. The written protest shall include:
    - a. The name of the person protesting or, if a spokesperson, the entity or organization protesting;
    - b. A narrative description of the issues and facts supporting the protest; and
    - c. A description as to how the protestant will be harmed by the proposed Board action.
    - d. If a person fails to appear before the Board to argue and defend their protest, the Board may reject the protest without discussion.

**NOTICES** - cont'd

c. Procurement Lobbyist

1. A Procurement Lobbyist, as defined by the Baltimore City Ethics Code § 8-8(c), must register with the Board of Ethics as a Procurement Lobbyist in accordance with Baltimore City Ethics Code § 8-12.
2. If any member of the Board has sufficient information to determine that Baltimore City Ethics Code § 8-12 has not been complied with, he or she may make a complaint to the Board of Ethics.

d. Required Posting

The full provisions of these Protest Regulations shall be posted in a manner and format that ensures adequate notice in the Department of Legislative Reference, as well as on the President of the Board's web site and the Secretary to the Board's web site.

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

NOTICES - cont'd:

1. SPECIAL NOTICE FOR AUGUST 12 , 2020, 9:00 A.M.  
BOARD OF ESTIMATES' MEETING

MEMBERS OF THE PUBLIC CAN CALL IN TO LISTEN LIVE BY CALLING 1  
(408) 418-9388 (ACCESS CODE: 1297828724) AND/OR STREAM IT LIVE  
USING THE FOLLOWING LINK:  
<http://charmtvbaltimore.com/watch-live>

2. 12:00 NOON MEETING ANNOUNCEMENT OF BIDS  
AND OPENINGS

MEMBERS OF THE PUBLIC CAN CALL IN TO LISTEN LIVE BY CALLING  
(443) 984-1696 (ACCESS CODE: 0817325) AND/OR STREAM IT LIVE  
USING THE FOLLOWING LINK:  
(<http://charmtvbaltimore.com/watch-live>)

3. BOARD OF ESTIMATES' RECESS  
AUGUST 19, 2020

The Board of Estimates is scheduled to be in recess at 9:00 a.m.  
and 12:00 noon on August 19, 2020. The Board of Estimates will  
not receive or open bids on August 19, 2020. The Board of  
Estimates will reconvene on August 26, 2020.

4. DEADLINE FOR AUGUST 26, 2020 AGENDA SUBMISSION

THE DEADLINE FOR THE AUGUST 26, 2020 BOARD OF  
ESTIMATES' AGENDA IS THURSDAY AUGUST 20, 2020 BY  
11:00 A.M.

**BOARD OF ESTIMATES' AGENDA - AUGUST 12, 2020**

**BOARDS AND COMMISSIONS**

1. Prequalification of Architects and Engineers

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Audits - Audit Report

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Real Estate - Lease Agreement Renewal

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

Account - 1001-000000-3023-274000-603013

**BACKGROUND/EXPLANATION:**

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Real Estate - cont'd

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

The renewal is late because of the administrative process.

**APPROVED FOR FUNDS BY FINANCE**

EXTRA WORK ORDERS

\* \* \* \* \*

The Board is requested to approve  
the Extra Work Orders  
as listed on the following pages:

6 - 13

The EWOs have been reviewed and approved  
by the Department of  
Audits, CORC, and MWBOO  
unless otherwise indicated.



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**EXTRA WORK ORDERS**

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

Department of Transportation/DOT  
Engineering and Construction

1. EWO #002, \$0.00 - TR 18006, Resurfacing Highways @ Various Locations - Northeast Sector I  

<u>\$2,285,506.15</u>	<u>\$0.00</u>	Manuel Luis Construction Co., Inc.	188 days 99%
-----------------------	---------------	------------------------------------	-----------------

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

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

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**EXTRA WORK ORDERS**

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

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

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

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

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

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**EXTRA WORK ORDERS**

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

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

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

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

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

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**EXTRA WORK ORDERS**

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

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

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

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

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

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

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

AGENDA

BOARD OF ESTIMATES

8/12/2020

EXTRA WORK ORDERS

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

Department of Public Works/Office  
of Engineering and Construction

- 5. EWO #002, \$84,999.99 - SC 910, Improvements to Sanitary Sewer Collection System in the Herring Run Sewershed Part 2: Chinquapin Run

\$23,553,300.00	\$605,000.00	Spiniello Companies	-	-
-----------------	--------------	------------------------	---	---

