

WORK SESSION – JULY 28, 2026, 4 P.M.

FOR

**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2026, LEGISLATIVE DAY NO. 15
AUGUST 3, 2026 6:00 P.M.**

**CEB = CURRENT EXPENSE BUDGET
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE**

A. CALL OF BILLS FOR FINAL READING AND VOTE

Bill 67-26 – Mr. Ertel - Zoning Regulations – Uses Permitted in the D.R. 5.5 Zone – Event Venue

B. BILLS FOR FIRST CONSIDERATION

Bill 68-26 – Councilmembers – Ertel & Marks – Zoning Regulations – Smoke Shops

Bill 69-26 – Mr. Ertel – Zoning Regulations – Uses Permitted in the D.R. Zones – Housing for the Elderly

Bill 70-26 – Mr. Ertel – Zoning Regulations – Automotive Parts Sales Facility

Bill 71-26 – Mr. Marks – Zoning Regulations – Uses Permitted in the Manufacturing, Light (M.L.) Zone – Union Halls

C. APPROVAL OF FISCAL MATTERS/CONTRACTS

1. Contracts – (2) – Recovery Housing Services

2. Purchase Order – Johnson Controls Building Solutions, LLC – Building automation system – Pikesville Fire Station

3. Contracts – (3) – Radio tower inspections

4. Contract – Stericycle, Inc. – Secure document destruction services

5. Contract – TischlerBise – Consultant services – Development Impact Fee and Excise Tax

6. Amendments to Contracts – (2) – On-call engineering services – Pumping stations

7. Amendments to Contracts – (6) – On-call engineering transportation structural design services

8. Amendment to Contract – WSP USA, Inc. – Consent decree management services

9. Contract – T.E.A.M. Service Corporation of New York – Electric motor repair services – Pumping stations

10. Purchase Order – Nassco, Inc. – Training services – Inspecting and evaluating sewer systems

11. Amendment to Contract – Beveridge & Diamond, P.C. – Legal services – Sanitary Sewer Overflow Consent Decree

12. Contract – Spigler Petroleum Equipment, LLC – Fuel system maintenance services

D. MISCELLANEOUS BUSINESS

1. Correspondence - (a) (16) - Non-Competitive Awards (June 5, 2026)

2. Appointment – Mr. Ertel(By Req.) – Advisory Committee for Public School Capacity – Carolann Sharpe

3. Appointment – Mr. Crandell – Baltimore Fair Election Fund Commission – Suzanne Eidbo

4. Appointment – Mr. Crandell – Advisory Committee for Public School Capacity – Meghan Weber

5. Res. 20-26 – Mr. Patoka – Support for Apple Store Employees

6. Grants – Mr. Ertel(By Req.) – FY2027 Arts and Sciences Grants

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2026**

*Issued: July 23, 2026
Work Session: July 28, 2026
Legislative Day No. 15: August 3, 2026*

The accompanying notes provide analysis of unaudited information obtained from the Administration and other sources; most notes for Administration-submitted agenda items are prepared primarily by the Office of the County Auditor, while most notes for Council-initiated agenda items are prepared primarily by the Office of the Legislative Counsel to the County Council.



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

August 3, 2026

NOTES TO THE AGENDA

TABLE OF CONTENTS

	PAGE
LEGISLATIVE SESSION	
Witnesses	ii
<u>BILLS – FINAL READING</u>	
Bill 67-26	1
<u>BILLS – FOR FIRST CONSIDERATION</u>	
Bill 68-26	2
Bill 69-26	4
Bill 70-26	6
Bill 71-26	7
<u>FISCAL MATTERS</u>	
FM-1	8
FM-2	*
FM-3	*
FM-4	*
FM-5	13
FM-6	16
FM-7	20
FM-8	25
FM-9	29
FM-10	33
FM-11	36
FM-12	40
<u>MISCELLANEOUS BUSINESS</u>	
MB-5 (Res. 20-26)	44
MB-6	45
APPENDIX	
Correspondence (1) (a)	51

* Addendum

**AGENDA
BALTIMORE COUNTY COUNCIL
LEGISLATIVE SESSION 2026, LEGISLATIVE DAY NO. 15
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Page

CALL OF BILLS FOR FINAL READING AND VOTE

COUNCIL

- 1 Bill 67-26 – Mr. Ertel - Zoning Regulations – Uses Permitted in the D.R. 5.5 Zone – Event Venue

BILLS FOR FIRST CONSIDERATION

COUNCIL

- 2 Bill 68-26 – Councilmembers – Ertel & Marks – Zoning Regulations – Smoke Shops
4 Bill 69-26 – Mr. Ertel – Zoning Regulations – Uses Permitted in the D.R. Zones – Housing for the Elderly
6 Bill 70-26 – Mr. Ertel – Zoning Regulations – Automotive Parts Sales Facility
7 Bill 71-26 – Mr. Marks – Zoning Regulations – Uses Permitted in the Manufacturing, Light (M.L.) Zone – Union Halls

APPROVAL OF FISCAL MATTERS/CONTRACTS

LAWRENCE RICHARDSON, DEPUTY DIRECTOR, DEPARTMENT OF HEALTH & HUMAN SERVICES

- 8 1. Contracts – (2) – Recovery Housing Services

DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT

- * 2. Purchase Order – Johnson Controls Building Solutions, LLC – Building automation system – Pikesville Fire Station

MOMEN ABUKHDEIR, DEPUTY DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY

- * 3. Contracts – (3) – Radio tower inspections
* 4. Contract – Stericycle, Inc. – Secure document destruction services

STEVE LAFFERTY, DIRECTOR, DEPARTMENT OF PLANNING

- 13 5. Contract – TischlerBise – Consultant services – Development Impact Fee and Excise Tax

LISA EICHOLTZ, DEPUTY DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

- 16 6. Amendments to Contracts – (2) – On-call engineering services – Pumping stations
20 7. Amendments to Contracts – (6) – On-call engineering transportation structural design services
25 8. Amendment to Contract – WSP USA, Inc. – Consent decree management services
29 9. Contract – T.E.A.M. Service Corporation of New York – Electric motor repair services – Pumping stations
33 10. Purchase Order – Nassco, Inc. – Training services – Inspecting and evaluating sewer systems

JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW

- 36 11. Amendment to Contract – Beveridge & Diamond, P.C. – Legal services – Sanitary Sewer Overflow Consent Decree

KEVIN REED, DIRECTOR, OFFICE BUDGET & FINANCE

- 40 12. Contract – Spigler Petroleum Equipment, LLC – Fuel system maintenance services

MISCELLANEOUS BUSINESS

COUNCIL

- 51 1. Correspondence - (a) (16) - Non-Competitive Awards (June 5, 2026)
- 2. Appointment – Mr. Ertel(By Req.) – Advisory Committee for Public School Capacity – Carolann Sharpe
- 3. Appointment – Mr. Crandell – Baltimore Fair Election Fund Commission – Suzanne Eidbo
- 44 4. Appointment – Mr. Crandell – Advisory Committee for Public School Capacity – Meghan Weber
- 5. Res. 20-26 – Mr. Patoka – Support for Apple Store Employees

JONATHAN SACHS, DIRECTOR, DEPARTMENT OF ECONOMIC & WORKFORCE DEVELOPMENT

- 45 6. Grants – Mr. Ertel(By Req.) – FY2027 Arts and Sciences Grants

Mr. Ertel

Zoning Regulations – Uses Permitted in the D.R. 5.5 Zone – Event Venue

Bill 67-26 permits an event venue or a similar establishment by right in the Density Residential (D.R.) 5.5 Zone under certain circumstances.

Currently, certain event-related and social uses are permitted in some D.R. zones. Specifically, community buildings, swimming pools, commercial beaches, golf courses, country clubs and other similar civic, social, recreational, or educational uses, including certain tennis facilities, are permitted by special exception. For some older buildings in D.R. zones, approval for their use as event venues, clubs, and other social gathering places was granted prior to the establishment of the D.R. zones, and in some cases, prior to the implementation of the modern Zoning Regulations. However, those historic uses are not reflected in the current D.R. Zoning Regulations.

Bill 67-26 permits a property in the D.R. 5.5 Zone that was granted approval for use as a private club on or before March 30, 1955 to be used as a private club, catering hall, or event venue as of right.

With the affirmative vote of five members of the County Council, Bill 67-26 will take effect 14 days after its enactment.

Bill 68-26

Council District(s) All

Councilmembers Ertel & Marks

Zoning Regulations – Smoke Shops

Bill 68-26 establishes a definition of a smoke shop and establishes proximity standards for smoke shops located near schools, certain treatment facilities, recreation centers, public parks, and other smoke shops. The bill also clarifies that certain existing uses qualify as a smoke shop if they meet specific conditions, making them subject to smoke shop requirements. The bill also provides limitations on smoke shop lighting. Finally, the bill requires owners of certain non-conforming smoke shops to come into compliance within one year.

A smoke shop is defined as a business that is engaged in the retail sale or on-site consumption of tobacco products, tobacco smoking accessories, any device or paraphernalia that can be used to deliver nicotine or other substances to the individual inhaling from the device, or any cartridge, component, or accessory of the device and operates under one or more tobacco or smoking-related licenses established by the Maryland Code, Business Regulation Article. In addition, to qualify as a smoke shop, the business must devote more than 5 linear feet of display area, measured by shelf space, counter space, and wall-mounted displays, whether vertical or horizontal, to one or more of the tobacco or smoking products or devices that are defined by the State Business Regulation Article.

However, a business is not considered a smoke shop if the business primarily derives its revenue from the sale of premium cigars, pipe tobacco, membership fees, or locker rentals, or if the sale of tobacco products is secondary to the business's primary retail function and less than 10% of the business's revenue is derived from the sale of tobacco products.

Finally, if a business constitutes a hookah lounge, vapor lounge, convenience store, fuel service station, or automotive service station as those uses are defined under the Zoning Regulations, that business shall be considered a smoke shop in addition to any other use and must comply with the smoke shop regulations if the business operates under one or more of the State tobacco or smoking licenses and devotes more than 5 linear feet of display area to tobacco or smoking products.

