

83922

Date: March 31, 2021

To: Honorable Board of Acquisition and Contract

From: Sherlita Amler, M.D.
Commissioner of Health

Re: Authority for the County of Westchester, acting by and through its Department of Health, to enter into an agreement with McCall Management Group, LLC (Michael R. McCall) 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 from April 1, 2021 through March 31, 2022, in an amount not to exceed \$38,700 for the period of the agreement, 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"), acting by and through its Department of Health ("WCDH"), to enter into an agreement with McCall Management Group, LLC (Michael R. McCall) ("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 term commencing April 1, 2021 and continuing through March 31, 2022, 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 \$38,700 for the period of the agreement, payable monthly upon submission of an invoice for services rendered during the previous month.

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 and monitoring pest management performed by County departments, creating and recording 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.

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 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.

The goals and objectives are in the best interests of the County in terms of fiscal responsibility because the Consultant's experience will help obtain 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.

This Agreement is subject to the requirements of Section 5 of the Westchester County Procurement Policy and Procedures, which applies to procurements below \$75,000. The Pest Management Committee solicited written quotations through an announcement posted on the New York State Turfgrass Association website, in addition to having been included in the Association's electronic newsletter which reaches numerous members and industry practitioners. Despite the PMC's efforts to solicit a greater response, only two (2) formal written quotations were submitted:

Eco Turf Consulting, LLC (Ken Benoit) - \$38,608

McCall Management Group, LLC (Michael R. McCall) - \$38,700

Upon review of the quotations, that although McCall Management Group, LLC did not offer the lowest quote, the PMC considered McCall Management Group, LLC (Michael R. McCall) to be the most responsive and most qualified to perform the pest management services, based on the Consultant's qualifications, experience and prior work. Since Michael R. McCall has been contracting with the County, he has established liaisons with industry professionals throughout Westchester County and other landscape professionals in New York State. He has kept the PMC and Westchester County officials up to date with pesticide concerns in the county and kept them current with the ever-changing pesticide licensing regulations and rules. Given the County's requirement of continued compliance with the Pesticide Reduction Law, the PMC accordingly recommends approval and award of the agreement to the Consultant. I concur with the PMC's recommendation.

Accordingly, I recommend and urge your Honorable Board's approval of the annexed Resolution.

RESOLUTION

Upon a communication from the Commissioner of Health, be it hereby:

RESOLVED, that the County of Westchester (“County”), acting by and through its Department of Health (“WCDH”), is hereby authorized to enter into an agreement with McCall Management Group, LLC (Michael R. McCall) 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 from April 1, 2021 through March 31, 2022, 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 McCall Management Group, LLC (Michael R. McCall) an amount not to exceed \$38,700 for the period of the agreement, payable monthly upon submission of an invoice for services rendered during the previous month; 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 County Executive 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.

| | |
|--------------------|-----------------|
| Original Agreement | \$ |
| First Amendment | \$ |
| This Amendment | \$ _____ |
| TOTAL | \$38,700 |
| Agreement # | |

| Account to be Charged/Credited | Fund | Dept | Major Program, Program & Phase or Unit | Object/ Sub-Object | Trust Account | Dollars |
|--------------------------------|------|------|--|--------------------|---------------|----------------|
| | | 101 | 27 | 0010-HSDS | 4354 | |
| | 101 | 27 | 0010-HSDS | 4354 | | \$9,675 (2022) |

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|---|--------------------|-----------------|----------------|----------|----------------|
| Budget Funding Year(s) (must match resolution) | <u>2021 - 2022</u> | Start Date | <u>4/01/21</u> | End Date | <u>3/31/22</u> |
| Funding Source | Tax Dollars | <u>\$38,700</u> | | | |
| | State Aid | _____ | | | |
| \$38,700 | Federal Aid | _____ | | | |
| (must match resolution) | Other | _____ | | | |