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

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**EXTRA WORK ORDERS**

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

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

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

**MBE/WBE PARTICIPATION:**

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

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

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

The Office of Engineering and Construction is requesting funds to replace existing sports backstops impacted by the project. It was necessary to remove the backstops due to their proximity to open-cut excavation sewer work. The backstops were located on the uphill side of a deep trench which posed a significant safety risk to the crew working below. Furthermore, it created the potential for undermined conditions, limiting the Department's ability to properly compact the soil. The costs to remove and furnish two new sports backstops were reviewed and found acceptable by the Design Engineer. The Department is requesting the lump-sum amount of \$27,545.79 to be

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**EXTRA WORK ORDERS**

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

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

added to the contract to pay for this work.

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

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

**MBE/WBE PARTICIPATION:**

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**EXTRA WORK ORDERS**

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

---

Department of General Services

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

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

**MBE/WBE PARTICIPATION:**

**MBE:** Chevy Chase Contractors, Inc. \$68,850.0073.05%

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

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



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

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

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

Account: 1001-000000-3572-778700-603051

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

**MWBOO GRANTED A WAIVER ON AUGUST 4, 2020.**

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

Account: 5000-507021-3573-818700-603051

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

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

**MEBOO GRANTED A WAIVER ON JUNE 29, 2020**

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

MOHS - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Agreements have been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Employees' Retirement System - Investment Management Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$63,000,000.00 - Approximate ERS funds

No General Fund monies are involved in this transaction.

**BACKGROUND/EXPLANATION:**

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

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

**MWBOO GRANTED A WAIVER ON JULY 13, 2020.**

(The Investment Management has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$477,500.00 - Average annual fee

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

No General Fund monies are involved in this transaction.

**BACKGROUND/EXPLANATION:**

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

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

**MWBOO GRANTED A WAIVER ON AUGUST 3, 2020.**

(The Participation Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$382,500.00 - Average annual fee

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

No General Fund monies are involved in this transaction.

**BACKGROUND/EXPLANATION:**

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

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

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

**MWBOO GRANTED A WAIVER ON AUGUST 3, 2020.**

(The Participation Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

No General Fund monies are involved in this transaction.

**BACKGROUND/EXPLANATION:**

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

The F&P Board of Trustees conducted a search for a global credit investment manager and, as a result of that search, selected Vista Credit Partners, L.P. to accept an initial investment of \$20,000,000.00 to be placed with Vista Credit Partners, Fund, III, L.P. The search and selection process was conducted with the assistance and advice of F&P's investment advisor, New England Pension Consulting.

**MWBOO GRANTED A WAIVER ON AUGUST 3, 2020.**

(The Subscription Agreement has been approved by the Law Department as to form and legal sufficiency.)

TRANSFERS OF FUNDS

\* \* \* \* \*

The Board is requested to approve  
the Transfers of Funds  
listed on the following pages:

21 - 22

In accordance with Charter provisions  
reports have been requested from the  
Planning Commission, the Director  
of Finance having reported  
favorably thereon.

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**TRANSFERS OF FUNDS**

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

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



AGENDA

BOARD OF ESTIMATES

8/12/2020

TRANSFERS OF FUNDS

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Health Department - Agreements

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

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

Account: 4000-427720-3023-273309-603051

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

**MWBOO GRANTED A WAIVER ON JULY 20, 2020.**

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

Account: 4000-427720-3023-273300-603051

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

**MWBOO GRANTED A WAIVER ON JUNE 11, 2020.**

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

Account: 4000-423121-3150-295905-603051

The University of Maryland, Baltimore Center for Health and Homeland Security (CHHS) will utilize the funds to assist with developing the Department's public health emergency plans for Strategic National Stockpile and Emergency Medical Countermeasure dispensing. In addition, the UMB'S CHHS will

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Health Department - cont'd

assist with other preparedness and response initiatives, under the guidance of the Department's Office of Public Health Preparedness and Response Director and Deputy Director. The period of the agreement is July 1, 2020 through June 30, 2021.