Bill 68-26 establishes proximity standards for smoke shops in order to promote the health, safety, and public welfare of Baltimore County residents. Under these standards, a smoke shop may not be located within 1,000 feet of:

- a public or private school;
- a hospital, mental health center, or substance abuse center licensed by the Maryland Department of Health;
- a public recreation center;
- a public park or playground; or
- another smoke shop.

The distance between properties shall be measured using the shortest separation between the property boundary lines. Bill 68-26 specifies that the owner of a premises where a smoke shop is located shall have one year from the bill's effective date to come into compliance with the proximity standards, after which they may be subject to Code Enforcement action by the County.

Last, Bill 68-26 sets lighting restrictions for smoke shops. Specifically, the bill prohibits any displays or signs in or on the building or premises with LED flashing lights or permanent illuminated tubing or strings of lights outlining property lines, sales areas, rooflines, doors, windows, edges of any building, or fencing. The bill also prohibits a revolving device that causes intermittent flashes of light to be projected. Smoke shops must conform to these lighting requirements within 14 days after the enactment of Bill 68-26.

With the affirmative vote of five members of the County Council, Bill 68-26 will take effect 14 days after its enactment.

Bill 69-26

Council District(s) All

Mr. Ertel

Zoning Regulations – Uses Permitted in the D.R. Zones – Housing for the Elderly

Bill 69-26 permits housing for the elderly in several Density, Residential (D.R.) Zones on properties of a certain size located in specific geographic areas of the County. The bill also establishes bulk, area, and setback requirements for such use and sets limits on the number of dwelling units. Last, the bill modifies the residential transition area requirements for the use.

The Baltimore County Zoning Regulations define housing for the elderly as a building, a section of a building, or a group of buildings that contains dwellings where the occupancy of the dwellings is restricted to persons 55 years of age or older or to couples where either spouse or domestic partner is 55 years of age or older, and to any person, regardless of age, who has a physical or developmental disability. There are two classes of housing for the elderly – Class A, which is constructed under a federal or State housing or tax act, and Class B, which is not constructed under such federal or State acts.

Currently, housing for the elderly (also referred to as elderly housing facilities) is permitted in several zones, including some D.R. Zones, Residential, Apartment Elevator (R.A.E.) 1 and 2, Community Business (C.B.), Manufacturing Light (M.L.), Manufacturing Light Restricted (M.L.R.), and the Commercial, Community Core (C.C.C.), Commercial, Town Center Core (C.T.), Mixed-Use (M.U.), and Honeygo overlay districts. However, many of these permitted uses have specific conditions that must be met, which limits the applicability of the use. Additionally, there is an Elderly and Senior Housing overlay district that authorizes several senior-based housing uses, including age-restricted housing, housing for the elderly, and assisted living facilities, as well as buildings and uses that are accessory to such housing.

Bill 69-26 permits housing for the elderly by-right in all D.R. Zones, subject to the following restrictions:

- the use is located on a property containing a minimum of 5 acres; and
- the use is located within an area bounded by Charles Street to the west, Stevenson Road to the south, York Road to the east, and Towsontown Boulevard to the north.

Bill 69-26 also states that the only applicable density, bulk and area, and setback requirements shall be those as set forth for non-residential uses in the D.R. 16 Zone in sections 1B01.2.C.1.a and 1B02.2.A of the Zoning Regulations. The height of a proposed building or building addition permitted under this use may not exceed the height of the tallest existing building on the site or 60 feet, whichever is greater. Also, the length of a building permitted under this use is not subject to any restrictions.

Finally, the bill establishes an exception from the residential transition area restrictions for the conversion of and additions to existing facilities used for religious worship or housing to housing for the elderly.

With the affirmative vote of five members of the County Council, Bill 69-26 will take effect 14 days after its enactment.

Bill 70-26

Council District(s) All

Mr. Ertel

Zoning Regulations – Automotive Parts Sales Facility

Bill 70-26 establishes a definition for an Automotive Parts Sales Facility and permits the use in the Business, Local, Restricted (B.L.R.) Zone and Business, Light (B.L.) Zone. The bill also establishes off-street parking spaces for the use.

An Automotive Parts Sales Facility is defined as a retailer and distributor of automotive replacement parts, fluids, and accessories where at least 50% of the facility is dedicated to the storage of inventory. The definition includes the occasional change of an automotive battery, windshield wipers, light bulbs, or ignition system parts for customers in distress to ensure the health, safety, and general welfare of the public, but excludes body repairs, vehicle painting, and oil changes.

Bill 70-26 permits an Automotive Parts Sales Facility by-right in the B.L. Zone. The bill also permits this use by-right in the B.L.R. Zone, provided the property on which the use is located is in both the B.L. Zone and the B.L.R. Zone and at least 40% of the facility is located in the B.L. Zone. Last, the bill requires an Automotive Parts Sales Facility to have 2.5 off-street parking spaces per 1,000 square feet of gross floor area, which is the same requirement for furniture and carpet stores, building supply retail stores, and retail warehouse clubs (specifically, retail warehouse clubs in the Owings Mills Commercial Revitalization District).

With the affirmative vote of five members of the County Council, Bill 70-26 will take effect 14 days after its enactment.

Bill 71-26

Council District(s) All

Mr. Marks

**Zoning Regulations – Uses Permitted in the Manufacturing, Light (M.L.) Zone –
Union Halls**

Bill 71-26 permits union halls as an accessory use in the Manufacturing, Light (M.L.) Zone. While there is no formal definition in the Zoning Regulations, union halls, also referred to as union hiring halls, are traditionally a meeting space located on or near industrial employers where the unionized workers, or prospective union members or workers, may gather and conduct union business.

According to the National Labor Relations Board, employers in certain industries, particularly construction and maritime, often hire through union hall referrals. An employer's use of the hiring hall for hiring purposes may be voluntary, or it may be compulsory by the terms of the employer's collective agreement with a union.

Currently, the Zoning Regulations permit union halls or other places of assembly for employment-related activities by-right in the Manufacturing, Heavy (M.H.) Zone or the M.H.-Industrial, Major (I.M.) Zone with at least 2,500 acres in area that is under common ownership or control. This same use is also permitted in the M.L. Zone by special exception as an auxiliary service use that serves primarily the industrial uses and related activities in the surrounding industrial area, provided it is located in a planned industrial park at least 25 acres in net area or in an I.M. District.

Bill 71-26 loosens this restriction by permitting union halls or other places of assembly for employment-related activities by-right in the M.L. Zone as an accessory use.

With the affirmative vote of five members of the County Council, Bill 71-26 will take effect 14 days after its enactment.

FM-1 (2 Contracts)

Council District(s) All

Department of Health and Human Services

Recovery Housing Services

The Administration is requesting retroactive approval of two contracts, with Serenity Sistas, Inc. and Uplift Recovery Homes, LLC, to provide recovery housing services for County residents age 18 and older, who are in recovery from a substance use disorder, opiate use disorder, or co-occurring disorder. Each contract commences July 31, 2026, continues through August 3, 2026, and may not exceed \$25,000 unless approved by the Council. If approved, each contract will continue through June 30, 2027 and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal an additional 120 days. Each contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation for both contractors combined totals \$201,334 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Total Compensation	Notes
County	--	⁽¹⁾ Maryland Department of Health, Behavioral Health Administration.
State ⁽¹⁾	\$ 201,334	
Federal	--	⁽²⁾ Department's estimate for the entire 5-year and 4-month term.
Other	--	
Total	\$ 201,334 ⁽²⁾	

Analysis

The contractors will provide Level II (Monitored) recovery housing services for County residents, age 18 and older, who are in recovery from a substance use disorder, opioid use disorder, or a co-occurring disorder (e.g., mental illness) and do not have the financial means to pay for these services, which are not typically covered by insurance. The Department advised that Level II (Monitored) residences are frequently called sober homes or sober living; they are alcohol and substance-free recovery housing that utilize house rules and peer accountability to maintain safe and healthy living environments. The Department further advised that senior residents are appointed by the owner/operator to serve as the head of household. The Department noted that Level II (Monitored) residences include peer-run groups, drug screenings, house meetings, and involvement in self-help and/or treatment services. The Department advised that services are intended to help ensure that individuals are able to access a safe, healthy environment to initiate and sustain recovery.

The Department's Bureau of Behavioral Health (BBH) will refer clients for these services and will serve as the "gatekeeper" for the individual admissions into its recovery housing program. Individuals will be referred only after the BBH reviews a County resident's application and determines that the individual is an appropriate candidate for this service and the level of service required. Individuals may be funded for recovery housing up to a maximum of 120 days. The Department advised that to be eligible for Baltimore County funding, a client must be enrolled and actively engaged in an intensive outpatient program (IOP) of their choice. The Department further advised that IOPs provide services that are separately billable and that most recovery housing service providers operate IOPs.

Serenity Sistas, Inc. will provide housing at three Annapolis locations, with a combined 33-bed capacity. Uplift Recovery Homes, LLC will provide housing across seven locations that combined have a 92-bed capacity: 3 in Annapolis (37 beds), 2 in Pasadena (31 beds), and 2 in Glen Burnie (24 beds). The contractors will provide services either at their facilities or in the community, depending on the type of service to be provided. The Department advised that community services, such as job readiness training, budgeting, and family reunification, can be provided in Anne Arundel County with the support of Baltimore County peer recovery specialists as participants prepare to transition into the community. (The Department advised that it has transportation funding available to assist participants who may have challenges associated with the location of the recovery homes in Anne Arundel County.) The Department estimates that its recovery housing contractors will serve 30 clients annually. The Department advised that, while

the number of individuals to be served is fewer than under the current contracts, the proposed contracts include multiple wraparound services to ensure that families have the resources they need, resulting in greater impact. The Department further advised that the County will work with community partners to serve any participants exceeding the number of available beds.

Serenity Sistas, Inc., and Uplift Recovery Homes, LLC, will provide services at a daily rate-per-bed of \$34.37. The solicitation required that each proposed facility must be certified through the Maryland Coalition of Recovery Residences (MCOORR), which requires each residence to comply with National Alliance for Recovery Residences (NARR) standards.

