

13328



Date: July 29, 2010

To: Honorable Board of Acquisition and Contract

From: Hon. Kenneth W. Jenkins, Chairman  
Westchester County Board of Legislators

Re: **Authority to enter into an agreement with Kevin Hurley for the provision of professional services to coordinate the County's pest management services in consultation with the Westchester County Pest Management Committee for the period August 15, 2010 through August 14, 2011, in an amount not to exceed \$40,000, with a County option to renew for an additional one year period**

The attached resolution, if approved by your Honorable Board, would authorize the County of Westchester ("County") to enter into an agreement with Kevin Hurley ("Consultant") for the provision of professional services to coordinate the County's pest management services, in consultation with the Westchester County Pest Management Committee ("PMC"). The Agreement will be for the period August 15, 2010 through August 14, 2011, with a County option to renew for an additional one year period on the same terms and conditions. In consideration for services to be rendered, the County will pay the Consultant an amount not to exceed \$40,000, payable in accordance with an approved budget.

The PMC is an advisory committee established by Westchester County to develop and implement pest management policies, rules and regulations, including the County's Pesticide Reduction Law, Chapter 690, Laws of Westchester County ("Law"). PMC members are appointed by the County Board of Legislators and include four County departments in *ex officio* capacity. To accomplish the Law's requirements, the PMC is granted numerous functions and powers, including evaluating pest management performed by County departments, maintaining data, developing procedures, training County staff, informing the County Board of Legislators and Administration of County compliance with the Law, recommending changes, and others, as listed in the statute.

In order to carry out the purposes of the Law, the County seeks to retain the Consultant, who will perform numerous tasks to promote compliance by Westchester County with the Law, such as: monitoring pest control at numerous County facilities (golf courses, Playland, Valhalla campus buildings, airport, other buildings and parks), training applicable County department staff, advising County staff on best practices, reviewing compliance in recordkeeping and

reporting, maintaining a records database, maintaining a liaison relationship with departments, reducing quantity of pesticide applications, utilizing least toxic materials, and other activities as provided in the Agreement scope of work.

Through site visits and reviewing department practices, the Pest Management Coordinator has provided services that have assisted county compliance with NYSDEC regulations and avoided potential penalties. These services have also reduced the degree that toxic substances are used at county facilities, leading to safer conditions for county residents and employees and improved environmental conditions. A reduction in the level of Coordinator contract services can increase the potential for exposure to unsafe pesticides and non-compliance with NYSDEC requirements. Therefore, funding is being maintained at the prior year's level.

This Agreement will serve a public purpose by helping to implement the County's policy of phasing out pesticide usage by County departments, and instead, adopting non-chemical pest control strategies.

The goals and objectives of this Agreement are to promote compliance by Westchester County with its pesticide reduction statutes, monitor pest control at County facilities, train County staff, maintain a records database, serve as liaison between the PMC and County departments, and other activities defined in the Agreement scope of work.

The goals and objectives are in the best interest of the County in terms of fiscal responsibility because the Consultant's experience will help obtain the best performance from pest-control operators, promote compliance with NYS regulations on pesticide applications, reporting, and improve operation of County facilities (golf courses, others).

The goals and objectives are in the best interests of the County in terms of safety, security, health and the environment because the Consultant's services will help County departments to implement integrated pest management and reduced-risk pest control practices at County facilities, resulting in improved safety for County employees and the public and increased environmental protection.

The goals and objectives will be tracked and monitored through monthly meetings with PMC, frequent communication by telephone and e-mail with PMC and County departments, and written progress reports.

Authority to exempt this Agreement from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)xxi thereof, has been submitted to your Honorable Board in accordance with a separate resolution of even date herewith.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

KWJ/tsa

**RESOLUTION**

Upon a communication from the Chairman of the Board of Legislators, be it hereby

**RESOLVED**, that the County of Westchester (“County”) is hereby authorized to enter into an agreement with Kevin Hurley for the provision of professional services to coordinate the County’s pest management services, in consultation with the Westchester County Pest Management Committee, for the period August 15, 2010 through August 14, 2011, with a County option to renew for an additional one year period on the same terms and conditions; and be it further

**RESOLVED**, that in consideration for services to be rendered, the County shall pay Kevin Hurley an amount not to exceed \$40,000 payable in accordance with an approved budget; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of its impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the Chairman of the County Board of Legislators or his duly authorized designee is hereby authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Account to be Charged/credited	Fund	Agency	Capital Project Or Org	Object/ Sub Object	Trust Account	Activity	Dollars
	101	52	2505	5100			\$ 40,000

Budget Funding Year(s) 2010 Start Date 08/15/10 End Date 08/14/11  
 (must match resolution)

Funding Source Tax Dollars 40,000  
 State Aid \_\_\_\_\_  
 \$40,000 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_