**MWBOO GRANTED A WAIVER ON AUGUST 3, 2020.**

4. **HOPE SPRINGS, INC.** **\$ 50,000.00**

Account: 4000-499020-3023-718000-603051

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

**MWBOO GRANTED A WAIVER ON JULY 20, 2020.**

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

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Agreements have been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Health Department - Memorandum of Understanding (MOU)

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

The BCHD will maintain sufficient records of all costs charged to the grant award and comply with all terms and conditions set forth in the Conditions of Award, and assure that any cost claimed under this MOU does not duplicate cost claimed through other federal funding. The BCHD will be awarded the ACC grant funds in the form of a supplement to the ACC grant supported by 50% State and 50% matching Federal funds in accordance with the LHD funding award on the UFD at the beginning of the fiscal year.

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Health Department - cont'd

The Memorandum of Understanding is late because of administrative delays.

**APPROVED FOR FUNDS BY FINANCE.**

(The Memorandum of Understanding has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Health Department - Revised Notice of Award (NoA)

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

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

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

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

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Notice of Award has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Health Department - Continuation Notice of Award

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

The NoA is late because of administrative delays.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

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

(The Continuation Notice of Award has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Health Department - Ratification of Amendment to Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**MWBOO GRANTED A WAIVER ON SEPTEMBER 12, 2019.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Amendment to Agreement has been approved by the Law Department as to form and legal sufficiency.)



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - Settlement Agreement and Release

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

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

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

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

What had always been clear is that the City could only be liable if an officer's harmful conduct occurred within the scope of his

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

employment. In light of the unique facts of the federal crimes embraced by the GTTF scandal, what was very unclear was which acts, performed at what stage of an officer's encounter with a City resident, and with what motivation harbored by the officer, actually weighed in the balance in determining what was within, or without, the scope of employment.

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

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

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

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

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

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

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

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

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

**LESSONS LEARNED:**

The Law Department had confidence that the procedure employed to resolve Estate of James and Potts was sound and continues to

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

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

**APPROVED FOR FUNDS BY FINANCE**

(The Settlement Agreement and Release has been approved by the Law Department as to form and legal sufficiency.)



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - Settlement Agreement and Release

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

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

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

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

As indicated in the Estate of James memorandum, the Maryland Court of Appeals ruled on April 24, 2020, in a single opinion dealing with both cases, that in each case, the willful, intentionally criminal acts of the GTTF members were performed within the scope

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

of the employment of the offending officers. Accordingly, the recommendation to the Board is to authorize the payment of \$400,000.00.

**LESSONS LEARNED:**

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

**APPROVED FOR FUNDS BY FINANCE**

(The Settlement Agreement and Release has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**MBE/WBE PARTICIPATION:**

N/A

**AUDITS NOTED THE NO-COST TIME EXTENSION.0213**

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

(The terms and conditions of the Amendment to Grant Award have been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Parking Authority of Baltimore City - Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

The currently submitted agreement will ensure the continued success of the EZ Park program by requiring regular preventive maintenance on the new pay-by-plate EZ Park meters and the old pay-and-display

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Parking Authority of Baltimore City - cont'd

CALE meters until they are replaced, tracking repair alarms/complaints, and requiring meter up-times.

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

**MWBOO GRANTED A WAIVER ON JULY 29, 2020.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Police Department - Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Police Department - Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Agreement has been approved by the Law Department as to form and legal sufficiency.)



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Police Department - Intergovernmental Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Intergovernmental Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Public Works - Agreement for Project 1285

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

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

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

(The Agreement for Project 1285 has been approved by the Law Department as to form and legal sufficiency.)`

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$ 70,000.00 - 2070-000000-5501-393189-603026  
70,000.00 - 2070-000000-5501-396889-603026  
60,000.00 - 2071-000000-5521-608689-603026  
**\$200,000.00**

**BACKGROUND/EXPLANATION:**

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

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

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

AGENDA

BOARD OF ESTIMATES

8/12/2020

DPW - cont'd

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

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

APPROVED FOR FUNDS BY FINANCE

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

(The Emergency Professional Services Agreement has been approved by the Law Department as to form and legal sufficiency.)`

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Public Works/Office - Task Assignment  
Of Engineering & Construction

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Public Works - cont'd

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

**MBE/WBE PARTICIPATION:**

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

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

**MWBOO FOUND CONSULTANT IN COMPLIANCE.**

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

**APPROVED FOR FUNDS BY FINANCE**

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

**TRANSFER OF FUNDS**

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

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

(In accordance with Charter requirements, a report has been requested from the Planning Commission, the Director of Finance having reported favorably thereon.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