Each contract commences July 31, 2026, continues through August 3, 2026, and may not exceed \$25,000 unless approved by the Council. If approved, each contract will continue through June 30, 2027 and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. Each contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation for both contractors combined totals \$201,334 for the entire 5-year and 4-month term, including the renewal and extension periods. The County may terminate each agreement by providing 30 days prior written notice.

The County awarded the contracts through a competitive procurement process based on qualifications, experience, and value from six proposals received. The Department further advised that Serenity Sistas, Inc., and Uplift Recovery Homes, LLC were the only two providers that met all qualifications. The Department advised that there is not an M/WBE participation requirement.

On September 8, 2020, the Council approved similar 5-year and 4-month contracts with Misha House, LLC (Level II), Another Chance Recovery Services, Inc. (Level II), Light of Truth Center, Inc. (Levels II and III-Supervised), Maryland Recovery Homes (Level II), and One Promise Transitional Housing, LLC (Level I-Peer-Run). On January 5, 2026, the Council approved an amendment to extend the contracts (with the exception of Another Chance Recovery Services, Inc., which is no longer operational) by approximately seven months, through the earlier of July 30, 2026, or the date upon which a new contract has been executed. According to the County's financial system, as of July 9, 2026, expenditures under the contracts totaled \$549,748: \$224,500 to One Promise Transitional Housing, LLC, \$182,306 to Maryland Recovery Homes, \$68,662 to

Another Chance Recovery Services, Inc., \$55,200 to Misha House, LLC, and \$19,080 to Light of Truth Center, Inc.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Recovery Housing Services

PURPOSE

The Baltimore County Bureau of Behavioral Health (BBH) seeks to contract with two providers that are state certified through Maryland Certification of Recovery Residences (MCORR) as Level II recovery residences and that meet the National Alliance of Recovery Residences (NARR) standards. The intent of providing contracted recovery housing is to ensure individuals seeking recovery are able to access a safe, healthy recovery environment to initiate and sustain their wellness in a residence that supports the initiation and maintenance of long-term recovery. Through collaboration with BBH peer recovery specialists, the program will help to ensure timely access to housing, ongoing monitoring of individual progress, and adherence to evidence-based practices.

BACKGROUND

The target population is adults, age 18 and above, who are in recovery from a substance use disorder (SUD) or a co-occurring disorder. Individuals can be funded for up to 120 days, with extensions being granted each 30 days on a case-by-case basis. Each case will be evaluated monthly by the peer specialist assigned to the individual, with final approval given by the Program Manager for Recovery Support Services, or designee. Award for housing does not guarantee a minimum number of referrals.

Peer support specialists working for the Baltimore County BBH will be the referral source for this program. The BBH will serve as the gatekeeper for the individual admissions into the program's recovery housing and will determine if an individual is appropriate for recovery housing through this grant.

FISCAL

We have \$38,000 encumbered for the two houses in FY27, which would enable 30 unduplicated individuals to receive services for an average stay of 45 days (starting August 1).

Prepared by: Department of Health and Human Services

FM-5 (Contract)

Council District(s) All

Department of Planning

Consultant Services – Development Impact Fee and Excise Tax

The Administration is requesting approval of a contract with TischlerBise to prepare a development impact fee and excise tax study required by Bill 20-26. The contract commences upon Council approval and continues through March 31, 2027. Compensation may not exceed \$248,860 for the entire 8-month term. The Department advised that the consulting services will be financed with general obligation bond funding. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 248,860	⁽¹⁾ Capital Projects Fund – general obligation bond proceeds.
State	--	⁽²⁾ For the entire 8-month term.
Federal	--	
Other	--	
Total	<u>\$ 248,860</u> ⁽²⁾	

Analysis

On April 15, 2026, the Council adopted Bill 20-26 (effective April 29, 2026) for the purposes of clarifying the method for calculating the development impact fee on residential new construction, providing for a certain exemption from the development impact fee, and requiring the County to conduct a study on certain calculations for development impact fees and development excise taxes and submit a report with recommendations to the County Executive and County Council by December 31, 2026.

The contractor will provide consulting services to study and review methodology, calculations, and relevant factors for the development impact fees and excise taxes. Services include data acquisition; preparing land use assumptions and development projections; determining capital facility needs and service levels; evaluating different allocation methodologies; determining the need for “credits” to be applied against capital costs; conducting funding and cash flow analyses; preparing the impact fee report and public presentations; and conducting public outreach. The Department advised that the contractor will work with County staff to ensure that assumptions and methodologies are consistent with recommended County policy directives and strategic objectives. Hourly rates range from \$210 to \$250 depending on the position (i.e., project analyst, project support, project manager).

The contract commences upon Council approval and continues through March 31, 2027. Bill 20-26 requires the County to conduct the study and submit a report with recommendations to the County Executive and County Council by December 31, 2026. The Department advised that the contractor is unable to complete the study and submit the report by that deadline. Compensation may not exceed \$248,860 for the entire 8-month term. The County may terminate the agreement by providing prior written notice. The Department advised that there is not an M/WBE participation requirement.

The County awarded the contract as a cooperative procurement of an existing competitively-bid Lancaster County, South Carolina 5-year agreement that was effective March 26, 2026. The Department advised that the Lancaster County contract encompasses the exact services required by the County and that soliciting bids/proposals through a formal procurement process would result in the study being significantly delayed. The Department further advised that the contractor is an innovator in the field, pioneering a customized approach to designing impact fees. The Department advised that there is not an M/WBE participation requirement.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is... for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...”

Executive Summary

The Baltimore County Council passed Bill 20-26, requiring that the County initiate a study on impact fees with a report due to Council by December 31, 2026. The bill was passed for the purpose of clarifying the method for calculating the development impact fee on residential new construction; providing for a certain exemption from the development impact fee; requiring the County to conduct a study on certain calculations for development impact fees and development excise taxes and submit a report with recommendations to the County Executive and County Council by a certain time; and generally relating to development impact fees.

The County seeks to hire TischlerBise to conduct this study. TischlerBise has prepared over 1,200 impact fee studies across the country-more than any other firm-including 11 counties in Maryland. They are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.

Their Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly the economic effect of implementation. They have extensive experience as consensus builders working with a broad cross section of urban, suburban and rural communities across country.

The firm will work with County staff to ensure assumptions and methodologies are consistent with recommended County policy directives and strategic objectives. With decades of impact fee experience across the nation, TischlerBise has pioneered best practices with a clear trend from generic, cookie-cutter, fee studies to the realization that fees can and should be customized to function as an integral component of the community's strategic plan.

Prepared by: Department of Planning

FM-6 (Amendments to 2 Contracts)**Council District(s) All**

Department of Public Works and Transportation

On-Call Engineering Services – Pumping Stations

The Administration is requesting approval of amendments to two contracts, with Johnson, Mirmiran & Thompson Inc. (JMT) and Rummel, Klepper & Kahl, LLP (RK&K), to continue to provide on-call sanitary sewer rehabilitation design services throughout the County. The Department advised that the proposed amendments, which commence upon Council approval, are necessary due to the increasing frequency and urgency of repairs associated with aging infrastructure. The proposed amendments remove the existing combined compensation cap of \$10,000,000 and do not include a specified not-to-exceed compensation amount; instead, total compensation for all contractors combined is limited to the amount appropriated or allocated for these services over the contract term. The Department advised that combined estimated compensation totals \$12,000,000 for the entire 6-plus-year terms, including the renewal periods (an increase of \$2,000,000 from the existing upset limit). The contracts commenced August 1, 2022. See Exhibit A.

Fiscal Summary

Funding Source	Current Combined Maximum Compensation	Amended Combined Estimated Compensation ⁽²⁾
County ⁽¹⁾	\$ 10,000,000	\$ 12,000,000
State	--	--
Federal	--	--
Other	--	--
Total	<u>\$ 10,000,000 ⁽³⁾</u>	<u>\$ 12,000,000 ⁽⁴⁾</u>

⁽¹⁾ Capital Projects Fund (Metropolitan District).

⁽²⁾ The proposed amendments remove the existing compensation cap and limit compensation to the amount appropriated for these services or to the Metro funding allocations for these services over the entire contract term.

⁽³⁾ Current combined maximum compensation for the 6-plus-year terms.

⁽⁴⁾ Department's estimated combined compensation for the entire 6-plus-year terms, including the renewal periods; estimate exceeds the previous combined maximum compensation by \$2,000,000.

Analysis

The contractors will continue to provide on-call civil, structural, mechanical, and electrical engineering design services for sewer pumping stations, water pumping stations, sewer force mains, and appurtenances. Services may include preparation of designs, specifications, and cost estimates; performing investigations, inspections, surveys, and studies; testing services; and construction phase services.

The County will continue to compensate each contractor for services at the engineer's cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits. The County will continue to charge contract costs to specific projects as it assigns work tasks. The County may terminate the agreements by providing 30 days prior written notice.

The contracts stipulate that should work be performed under the 2005 consent decree, the contractors shall be liable for payment of penalties charged to the County for failure by the contractors to meet or achieve deadlines or requirements. The damages payable are dependent upon the type of project and the length of delay in completing the project. The Department advised

that it does not expect to utilize these contracts for consent decree pump station upgrades; however, the contracts include force main design work which may include active consent decree projects.

On August 1, 2022, the Council approved the original 6-plus-year contracts with combined compensation not to exceed \$10,000,000. Each contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The proposed amendments, which commence upon Council approval, remove the existing combined compensation cap of \$10,000,000 and do not include a specified not-to-exceed compensation amount; instead, total compensation for all contractors combined is limited to the amount appropriated or allocated for these services over the contract term. The Department advised that combined estimated compensation totals \$12,000,000 for the entire 6-plus-year terms, including the renewal periods (an increase of \$2,000,000 from the existing upset limit). All other conditions remain the same. According to the County's financial system, as of July 13, 2026, expenditures under the contracts totaled \$353,270: \$294,706 to Johnson, Mirmiran & Thompson, Inc., and \$58,564 to Rummel, Klepper & Kahl, LLP.