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

**BACKGROUND/EXPLANATION:**

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

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

The AAO transfer is necessary to provide an appropriation for this

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

BBMR - cont'd

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

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Transportation - Task Assignment

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

**MBE/WBE PARTICIPATION:**

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

**MBE:** 27%

**WBE:** 10%

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

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

**APPROVED FOR FUNDS BY FINANCE**

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Transportation - cont'd

**TRANSFER OF FUNDS**

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

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

(In accordance with Charter requirements, a report has been requested from the Planning Commission, the Director of Finance having reported favorably thereon.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Transportation/DOT - Task Assignment  
Engineering and Construction

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

**DBE PARTICIPATION:**

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

**DBE:** 25%

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

**APPROVED FOR FUNDS BY FINANCE**

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Transportation - cont'd

**TRANSFER OF FUNDS**

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

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

(In accordance with Charter requirements, a report has been requested from the Planning Commission, the Director of Finance having reported favorably thereon.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Transportation - Developer's Agreement No. 1636

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$61,025.00 - Letter of Credit

**BACKGROUND/EXPLANATION:**

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

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

**MBE/WBE PARTICIPATION:**

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

(The Developer's Agreement No. 1636 has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Transportation - Developer's Agreement No. 1658

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$388,450.79 - Performance Bond

**BACKGROUND/EXPLANATION:**

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

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

**MBE/WBE PARTICIPATION:**

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

(The Developer's Agreement No. 1658 has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Planning - Grant Award Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

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

(The Grant Award Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Planning - Pedestrian Promenade Easement Agreement

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$0.00

**BACKGROUND/EXPLANATION:**

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

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



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Planning - cont'd

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

**MBE/WBE PARTICIPATION:**

N/A

(The Pedestrian Promenade Easement Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Recreation and Parks - Memorandum of Understanding

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$0.00

**BACKGROUND/EXPLANATION:**

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

Pursuant to the City Council Ordinances 16-0669, 16-0670 and 16-0671 approved by the City Council on September 19, 2016, and signed by the Mayor on September 22, 2016, and on the approval of and upon the terms established by the Board of Finance, the Maryland Economic Development Corporation (MEDCO) will issue Tax Increment Finance Bonds on the City's behalf in the amount not to exceed \$660,000,000.00 in order to finance public infrastructure and open space associated with the Port Covington Project. Among the infrastructure to be constructed using TIF financing are certain parks within the development. In order for such parks to use TIF financing, they must meet specific criteria related to public use. This MOU confirms the City's agreement to allow the Developer to construct certain parks to be deeded to the City upon completion and establishes terms related to ongoing maintenance.

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Recreation and Parks - cont'd

**MBE/WBE PARTICIPATION:**

N/A

(The Memorandum of Understanding has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Department of Recreation and Parks - Supplemental Memorandum of Understanding

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

\$0.00

**BACKGROUND/EXPLANATION:**

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

(The Supplemental Memorandum of Understanding Agreement has been approved by the Law Department as to form and legal sufficiency.)

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

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

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

**AGENDA****BOARD OF ESTIMATES**

8/12/2020

Office of Labor Commissioner - cont'd

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Office of Labor Commissioner - cont'd

Hamilton,Karen A	Emergency Dispatcher
Hansley,Naichelle L	Emergency Dispatcher
Hickman,Lakeshia S	Emergency Dispatcher
Hill,Ingrid D	Emergency Dispatcher
Hill,Lorenzo J	Emergency Dispatcher
Horton,Lisa D	Emergency Dispatcher
Hunter,Monae C	Emergency Dispatcher
Jones,Quantina A	Emergency Dispatcher
Jordan,Adrienne D	Emergency Dispatcher
King,Angela L	Emergency Dispatcher
Leacock,Zoelia L	Emergency Dispatcher
Lesane,Edward S	Emergency Dispatcher
Lewis III,Robert N	Emergency Dispatcher
Lewis,Erica C	Emergency Dispatcher
Longshore,Mobutu A	Emergency Dispatcher
Mackinnon,Alexis T	Emergency Dispatcher
McKoy,Tijuana D	Emergency Dispatcher
McPhaul,Allison V	Emergency Dispatcher
Milligan,Monique T	Emergency Dispatcher
Moore,Qiana T	Emergency Dispatcher
Moore,Tyrese L	Emergency Dispatcher
Nelson,Danielle L	Emergency Dispatcher
Noel,Iris N	Emergency Dispatcher
Obot,Marcella R	Emergency Dispatcher
Parrott,Tiffani A	Emergency Dispatcher
Rawlings,Kellye A	Emergency Dispatcher
Redfern,Maisha M	Emergency Dispatcher
Reed,Robin C	Emergency Dispatcher
Rodgers,Chanae M	Emergency Dispatcher
Scott,Sheena S	Emergency Dispatcher
Shiflett,Jamie C	Emergency Dispatcher
Smith,Markita R	Emergency Dispatcher
Smith,Timothy J	Emergency Dispatcher
Stennis,Myrtha N	Emergency Dispatcher
Stevenson,Beverly F	Emergency Dispatcher
Taylor,Tinesia A	Emergency Dispatcher
Townes,Artesh B	Emergency Dispatcher
Wessell,Teresa C	Emergency Dispatcher