The Department previously advised that the Professional Services Selection Committee (PSSC) selected the contractors from 5 submittals based on qualifications and experience. The Department also previously advised that tasks will be assigned to the contractors based on the size, type, and complexity of the work and the qualifications, skillsets, and staffing availability of the firms. When the contracts commenced, projects were assigned by Tier, with these contractors assigned to "Tier 2" projects (those exceeding \$100,000). The Department advised that it no longer uses the Tier classification and instead assigns projects based on the contractors' technical capabilities. The Department advised that there is a 20% M/WBE participation requirement.

The County's financial system indicated that as of July 13, 2026, the County has 11 other contracts with JMT and 9 other contracts with RK&K. FM-7 on this agenda includes an amendment to a contract with JMT for on-call engineering transportation structural design services.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

EXECUTIVE SUMMARY

2021-02 On-Call Engineering Services for Pumping Stations Tier 2

The Administration is requesting approval of amendments to two existing contracts with Rummel, Klepper & Kahl, LLP (RK&K) and Johnson, Mirmiran & Thompson, Inc. (JMT) for On-Call engineering services for pumping stations to remove the current compensation cap. The contracts have an initial term of four (4) years, with two (2) additional one-year renewal options, for a maximum term of six (6) years.

BACKGROUND

Professional Engineering Services are required to assist with rehabilitation and improvements to the Baltimore County water and sewage pumping stations and associated force mains. There are 120 sewage pumping stations and corresponding force mains throughout the County. Approximately 20% of these sewage pumping stations have not been evaluated for improvements and an additional 10% of the sewage pumping stations were improved more than 20 years ago and should be reevaluated. There are also County water facility improvements that utilize this contract for design and construction phase services.

The contract has two years of contract time remaining and planned work is expected to upset the not to exceed total. The evaluation and design of sewage pumping stations intended to be assigned to this consultant will be unable to move forward.

FISCAL

The amendments have been reviewed and approved by the Baltimore County Office of Law. If County Council approves these amendments, the contract term will remain in place for an initial 4-year term period, with two, one-year renewal options. There will be no upset limit for these contracts. In no event shall the total compensation paid to the Professional Engineers (i.e. Contractors) under the contracts, exceed the sum of the County Council appropriation or Metro funding allocation during the entire term of the Agreements, including renewals thereof. There is an MBE/WBE goal of 20%.

Prepared by: Department of Public Works and Transportation

FM-7 (Amendments to 6 Contracts)**Council District(s) All**

Department of Public Works and Transportation

On-Call Engineering, Transportation, and Structural Design Services

The Administration is requesting approval of amendments to six contracts, with Pennoni Associates, Inc., McLaren Technical Services, Inc., KCI Technologies, Inc., Johnson, Mirmiran & Thompson, Inc., Brudis and Associates, Inc., and A. Morton Thomas and Associates, Inc. to continue to provide on-call civil engineering, transportation, and structural design services. The Department advised that the proposed amendments, which commence upon Council approval, are necessary due to increased labor costs and the volume of currently funded capital projects. The proposed amendments remove the existing combined compensation cap of \$15,000,000 and do not include a specified not-to-exceed compensation amount; instead, total compensation for all contractors combined is limited to the amount appropriated for these services over the contract term. The Department advised that combined estimated compensation totals \$20,000,000 for the entire 7-plus-year terms, including the renewal periods (an increase of \$5,000,000 from the existing upset limit). The contracts commenced on various dates in 2023. See Exhibit A.

Fiscal Summary

Funding Source	Current Combined Maximum Compensation	Amended Combined Estimated Compensation ⁽²⁾
County ⁽¹⁾	\$ 15,000,000	\$ 20,000,000
State	--	--
Federal	--	--
Other	--	--
Total	<u>\$ 15,000,000 ⁽³⁾</u>	<u>\$ 20,000,000 ⁽⁴⁾</u>

⁽¹⁾ Capital Projects Fund.

⁽²⁾ The proposed amendments remove the existing compensation cap and limit compensation to the amount appropriated for these services over the entire contract term.

⁽³⁾ Current combined maximum compensation for the 7-plus-year terms.

⁽⁴⁾ Department's estimated combined compensation for the entire 7-plus-year terms, including the renewal periods; estimate exceeds the previous combined maximum compensation by \$5,000,000.

Analysis

The contractors will continue to provide on-call engineering, transportation, and structural design services throughout the County. Services include roadway/intersection design, transportation planning, traffic engineering, surveying, drainage design, environmental permitting, minor utility relocation, and structural design.

The County will continue to compensate the contractors for services at the engineer's cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits. The County charges contract costs to specific projects as it assigns work tasks. The County may terminate the agreements by providing 30 days prior written notice.

The contracts stipulate that should the contractor perform work under the 2005 consent decree, it shall be liable for payment of penalties charged to the County for failure by the contractor to meet or achieve deadlines or requirements. The damages payable are dependent upon the type of project and the length of delay in completing the project.

The Department previously advised that the Professional Services Evaluation Committee (PSEC) selected the contractors from 12 "Tier 1" and 12 "Tier 2" submittals to provide services based on

qualifications. When the contracts commenced, projects were assigned by Tier, based on project size. The Department advised that it no longer uses the Tier classification and instead assigns projects based on the contractors' technical capabilities. According to the bid documents, there is a 20% M/WBE participation requirement.

The Council approved the 7-plus-year contracts with combined compensation not to exceed \$15,000,000 on various dates in 2023. Each contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The proposed amendments remove the existing combined compensation cap of \$15,000,000 and do not include a specified not-to-exceed compensation amount; instead, total compensation for all contractors combined is limited to the amount appropriated for these services over the entire contract term. All other conditions remain the same. The Department advised that combined estimated compensation totals \$20,000,000 for the entire 7-plus-year terms, including the renewal periods (an increase of \$5,000,000 from the existing upset limit). The Department advised that the proposed amendments are necessary due to increased labor costs and the volume of currently funded capital projects. According to the County's financial system, as of July 14, 2026, expenditures under the contracts totaled \$6,599,794: \$2,632,421 to Johnson, Mirmiran & Thompson, Inc., \$1,956,168 to KCI Technologies, Inc., \$920,102 to Pennoni Associates, Inc., \$610,776 to A. Morton Thomas and Associates, Inc., \$480,327 to Brudis and Associates, Inc., and \$0 to McLaren Technical Services, Inc., respectively.

The County's financial system indicated that as of July 14, 2026, the County has 9 other contracts with KCI Technologies, Inc., 11 other contracts with Johnson, Mirmiran & Thompson, Inc., 4 other contracts with Brudis and Associates, Inc., 1 other contract with A. Morton Thomas and Associates, Inc., and no other contracts with Pennoni Associates, Inc. and McLaren Technical Services, Inc.

The County's Procurement Affidavit requires potential contractors to indicate whether they are in good standing with the State of Maryland. We noted that, according to the State Department of Assessments and Taxation (SDAT) records as of July 23, 2026, McLaren Technical Services, Inc. is not in good standing. A contractor is deemed to be in good standing if all reports, filings, and penalties due to SDAT are up-to-date and paid and the entity has a valid, active resident agent. The Department advised that the contractor is in the process of resolving the issues that caused the loss of its good standing status with SDAT.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

EXECUTIVE SUMMARY

2021-06 On-Call Civil Engineering Transportation Structural Design Services

The Administration is requesting approval of amendments to existing contracts with Pennoni Associates, Inc., McLaren Technical Services, Inc., KCI Technologies, Inc., Johnson, Mirmiran & Thompson, Inc., Brudis and Associates, Inc., and A. Morton Thomas and Associates, Inc. for on-call civil, transportation, and structural design services to remove the current compensation cap. The contracts have an initial term of five (5) years, with two (2) additional one-year renewal options, for a maximum term of seven (7) years.

BACKGROUND

Professional Engineering Services are required to assist with rehabilitation and improvements to Baltimore County roadways. There are over 2,700 miles of Baltimore County roadways, which are of vital importance to residents, businesses, and visitors to connect with opportunities in a safe and accessible manner.

The contracts have over half the contract time remaining and planned work is expected to exceed the current upset limit. The design of planned roadway improvement projects intended to be assigned to these consultants will be unable to move forward.

FISCAL

The Pennoni Associates, Inc., McLaren Technical Services, Inc., KCI Technologies, Inc., Johnson, Mirmiran & Thompson, Inc., Brudis and Associates, Inc., and A. Morton Thomas and Associates, Inc. amendments have been reviewed and approved by the Baltimore County Office of Law. If the County Council approves these amendments, the contract terms will remain in place for an initial 5-year term period, with two, one-year renewal options. There will be no upset limit for these contracts. In no event shall the total compensation paid to the Professional Engineers (i.e., Contractors) under the contracts exceed the sum of the County Council appropriation during the entire term of the Agreements, including renewals thereof. There is an MBE/WBE goal of 20%.

Prepared by: Department of Public Works and Transportation

FM-8 (Contract Amendment)

Council District(s) All

Department of Public Works & Transportation

Consent Decree Management Services

The Administration is requesting approval of an amendment to a contract with WSP USA, Inc. to provide on-call professional engineering services to continue to assist the County with the management of the requirements identified in the County's 2005 consent decree with the U.S. Department of Justice, U.S. Environmental Protection Agency (EPA), and the Maryland Department of the Environment (MDE). The Department advised that the proposed amendment, which commences upon Council approval, is necessary due to the volume of outstanding consent decree-related projects. The proposed amendment removes the existing compensation cap of \$7,000,000 and does not include a specified not-to-exceed compensation amount; instead, total compensation is limited to the amount appropriated or allocated for these services over the contract term. The Department advised that estimated compensation totals \$8,000,000 for the entire 7-plus-year term, including the renewal periods (an increase of \$1,000,000 from the existing upset limit). The contract commenced September 3, 2024. See Exhibit A.

Fiscal Summary

Funding Source	Current Maximum Compensation	Amended Estimated Compensation ⁽²⁾
County ⁽¹⁾	\$ 7,000,000	\$ 8,000,000
State	--	--
Federal	--	--
Other	--	--
Total	<u>\$ 7,000,000 ⁽³⁾</u>	<u>\$ 8,000,000 ⁽⁴⁾</u>

⁽¹⁾ Capital Projects Fund (Metropolitan District).

⁽²⁾ The proposed amendment removes the existing compensation cap and limits compensation to the amount appropriated for these services or to the Metro funding allocations for these services for the entire contract term.

⁽³⁾ Current maximum compensation for the entire 7-plus-year-term.

⁽⁴⁾ Department's estimated compensation for the entire 7-plus-year term, including the renewal periods; estimate exceeds the previous maximum compensation by \$1,000,000.

Analysis

The contractor will continue to provide professional engineering services to assist the County with the management of services related to requirements identified in the County's consent decree. Services include, but are not limited to: preparing reports and correspondence as required for the EPA and MDE; developing and implementing a recommended plan of action to address obstacles to consent decree compliance; managing, tracking, and reporting sanitary sewer overflows (SSOs); preparing and tracking consent decree project schedules; and on-site management of consent decree projects. The Department previously advised that it expected to complete its obligations under the consent decree by 2031, barring any unforeseen delays; the Department advised that it now expects to complete its obligations for existing projects and reports by 2037.

The County will continue to compensate the contractor for services at the engineer's cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits. The County will continue to charge contract costs to specific projects as it assigns work tasks. The County may terminate the agreement by providing 30 days prior written notice.

The contract stipulates that should the contractor perform work under the 2005 consent decree, the contractor shall be liable for payments of penalties charged to the County for failure by the

contractor to meet or achieve deadlines or requirements. The damages payable are dependent upon the type of project and the length of the delay in completing the project.

On September 3, 2024, the Council approved the original 7-plus-year contract with compensation not to exceed \$7,000,000. The contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The proposed amendment, which commences upon Council approval, removes the existing compensation cap of \$7,000,000 and does not include a specified not-to-exceed compensation amount; instead, total compensation is limited to the amount appropriated or allocated for these services for the entire contract term. The Department advised that estimated compensation totals \$8,000,000 for the entire 7-plus-year-term, including renewal periods (an increase of \$1,000,000 from the existing upset limit). All other terms and conditions remain the same. The Department advised that the proposed amendment is necessary due to the volume of outstanding projects. According to the County's financial system, as of July 10, 2026, expenditures under the contract totaled \$1,367,922.

The Department previously advised that on March 19, 2024, the Professional Services Evaluation Committee (PSEC) selected the contractor based on qualifications; no other proposals were received. According to the bid documents, there is a 20% M/WBE participation requirement.

The County's financial system indicates that as of July 10, 2026, the County currently has four other contracts with WSP USA, Inc.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

2023-03 On-Call Program Management Services for Sewer Consent Decree

The Administration is requesting approval of an amendment to an existing contract with WSP USA Inc. (WSP) for On-Call program management services for the sewer consent decree to remove the current compensation cap. The contract has an initial term of four (4) years, with three (3) additional one-year renewal options, for a maximum term of seven (7) years.

BACKGROUND

Program Management Services are required to assist with satisfying the conditions of the sewer consent decree. There are currently 18 projects remaining from the consent decree corrective actions and 12 sewer sheds that have an outstanding performance assessment report or requires an updated performance assessment report. The County is currently coordinating with the U.S. Environmental Protection Agency (EPA) and the Maryland Department of the Environment (MDE) to establish new deadlines for the outstanding projects and reports that currently go beyond the original deadline of the consent decree.

The contract has five years of contract time remaining and planned work is expected to upset the not to exceed total. The support needed to complete existing consent decree projects will be unable to move forward. The County is currently discussing a modification to the existing Consent Decree and we anticipate significant additional effort as part of these discussions with the possibility of an extension of the Consent Decree; these discussions began after the original contract was advertised and awarded.

FISCAL

The WSP amendment has been reviewed and approved by the Baltimore County Office of Law. If County Council approves this amendment, the contract term will remain in place for an initial 4-year term period, with three, one-year renewal options. There will be no upset limit for this contract. In no event shall the total compensation paid to the Professional Engineer (i.e. Contractor) under the contract, exceed the sum of the County Council appropriation or Metro funding allocation during the entire term of this Agreement, including renewals thereof. There is an MBE/WBE goal of 20%.

Prepared by: Department of Public Works & Transportation

FM-9 (Contract)

Council District(s) All

Department of Public Works and Transportation

Electric Motor Repair Services – Pumping Stations

The Administration is requesting approval of a contract with T.E.A.M. Service Corporation of New York to provide electric motor repair services for County-owned and maintained pumping stations. The contract commences October 3, 2026, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that annual expenditures are expected to range from approximately \$60,000 to \$80,000 based on actual experience. Accordingly, estimated compensation totals \$400,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 400,000	⁽¹⁾ Metropolitan District Operating Budget.
State	--	⁽²⁾ Department's estimate for the entire 5-year and 4-month term.
Federal	--	
Other	--	
Total	<u>\$ 400,000</u> ⁽²⁾	

Analysis

The contractor will furnish all labor, materials, tools, equipment, and supervision to repair or replace electric motors and motor-related equipment at the County's pumping stations. The contractor is responsible for defining the type and extent of damage to the motor and to provide a recommendation for repair or replacement. The contract provides that all materials and/or equipment furnished and installed under the contract are guaranteed for a minimum period of one

year. The contractor must be available for emergency field service repairs and consultation 24 hours per day, 365 days per year and must respond to an emergency within 4 hours. Hourly labor rates are \$90 or \$100, depending on the skill level. The markup for subcontractor services, materials, equipment rental, and expedited freight charges is 15%, 20%, 10%, and 15%, respectively, and the rental fee for a boom truck is \$80 per hour.

The contract commences October 3, 2026, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$400,000 for the entire 5-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process; no other bids were received. The Department advised that there is not an M/WBE participation requirement; however, the contractor is an MBE and has committed to a 15% M/WBE subcontractor utilization.

On October 4, 2021, the Council approved a similar 5-year and 4-month contract (which commenced October 3, 2021) with T.E.A.M. Service Corporation of New York. The contract expires October 2, 2026. According to the County's financial system, as of July 6, 2026, expenditures under the contract totaled \$406,343.

The County's financial system indicates that as of July 8, 2026, the County has one other contract with T.E.A.M. Service Corporation of New York for sewer pump repair and maintenance. According to the Department, the contracts serve different purposes, with the proposed contract (FM-9) covering specialized electric motor repair services.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Scope of Contract: Baltimore County operates and maintains 119 sewage pumping stations. This contract is to facilitate the repair of a variety of motors (sizes and brands) that are utilized in our pumping stations to drive wastewater pumps. When we identify an issue with a motor that is beyond our expertise to repair, we will drop the motor off at Team Services for an evaluation. They will assess the motor and make recommendations for repair.

They provide a quote with the prices of material and labor spelled out. Then we will decide whether or not to proceed with the repair. As a best practice, if the repair exceeds 50% of a new motor, we will generally purchase a new motor.

Purpose: To repair motors on various brand and sized wastewater pumps utilized within the Bureau of Utilities 119 sewage pumping stations. Repairs can be more cost and time efficient options than buying brand new motors after each failure. The Vendor provides an estimate for repairs inclusive of labor and material which allows the Bureau to weigh whether repair or purchase of a new motor is fiscally and operational responsible.

Contract Value: Not to exceed the County Council approved appropriation during the entire term of the Agreement

Term: The term of the contract shall be for one (1) year with four (4) annual renewals

Vendor Selection Method: Best Qualified Competitive Bid, Experienced

MBE/WBE: N/A

Prepared by: Department of Public Works and Transportation

FM-10 (Contract)

Council District(s) All

Department of Public Works and Transportation

Training Services – Inspecting and Evaluating Sewer Systems

The Administration is requesting approval of a contract with NASSCO, Inc. to provide training services for 26 County employees to learn standardized methods for inspecting and evaluating sewer systems. The contract commences upon Council approval and continues through completion of the training, which the Department advised will occur in the fourth quarter of 2026. Compensation may not exceed \$32,240 for the entire approximate 5-month term. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 32,240	⁽¹⁾ Metropolitan District Operating Budget. ⁽²⁾ For the entire approximate 5-month term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 32,240</u> ⁽²⁾	

Analysis

The contractor will provide training services for 26 of the Department's administrative, pipeline maintenance, and construction employees to learn standardized methods for inspecting and evaluating sewer systems. The Department advised that the training will help the employees, who all create or review CCTV footage, to accurately identify defects, as well as follow industry standards and perform work safely and consistently. The rate for training services is \$1,240 per County employee.

The contract commences upon Council approval and continues through completion of the training, which the Department advised will occur in the fourth quarter of 2026. Compensation may not

exceed \$32,240 for the entire approximate 5-month term. The County may terminate the agreement by providing prior written notice.

The County awarded the contract through a competitive procurement process; no other bids were received. The Department advised that there is not an M/WBE participation requirement.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Scope of Contract: Employees will attend and complete NASSCO training to learn standardized methods for inspecting and evaluating sewer systems. The training will help employees identify defects accurately as well as follow industry standards and perform their work safely and consistently.

Purpose: To ensure everyone involved in sewer inspection, maintenance and repair follows the same standards. It helps contractors, inspectors and municipal workers identify sewer defects consistently and prevent damage to underground infrastructure.

Contract Value: \$32,240

Term: Through completion of training (approximately five months)

Vendor Selection Method: Best Qualified, Competitive Bid, Experienced

MBE/WBE: N/A

Prepared by: Department of Public Works and Transportation

FM-11 (Contract Amendment)

Council District(s) All

Office of Law

Legal Services – Sanitary Sewer Overflow Consent Decree

The Administration is requesting approval of an amendment to a contract with Beveridge & Diamond, P.C. (B&D) to continue to provide advice and serve as co-counsel to the Office of Law on matters related to the County's 2005 Sanitary Sewer Overflow Consent Decree with the U.S. Environmental Protection Agency (EPA) and the Maryland Department of the Environment (MDE). The proposed amendment, which commences upon Council approval, increases the maximum compensation by \$75,000, from \$75,000 to \$150,000, for the entire contract term. The contract commenced July 8, 2025. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 75,000	\$ 75,000	\$ 150,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 150,000</u> ⁽²⁾

⁽¹⁾ Self Insurance Fund.