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Office of Labor Commissioner - cont'd

Wilkerson,Candace E	Emergency Dispatcher
Womack,Diksha D	Emergency Dispatcher
Woods,Denise D	Emergency Dispatcher

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**



AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Procurement

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

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

**STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:**

On October 25, 2018, the City Purchasing Agent approved the initial award in the amount of \$9,588.00. The award contained one renewal option. This final renewal in the amount of \$13,700.00 is for the period October 25, 2020 through October 24, 2021. The above amount is the City's estimated requirement.

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

**MBE/WBE PARTICIPATION:**

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

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

FINCH SERVICES, INC.  
(Agriculture equipment only)

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

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

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

**MBE/WBE PARTICIPATION:**

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

**MWBOO GRANTED A WAIVER ON MAY 31, 2017.**

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

On November 25, 2019, the City Purchasing Agent approved the initial award in the amount of \$25,000.00. On July 1, 2020, the Board approved an increase in the amount of \$7,443.00. This increase in the amount of \$12,331.00 is necessary for additional repairs. This increase will make the award amount \$44,774.00. The contract expires on November 24, 2020, with no renewal options. The above amount is the City's estimated requirement.

**MBE/WBE PARTICIPATION:**

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

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

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

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

**MBE/WBE PARTICIPATION:**

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

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

**MWBOO FOUND VENDOR IN COMPLIANCE ON JULY 24, 2020.**

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

5. JADIAN, INC.	\$ 190,000.00	Non-competitive/ Procurement/Ratification to Agreement
--------------------	---------------	--

Contract No. 08000 - Jadian Licenses - Department of Health -  
Req. Nos.: R853530, R853454 and R853466

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

**STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:**

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

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

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

**MBE/WBE PARTICIPATION:**

Not applicable. Proprietary software is exclusively available from the Vendor.

(The Agreement has been approved by the Law Department as to form and legal sufficiency.)

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

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

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

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

**STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:**

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

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

**MBE/WBE PARTICIPATION:**

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

7. BOUND TREE MEDICAL LLC	\$600,000.00	Cooperative Contract
------------------------------	--------------	----------------------

Fairfax County Government Contract No. 4400009563 - First Aid Supplies - Baltimore Fire Department Head Quarters - Baltimore City Fire Department - Req. No.: R858388

The products are required by the agency through a Cooperative Contract No. 4400009563 of Fairfax County Virginia. The purpose of this procurement is to have a secondary option to

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

order medical supplies when they are not available from the City's primary Vendor. The period of the award is August 12, 2020 through December 26, 2020, with renewal options. The above amount is the City's estimated requirement.

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

**MBE/WBE PARTICIPATION:**

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

- 8. WHC MD, LLC t/a  

zTRIP	\$ 0.00	Assignment Agreement
-------	---------	----------------------

Contract No. 06000 - Transportation for Special Election - Board of Elections - P.O. No.: P550175

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

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

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

**MBE/WBE PARTICIPATION:**

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

(The Assignment Agreement has been approved by the Law Department as to form and legal sufficiency.)

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

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

**MBE/WBE PARTICIPATION:**

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

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

On August 26, 2015, the Board approved the initial award in the amount of \$6,756,750.00. The award contained two renewal options. Subsequent actions have been approved and two

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

renewals have been exercised. This extension is necessary to allow time to advertise and award a new contract. The period of the extension is August 26, 2020 through January 25, 2021. The above amount is the City's estimated requirement.