⁽²⁾ For the entire contract term.

Analysis

The contractor currently provides advice and serves as co-counsel to the Office of Law on matters related to the County's 2005 Sanitary Sewer Overflow Consent Decree with the EPA and MDE. The County compensates the firm for legal fees at rates of \$650 per hour for all attorney work and \$325 per hour for paralegal work. The County pays all costs incurred by B&D on the County's behalf as set forth in the General Provisions of the contract, except for secretarial overtime, special

supplies, international phone calls, conference calls, conferences among B&D and County attorneys and staff (other than internal conferences necessary for developing or implementing legal strategy), and web hosting of electronic discovery resources; the County is also invoiced in the event that B&D retains an expert and/or other consulting services, and any travel expenses will be covered in accordance with the County's Business Travel Policy. The contract states that B&D will not increase rates without the County's prior written authorization, and the Office confirmed that it would seek additional Council approval in such a case. The County may terminate the agreement by providing written notice.

On July 7, 2025, the Council approved the original contract (which commenced July 8, 2025) not to exceed \$75,000, which continues until services are completed. The proposed amendment, which commences upon Council approval, increases the maximum compensation by \$75,000 to \$150,000 for the entire contract term. All other terms and conditions remain the same. The Office advised that it anticipates incurring additional legal fees associated with ongoing negotiations regarding the Consent Decree. According to the County's financial system, as of July 7, 2026, expenditures under the contract totaled \$64,870. The Office advised that as of July 23, 2026, the contractor has provided services valued at \$74,945; however, work has paused pending the Council's consideration of the proposed contract amendment.

The County awarded the contract as a noncompetitive 902(f) award secured in the best interest of the County; the Office advised that it lacks in-house attorneys with the requisite subject-matter expertise in this complex area of environmental law and, due to the timing of expected discussions with EPA and MDE regarding the Consent Decree, a lack of sufficient time to solicit bids. The Office noted that B&D previously provided specialized environmental law services to the County (related to another matter) under a separate contract which expired in 2022.

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 510, states "nothing in this article shall be construed as preventing the county executive, with the approval of the county council, from engaging the services for a temporary period of any attorney or attorneys for legal work of an extraordinary nature when the work to be done is of such character or magnitude as to require legal services in addition to those provided by the regular staff of the Office of Law."

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

The Administration is requesting approval of an amendment to a contract with Beveridge & Diamond, P.C. who is currently serving as co-counsel with the Office of Law on legal matters related to the County's 2005 Sanitary Sewer Overflow Consent Decree with the U.S. Environmental Protection Agency (EPA) and the Maryland Department of the Environment (MDE). There are legal issues concerning remedial measures involving the Sewershed Repair, Replacement and Rehabilitation (SRRR) Plans pursuant to the Consent Decree.

The Consent Decree concerns allegations that the County violated Section 301 of the Clean Water Act, 33 U.S.C. § 1311, and Sections 9-322 and 9-323 of the Environment Article, Annotated Code of Maryland, by discharging untreated sewage from its sanitary sewer collection system to waters of the United States and to waters of the State of Maryland.

The Beveridge & Diamond, P.C. contract commenced on July 8, 2025 and continues through the completion of services. Compensation currently may not exceed \$75,000 for the entire contract term.

Due to the complex and time-intensive nature of this matter, the volume and nature of the services provided exceeded the reasonable expectations of County at the time of entering into the agreement, including a number of factors beyond the parties' control including the extent and scope of issues raised during negotiations.

The Contractor anticipates that legal fees and expenses could increase by up to an additional \$75,000. As a result, the amendment would increase the not to exceed sum to \$150,000.

Prepared by: Office of Law

FM-12 (Contract)

Council District(s) All

Office of Budget and Finance

Fuel System Maintenance Services

The Administration is requesting approval of a contract with Spigler Petroleum Equipment, LLC to provide automated and non-automated fuel system maintenance and repair. The contract commences August 26, 2026, continues for one year, and will renew automatically for four additional 1-year periods, with the option to extend the initial term or any renewal term an additional 120 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that estimated compensation totals \$745,500 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 745,500	⁽¹⁾ Vehicle Operations and Maintenance Fund. ⁽²⁾ Office's estimate for the entire 5-year and 4-month term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 745,500</u> ⁽²⁾	

Analysis

The contractor will furnish all labor, materials, tools, equipment, and supervision for the maintenance of the County's 38 fueling stations, consisting of 21 automated and 17 non-automated stations. The contractor will provide emergency and quarterly or semiannual maintenance of the fueling equipment, including electrical equipment, suction pumps, dispensing equipment, leak detectors, card readers, fuel filters, and storage tanks, and will test and calibrate fuel pumps. The contractor must be available 24 hours per day, 365 days per year, and respond

to an emergency within 2 hours and to a non-emergency within 6 hours. Hourly rates are \$65 or \$97.50, depending on regular/overtime status. Materials will be billed at a markup of 20%.

The contract commences August 26, 2026, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that estimated compensation totals \$745,500 for the entire 5-year and 4-month term, including the renewal and extension periods. According to the Office, the estimate is based on current expenditure levels under the existing contract and assumes service for up to 38 County fueling stations.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days' prior written notice.

The County awarded the contract through a competitive procurement process; no other bids were received. The Office advised that there is not an M/WBE participation requirement.

On May 27, 2021, the Council approved a similar 5-year and 3-month contract with the contractor, with maximum compensation of \$540,000. The County's financial system indicates that, as of July 8, 2026, the County has expended \$741,368 under the contract.

The Office advised that expenditures under the prior contract exceeded the Council-approved maximum compensation because the compensation limit was inadvertently omitted when the master agreement was entered into the County's financial system. The Office further advised that the compensation limit was not included in the master agreement record migrated to the Workday financial system in July 2022, and multiple agencies continued to issue purchase orders under the contract after expenditures had exceeded the approved amount.

Unlike the prior agreement, the proposed agreement does not establish a fixed maximum compensation amount. Instead, compensation may not exceed the amount appropriated for these services during the contract term.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” Expenditures under the prior contract exceeded the Council-approved maximum compensation amount by \$201,368.

Executive Summary

The Office of Budget and Finance- Vehicle Operations Maintenance Division (VOM), requests approval of a Term Agreement with Spigler Petroleum Equipment, LLC. The Agreement shall provide for automated and non-automated fuel system maintenance and repair, including both parts and labor, at the pricing set forth in the bid response, on an as needed basis. The Contractor shall be capable of repairing all aspects of the automated and non-automated fuel system, and be available twenty-four (24) hours per day/ 365 days per year in the event of an emergency.

This Agreement was solicited through the competitive Baltimore County Request for Bid (RFB) No. B-10000498, dated March 26, 2026. Funds will be encumbered by Purchase Order each Fiscal Year through VOM's Enterprise Cost Center 100300. Expenditures may not exceed the County Council approved appropriation to provide these services during the entire term of the Agreement, including renewals thereof.

Prepared by: Office of Budget and Finance

Mr. Patoka

Support for Apple Store Employees

Resolution 20-26 encourages Apple, Inc. to offer transfer options to International Association of Machinists and Aerospace Workers (IAM)-represented Towson Apple store workers on equal terms with employees at other closing Apple stores and to engage in good-faith negotiations with the IAM over the Towson Apple store closure's impact on workers.

According to the resolution:

- In 2022, the approximately 90 workers at the Towson Apple store voted to join the IAM Union.
- After two years of negotiations, Apple management and the workers agreed to their first labor contract in 2024.
- On April 9, 2026, Apple stated that it intends to close the Apple retail store location located in the Town Center in Towson, Maryland, effective June 20, 2026, without plans to reopen or relocate this store within the Baltimore region.

The resolution further states that Apple management communicated to these workers that, while the company is simultaneously closing two other non-unionized locations, the Towson store workers are the only Apple employees who will not be transferred to nearby locations, attributing this difference in treatment to the 2024 labor contract.

On April 27, 2026, the IAM Union filed an Unfair Labor Practice charge with the National Labor Relations Board against Apple, alleging the company unlawfully discriminated against unionized workers at the Towson store. Resolution 20-26 states that the Council stands in solidarity with the Towson Apple store workers against these potentially retaliatory and unfair actions and calls on Apple to offer equal transfer options and engage in good-faith negotiations to resolve this matter.

Resolution 20-26 shall take effect from the date of its passage by the County Council.

MB-6 (Grants)

Council District(s) All

Mr. Ertel (By Req.)

Department of Economic and Workforce Development

FY 2027 Arts and Sciences Grants

The Administration is requesting approval of grants totaling \$4,187,609 to organizations for arts, sciences, cultural, and tourism events, activities, and programs consistent with the adopted FY 2027 budget, as follows: 44 General Fund operating grants (\$2,938,000); 26 Tourism Program operating and non-operating grants (\$915,750); and Maryland State Arts Council grants for the SPLASH Summer Arts Program and various projects (\$333,859). See Exhibit A for a listing of the organizations and the respective grant awards.

Fiscal Summary

Funding Source	Combined Grants Total	Notes
County ⁽¹⁾	\$ 3,853,750	⁽¹⁾ FY 2027 General Fund and Tourism Program Operating Budgets.
State ⁽²⁾	333,859	
Federal	--	⁽²⁾ MD State Arts Council grant for the SPLASH Summer Arts Program and various projects.
Other	--	
Total	<u>\$ 4,187,609</u>	

Analysis

The Department advised that for FY 2027, the Commission on Arts and Sciences again worked within the guidelines established by the County Executive to assure that all grantees provided value to Baltimore County residents and visitors. The Department further advised that the Commission evaluated all grant applicants based on artistic merit; service to the community; multicultural outreach; soundness of business practice; and level of service to Baltimore County

residents, including partnerships with County-based organizations, creativity of outreach programs to the County, geographic diversity within the County, number of programs/activities that take place in the County, and extent and effectiveness of outreach to youth and artists/performers in the County. The proposed grants are consistent with the adopted FY 2027 program budgets.