**MBE/WBE PARTICIPATION:**

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

**MWBOO GRANTED A WAIVER ON MARCH 3, 2015.**

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

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

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



AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

**MBE/WBE PARTICIPATION:**

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

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

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

12. STANLEY CONVERGENT

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

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

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Procurement - cont'd

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

**MBE/WBE PARTICIPATION:**

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

13. PNC BANK,	Non-competitive/
NATIONAL ASSOCIATION	Procurement/
\$ 0.00	Extension

Contract No. B50000757 - Small Purchases Procurement Card Services - Department of Finance - Bureau of Procurement - P.O No.: P508321

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

**STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:**

On June 3, 2009, the Board approved the initial award in the amount of \$0.00. PNC Bank is the card provider of the City's Small Purchasing Procurement Card Program. An extension is necessary to continue services while completing the award and to allow the current contract to end at the close of the statement cycle. The period of the extension is September 1, 2020 through September 15, 2020. The above amount is the City's estimated requirement.

**MBE/WBE PARTICIPATION:**

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

AGENDA

BOARD OF ESTIMATES

8/12/2020

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Procurement - cont'd

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

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

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

**MBE/WBE PARTICIPATION:**

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

**MWBOO GRANTED A WAIVER ON MARCH 21, 2013.**

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

\* \* \* \* \*

The Board is requested to  
approve award of  
the formally advertised contract  
listed on the following pages:

82 - 85

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

In connection with the Transfers of Funds,  
reports have been requested from the Planning Commission,  
the Director of Finance having reported favorably  
thereon, as required by the provisions  
of the City Charter.

AGENDA

BOARD OF ESTIMATES

8/12/2020

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

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

**DBE SET A GOAL OF 94.58%.**

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

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

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,994,072.00 FED	9950-908056-9509 Construc. Res. Citywide System Preservation	
748,518.00 GF (HUR)	" "	
<u>\$3,742,590.00</u>		
\$3,118,825.00	-----	9950-920050-9508-6 Structure & Improve- ments
467,823.75	-----	9950-920050-9508-5 Inspection

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
155,941.25	-----	9950-920050-9508-2
<b>\$3,742,590.00</b>		Contingencies
		Clinton Street Slab
		Rehab TR 17302

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

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

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

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

\*Self Performing

**MWBOO FOUND VENDOR IN COMPLIANCE ON JULY 15, 2020.**

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

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

Department of Transportation

4. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 650,666.28	9950-902465-9509	
GF (HUR)	Construc. Res.	
	Curb Repair	
	Citywide	
575,886.00	" "	
State Constr.		
Rev. Future		
<u>FY'20 Series</u>		
<b>\$1,226,552.28</b>		
\$1,066,567.20	-----	9950-905566-9508-6
		Structure & Improve-
		ments
106,656.72	-----	9950-905566-9508-5
		Inspection
53,328.36	-----	9950-905566-9508-2
<u>\$1,226,552.28</u>		Contingencies
		Concrete Slab Im-
		provements
		TR 20015

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

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Procurement

- 5. B50005748, Electronic Health Record Management Software and Support Services  
  
(Health Dept.)

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



**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - Settlement Agreement and Release

**ACTION REQUESTED OF B/E:**

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

**AMOUNT OF MONEY AND SOURCE:**

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

**BACKGROUND/EXPLANATION:**

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

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

Plaintiff filed the current lawsuit on March 24, 2020, alleging violations of his civil rights under 42 U.S.C. § 1983, violations of Articles 10, 24, 26, and 40 of the Maryland Declaration of Rights, and state law battery. Defendants removed the case to Federal Court shortly thereafter.

In order to resolve this case, avoiding the expense, time, and uncertainties of further protracted litigation and the potential

**AGENDA**

**BOARD OF ESTIMATES**

**8/12/2020**

Law Department - cont'd

for an excess judgment, the Defendants have agreed to offer McGrier payment of \$500,000.00, for complete settlement of the case, including attorney's fees and costs. In return, McGrier has agreed to dismiss all claims against Williams and Smith-Saxon, as well as the Baltimore Police Department and the Mayor and City Council.

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

(The Settlement Agreement has been approved by the Law Department as to form and legal sufficiency.)

**12:00 NOON**

**ANNOUNCEMENTS OF BIDS RECEIVED**

**AND**

**OPENING OF BIDS, AS SCHEDULED**