Monetary assistance for arts and sciences organizations in excess of \$5,000 is subject to approval by the County Council in accordance with Baltimore County Code, Section 10-1-108. Monetary assistance of \$5,000 or less is subject to the 14-day grant notification process. Although not required, the Department has included four operating grants valued at \$5,000 or less (totaling \$17,000) as part of the current request.

Baltimore County Code, Section 10-1-108(b)(3), requires recipient organizations of arts, sciences, and cultural enrichment grants in excess of \$10,000 per fiscal year to submit an annual audit prepared by a certified public accountant. In addition to this statutory requirement, the County includes similar financial reporting requirements in certain grant agreements. The Department advised that as of July 14, 2026, one organization that requested FY 2027 funding (African-American Cultural Festival) had not submitted audited financial statements for FY 2024. Additionally, the Department advised that at least six organizations are presently overdue for submission of their FY 2025 audited financial statements. The Department advised that it is actively working with these organizations to obtain the outstanding documentation and noted that FY 2027 payments will not be issued until the organizations have submitted the documentation required for payment.

Executive Summary

Each year, in consultation with the Commission on Cultural Arts and Sciences, Baltimore County distributes arts, sciences, cultural, and tourism grants. The grants support organizations and institutions that provide invaluable arts, sciences, and cultural opportunities for the benefit of Baltimore County residents and visitors.

The arts, sciences, cultural and tourism grants total \$4,187,609 of which \$3,723,750 are operating grants being submitted for approval for Fiscal Year 2027.

The grantees range from large organizations such as the Baltimore Symphony Orchestra, the Maryland Zoo, the Baltimore Museum of Art, and the Walters Art Museum, to smaller nonprofits such as the Fire Museum of Maryland, the Historical Society of Baltimore County, and the Irvine Nature Center Inc. A complete list of the proposed grants is listed below.

	Final FY 2027 Exec Recommendation
Applicant	
<u>Headquarters in Baltimore County, Baltimore City, Howard or Harford County</u>	
American Visionary Art Museum	\$125,000
Bach Concert Series - Bach in Baltimore	10,000
Baltimore Childrens Choir	6,000
Baltimore & Ohio Railroad Museum	50,000
Baltimore Children's Museum dba Port Discovery	30,000
Baltimore Choral Arts Society	8,000
Baltimore Clayworks	20,000
Arts for Learning	20,000
Baltimore Concert Opera	8,000
Baltimore Museum of Art	250,000
Baltimore Museum of Industry	20,000
Baltimore Symphony Orchestra	500,000
Baltimore Theatre Project	5,000
Camp Puh'Tok	55,000
Center Stage Associates	130,000
Chesapeake Shakespeare Company	25,000
Everyman Theatre	130,000
Handel Choir of Baltimore	9,000
Hippodrome Foundation, Inc.	75,000
Icarus Quartet	4,000
Jewish Museum of Maryland	10,000
Ladew Topiary Gardens	50,000
Magical Experiences Arts Company	8,000
Make Studio Art	30,000
Maryland Academy of Sciences dba Maryland Science Center	150,000

Greater Baltimore Cultural Alliance	30,000
Maryland Opera	15,000
Maryland Center for History & Culture	53,000
Maryland Humanities Council dba Maryland Humanities	15,000
Maryland Zoological Society dba Maryland Zoo	425,000
Maryland State Boys Choir	30,000
National Aquarium	130,000
MPT Foundation	55,000
Chesapeake Arts Center	15,000
Deer Creek Chorale	10,000
Pride of Baltimore	12,000
Producers Club of MD	10,000
Yellow Arrow Publishing	3,000
Reginald F. Lewis Museum of MD African Amer. History & Culture	57,000
Shriver Hall Concert Series	20,000
Star Spangled Banner Flag House Museum	15,000
Walters Art Gallery dba Walters Art Museum	225,000
CityLit Project	5,000
WYPR - Baltimore Public Media	85,000
Subtotal CC590100 Operating Grants	\$2,938,000
<u>Headquarters in Baltimore County</u>	
Baltimore Chamber Orchestra	30,000
CCBC - Galleries	10,000
CCBC - Performing	55,000
Maryland State Fair	50,000
Baltimore County Arts Guild	10,000
City Ranch	7,500
Contemporary Arts, Inc.	18,000
Fire Museum of Maryland	40,000
Gordon Center for Performing Arts	125,000
Historical Society of Baltimore County	19,000
Irvine Nature Center, Inc.	80,000
Towson University Asian Art & Culture Center	22,500
Towson University Community Art	13,000
Towson University Community Dance	18,000
Glenn L. Martin Maryland Aviation Museum	40,000
Natural History Society of MD (NHSM)	35,000
Baltimore Classical Guitar Society	34,000
Pikesville Armory Foundation	60,000
Patapsco Heritage	70,000
Strand Theater	2,000
Towson Arts Collective	10,000
UMBC AOK Library	9,750
UMBC Center for Art Design and Visual Culture	27,000
Subtotal GR-1201 Operating Grants	\$785,750
Arts & Entertainment District Management	50,000
African-American Cultural Festival	30,000
Holt Park Art Festival	50,000

Subtotal Non-Operating Grants from GR-1201	\$130,000
Total GR-1201	\$915,750
Splash Summer Arts Program and Project Grants	\$ 333,859
Total	\$4,187,609

Prepared by: Department of Economic and Workforce Development

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE**

TO: County Administrative Officer **DATE:** 6/5/26
FROM: Kevin D. Reed, Director *MSL KDR* **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 8/3/26
SUBJECT: Public Recordation of Announcement
of Non-Competitive Commodity Awards Charter Sec. 902(f)

Whenever a commodity Supplier Contract / Purchase Order over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the Supplier Contract / Purchase Order must be provided to the Administrative Office for placement on the County Council agenda for announcement at the next session following the award of the Supplier Contract / Purchase Order. The announcement shall be recorded in the minutes of the County Council meeting, and shall be available for inspection by the public. In compliance with this procedure, supporting documentation of the awards are included and will be forwarded to the County Council.

Award Document

SCON 10003813 Cellebrite, Inc.

This Supplier Contract is for the purchase of Getacs, InsEYets Pro and InsEYets Pro Online (software subscription updates) products and services through Celebrite, Inc.

As detailed in the 902f Justification signed by Chief Robert McCullough, the devices from Cellebrite are utilized by a number of units within the Police Department as well as the States' Attorney's Office and are used to extract crucial data from mobile Android devices to provide information and evidence during investigations. Cellebrite is the sole provider authorized to deliver software maintenance support for its products. The company does not permit third-party developers to sell, service or maintain its equipment or software. Therefore, subscriptions and software updates are only available from Cellebrite and are required to keep the devices up to date with current technologies.

Estimated 5 Year Award Total: \$1,520,000.00
Award Date: 6/5/26

SCON 10003861 Cardinal Health 110, LLC

This Supplier Contract is for the purchase of medications and vaccines on an as needed basis through Cardinal Health 110 LLC.

As detailed in the 902f Justification signed by Lawrence Richardson, the goods purchased through this agreement will provide essential family planning, reproductive and sexual health, immunization and other clinical services to low-income County residents, who receive services through the Department's various programs. These services require dispensing medications and administering vaccines that qualify for purchase at discounted prices under the 340B framework. These products will be purchased at 340B program pricing from distributors with whom the Health Department has verified as an eligible 340B covered entity. The 340B Drug Pricing Program provides federally mandated or

program-defined discounts exclusively to registered covered entities through participating distributors - discounts that cannot be obtained through competitive procurement.

Estimated 10 Year Award Total: Available Funding, Paid \$22,200.97 in Workday
Award Date: 6/7/26

SCON 10003864 Priority Healthcare Distribution, Inc.

This Supplier Contract is for the purchase of medications and vaccines on an as needed basis through Priority Healthcare Distribution, Inc. dba CuraScript SD.

As detailed in the 902f Justification signed by Lawrence Richardson, the goods purchased through this agreement will provide essential family planning, reproductive and sexual health, immunization and other clinical services to low-income County residents, who receive services through the Department's various programs. These services require dispensing medications and administering vaccines that qualify for purchase at discounted prices under the 340B framework. These products will be purchased at 340B program pricing from distributors with whom the Health Department has verified as an eligible 340B covered entity. The 340B Drug Pricing Program provides federally mandated or program-defined discounts exclusively to registered covered entities through participating distributors - discounts that cannot be obtained through competitive procurement.

Estimated 10 Year Award Total: Available Funding, Paid \$221,425.24 in Workday
Award Date: 6/7/26

SCON 10003871 Atlantic Emergency Solutions, Inc.

This Supplier Contract is for the purchase of Pierce Fire Apparatus and Wheeled Coach Ambulance parts and service through Atlantic Emergency Solutions, Inc..

As detailed in the 902f Justification signed by Lauren Buckler, Atlantic Emergency Solutions, Inc. is the only authorized dealer who can provide parts and service for Pierce and Wheeled Coach in the State of Maryland. The parts and service purchased through this Contract provides for the maintenance and repair of fire apparatus and ambulances used by the Fire Department and maintained by the Bureau of Equipment Operations Maintenance (EOM).

Estimated 5 Year Award Total: \$1,500,000.00
Award Date: 6/7/26

SCON 10000770-11 Early Morning Software, Inc.

This Supplier Contract Amendment is for the purchase of licenses, maintenance, support, upgrades and all related products and services for the Contract Compliance Software application through Early Morning Software, Inc. (EMS).

As detailed in the 902f Justification signed by Christopher Martin, Baltimore County is currently using PRISM, the application for the County's proprietary Contract Compliance System, which was initially procured via a competitive bid process. The current system is being maintained with license, maintenance and

support. Pricing is comparable to other competitively bid contracts and in line with current pricing from our current agreement. This Supplier Contract Amendment will remove the current compensation cap and provide the system for an additional five (5) one-year renewals.

Estimated 5 Year Award Total: \$606,458.55
Award Date: 6/7/26

SCON 10003063-4 ReCo, LLC

This Supplier Contract Amendment is for the purchase of continued licenses, with maintenance and support for the existing cashiering software system through ReCo LLC.

As detailed in the 902f Justification signed by Christopher Martin, ReCo software is used in the Cashier Office to process all payments received by the County. The County's current cashiering system is uniquely integrated with the existing enterprise systems, including Workday Enterprise resource Planning System and the RSI Tax System. These integrations are essential for the accurate recording and reconciliation of County revenues. ReCo software is proprietary to ReCo, LLC for licenses, maintenance, support and warranty for the existing system. This Supplier Contract Amendment will remove the current compensation cap and provide the system for an additional five (5) one-year renewals.

Estimated 5 Year Award Total: \$131,240.00
Award Date: 6/10/26

SCON 10003826 Henry Schein, Inc.

This Supplier Contract is for the purchase of medications and vaccines on an as needed basis through Henry Schein, Inc.

As detailed in the 902f Justification signed by Lawrence Richardson, the goods purchased through this agreement will provide essential family planning, reproductive and sexual health, immunization and other clinical services to low-income County residents, who receive services through the Department's various programs. These services require dispensing medications and administering vaccines that qualify for purchase at discounted prices under the 340B framework. These products will be purchased at 340B program pricing from distributors with whom the Health Department has verified as an eligible 340B covered entity. The 340B Drug Pricing Program provides federally mandated or program-defined discounts exclusively to registered covered entities through participating distributors - discounts that cannot be obtained through competitive procurement.

Estimated 10 Year Award Total: Available Funding, Paid \$0.00 in Workday
Award Date: 6/11/26

SCON 10003919 Pfizer, Inc.

This Supplier Contract is for the purchase of medications and vaccines on an as needed basis through Pfizer Inc.

As detailed in the 902f Justification signed by Lawrence Richardson, the goods purchased through this agreement will provide essential family planning, reproductive and sexual health, immunization and other clinical services to low-income County residents, who receive services through the Department's various programs. These services require dispensing medications and administering vaccines that qualify for purchase at discounted prices under the 340B framework. These products will be purchased at 340B program pricing from distributors with whom the Health Department has verified as an eligible 340B covered entity. The 340B Drug Pricing Program provides federally mandated or program-defined discounts exclusively to registered covered entities through participating distributors - discounts that cannot be obtained through competitive procurement.

Estimated 10 Year Award Total: Available Funding, Paid \$0.00 in Workday
Award Date: 6/11/26

SCON 10003920 Amerisourcebergen Drug Corporation

This Supplier Contract is for the purchase of medications and vaccines on an as needed basis through Amerisourcebergen Drug Corporation.

As detailed in the 902f Justification signed by Lawrence Richardson, the goods purchased through this agreement will provide essential family planning, reproductive and sexual health, immunization and other clinical services to low-income County residents, who receive services through the Department's various programs. These services require dispensing medications and administering vaccines that qualify for purchase at discounted prices under the 340B framework. These products will be purchased at 340B program pricing from distributors with whom the Health Department has verified as an eligible 340B covered entity. The 340B Drug Pricing Program provides federally mandated or program-defined discounts exclusively to registered covered entities through participating distributors - discounts that cannot be obtained through competitive procurement.

Estimated 10 Year Award Total: Available Funding, Paid \$11,486.46 in Workday
Award Date: 6/15/26

SCON 10004081 Miller Mendel, Inc.

This Supplier Contract to include the Master Software Subscription Services Agreement Addendum for the purchase of the eSOPH software (a background investigation system) provided exclusively by Miller Mendel Inc. (MMI). eSOPH's patented electronic reference-check functionality significantly shortens background investigation times, improving hiring timelines and reducing the risk of losing candidates. A new agreement was needed due to MMI's change from a per-entry pricing model to a hybrid entry and subscription model. Continuing service without disruption is in the County's best interest and supports the reasonableness of the updated agreement.

eSOPH customizes each agency's Personal History Statement (PHS) within the system, eliminating separate PHS booklets and streamlining credit checks, social media reviews, and reference checks. It enables agencies to send electronic reference requests, track responses in real time, and identify when applicants

exist in another agency's system, reducing manual work and improving interagency communication. The system also flags applicant changes to PHS responses, helping investigators identify inconsistencies. No other software offers this patented functionality.

Estimated 4 Year Award Total: \$450,000.00
Award Date: 6/24/26

PO 10034856

International Chemstar Incorporated

This Purchase Order is for the purchase of filters for lead remediation and retesting through International Chemstar Incorporated. As detailed in the Emergency Justification signed by Debra Shindle, in July 2025, Property Management developed a SOP for testing water in buildings constructed prior to 1961. The list consists of 22 buildings. In February 2026, International Chemstar Incorporated was contracted to perform the sampling and consult in this project. Initial results from the first round of sampling had elevated levels of lead and copper at several locations which are known health/safety risks if digested. Due to the nature of this emergent concern, Baltimore County did not have the ability to secure competitive bids. International Chemstar Incorporated has been used by the County previously for testing and mitigated water problems.

Award Total: \$37,210.48
Award Date: 6/5/26

PO 10033434-1

James River Equipment Virginia, LLC

This Purchase Change Order is for the emergency repair of the Aljon ADV600 Landfill Compactor, utilized by the Bureau of Solid Waste Management through James River Equipment Virginia LLC.

As detailed in the Emergency Justification signed by Lauren Buckler, the Equipment Operations Maintenance Division (EOM) was notified that the Landfill Compactor was experiencing issues impacting its steering and causing the equipment to operate in an unpredictable and unsafe manner. Failure to expedite repair would have resulted in substantial risk of injury to the compactor operator and may have resulted in additional component damage to the equipment.

This Purchase Order was originally issued in the amount of \$71,239.87 and was reported to County Council as a Non-Competitive Award on 05/04/2026. During the course of repairs, the Contractor identified additional damage that required repair, totaling \$8,322.50. EOM approved the supplemental work and as a result, Purchase Order 10033434 has been modified to encumber additional funds. For this reason, this Purchase Change Order is being presented to County Council a second time, to document the increased order value.

Additional Award Total: \$8,322.50
Award Date: 6/9/26

PO 10035221

M T Laney Company Incorporated

This Purchase Order is for Snow and Ice Clean-up services performed by M.T. Laney Company Inc. in response to Snow Event #8, from February 6, 2026 through February 12, 2026. As detailed in the 902f justification, the State of Maryland and Baltimore County declared a State of Emergency on January 23, 2026. This storm produced snow accumulations of eight to twelve inches Countywide, followed by heavy layer of mixed precipitation, subsequently followed by roughly two weeks of subfreezing temperatures. Nightly lows during that period regularly dropped into the single digits and low teens, which is cold enough to limit the effectiveness of salt application treatments.

Public Safety Operations were negatively impacted and road conditions remained dangerous for several days due to the low temperatures. The situation required immediate mitigating actions to clear snow and ice accumulations from the roadways, including several major roads that were rendered impassable or otherwise hazardous. The Bureau of Highways sought additional resources on a temporary one-time basis to supplement the standard ensemble of County units and Contractors. Highways did not have time to competitively solicit new vendors for long-term contracts. While M.T. Laney Company does not have a snow removal contract with Baltimore County, it currently is one of our paving Contractors, and has successfully completed various projects on behalf of the County. M.T. Laney was available, able to mobilize quickly, and also has past experience supporting snow removal operations. Moreover, M T Laney has a fleet of work vehicles and personnel which are mostly idle during the winter: Front-End Loaders, Wheel Loaders, Dump Trucks, and an ample supply of drivers.

Award Total: \$81,600.00

Award Date: 6/12/26

PO 10035311

Life Technologies Corporation

This Purchase Order is for the purchase of four (4) VeritiPro Thermal Cyclers that are utilized by the Biology Section of the County's Forensics Unit for specialized DNA analysis. As detailed 902f Justification signed by Chief McCullough, these ThermoCyclers closely match the current platform and several DNA analysts are already trained on the instruments, allowing immediate use and minimizing training requirements.

This equipment replaces obsolete, unsupported devices that can no longer be repaired or maintained. Replacement parts are no longer available. These instruments are critical to support the Unit's active critical investigations and court proceedings.

Award Total: \$43,648.60

Award Date: 6/12/26

PO 10035333

Agilent Technologies Inc.

This Purchase Order is for the purchase of software upgrades and PCbundle equipment for Agilent scientific equipment. As detailed in the Sole Source Justification, signed by Chief McCullough, accreditation standards and quality system for the laboratory require annual preventative maintenance and software upgrades to keep the instrumentation current.

Agilent Technologies is the manufacturer of specialized forensic instruments currently in use in the Chemistry Unit of the Police Department's Forensics Services Section. Agilent is the only provider of software upgrades for these instruments (Liquid Chromatography and Gas Chromatography).

These instruments are critical to support the Unit's active investigations and court proceedings.

Award Total: \$57,483.42
Award Date: 6/24/26

PO 10035574

Riverside Marine

This Purchase Order is for the repair/replacement of engines for the Marine Unit's Boat #1. As detailed in the Emergency Justification signed by Chief McCullough, the boat struck a submerged object which damaged the starboard engine.

Inspection of the damages resulted in a recommendation to replace the engines. The current engines are out of warranty, have high operating hours and parts are very scarce. The port engine was also inspected. Due to the high number of operating hours (2500+) and interoperability requirements and compatibility issues with the new engine, it was determined that the port engine should also be replaced.

This boat is the Unit's primary patrol vessel. At this time of year, water vessel traffic increases significantly and this boat is critical to the operations of the Unit. If it is unavailable the team's ability to respond to emergency calls, search and rescue, vessel accidents, persons in the water and security escorts for ships in transit would be severely limited.

Getting the boat repaired in a timely manner is urgent. June 22, 2026 is the start of Sail250 week. This vessel is critical to ensure public safety during the highly publicized and attended events occurring during this celebration.

Award Total: \$48,373.88
Award Date: 6/24/26

cc: J. Benjamin Jr.,
T. Bostwick,
Elizabeth J. Irwin, Acting County Auditor