



Fulton County Board of Commissioners

Agenda Item Summary

17-0587

BOC Meeting Date
7/19/2017**Requesting Agency**

Fulton County Board of Health

Commission Districts Affected

All

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority – Fulton County Board of Health, ITB#15ITB96859A-CC, Integrated Mosquito Management Services in the amount of \$197,298.28 with Clarke Environmental Mosquito Management, Inc. (Atlanta, GA) to provide additional mosquito management services. Effective upon Board approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People are Healthy

Is this a purchasing item?

Yes

Summary & Background*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: This contract provides integrated mosquito management services for the County to prevent West Nile Virus and potentially other mosquito-transmitted diseases like Zika through supporting the establishment, maintenance, and refinement of a Quality West Nile Virus Integrated Mosquito Management Program. The Fulton County Board of Health (FCBOH) and the City of Atlanta entered into an Intergovernmental Agreement (IGA) to provide additional mosquito management services to certain City-owned properties within the corporate limits of the City. The increase in spending authority will allow the FCBOH to provide the services as outlined in the attached IGA

Community Impact: Will provide additional services within the corporate limits of the City of Atlanta.

Department Recommendation: Recommend approval.

Agency Director Approval**County Manager's Approval**

Typed Name and Title

Phone

Felicia Strong-Whitaker, Director

(404) 612-5800

Signature

Date

History of BOC Agenda Item:

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount			\$379,461.95
1 ^s Renewal			\$379,461.95
2 nd Renewal			\$379,461.95
Increase Spending Authority			\$197,298.28
Total Revised Amount			\$1,335,684.13

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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Contract Value: \$197,298.28
Prime Vendor: Clarke Environmental Mosquito Management
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$198,298.28
Subcontractor: None

Total Contract Value: \$197,298.28
Total M/FBE Value: -0-

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value \$197,298.28				
Total M/FBE Values \$0.00				
Total Prime Value \$197,298.28				
Fiscal Impact / Funding Source		<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>		
830-760-B041 1160: State Funds, FCBOH, Professional Services - \$197,298.28				
Exhibits Attached		<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>		
Exhibit 1: Intergovernmental Agreement Exhibit 2: Contractor Performance Report				
Source of Additional Information		<i>(Type Name, Title, Agency and Phone)</i>		
Kathleen Toomey, M.D., M.P.H., District Health Director, Fulton County Board of Health				

Procurement

Contract Attached:
No

Previous Contracts:
Yes

Solicitation Number:
15ITB96859A-CC

Submitting Agency:
FCBOH

Staff Contact:
Kathleen Toomey

Contact Phone:
(404) 613-1205

Description: Roof replacement for Central Library

FINANCIAL SUMMARY

Total Contract Value:

Original Approved Amount: \$379,461.95
Previous Adjustments: \$758,923.90
This Request: \$197,298.28
TOTAL: \$1,335,684.13

MBE/FBE Participation:

Amount: %:
Amount: %: .
Amount: %: .
Amount: %: .

Grant Information Summary:

Amount Requested: . ☐ Cash
Match Required: . ☐ In-Kind
Start Date: . ☐ Approval to Award
End Date: . ☐ Apply & Accept
Match Account \$: .

Funding Line 1:

Funding Line 2:

Funding Line 3:

Funding Line 4:

KEY CONTRACT TERMS

Start Date:

Upon BOC approval

End Date:

Cost Adjustment:

.

Renewal/Extension Terms:

ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	Toomey, Kathleen	Date: 7/17/2017
	County Attorney:		Date:
X	Purchasing/Contract Compliance:	Strong-Whitaker, Felicia	Date: 7/17/2017
X	Finance/Budget Analyst/Grants Admin:	Whitmore, Sharon	Date: 7/17/2017
	Grants Management:		Date:
X	County Manager:	Anderson, Dick	Date: 7/17/2017

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
MOSQUITO MANAGEMENT SERVICES
BETWEEN
FULTON COUNTY BOARD OF HEALTH
AND
ATLANTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”), by and between Fulton County Board of Health (“**FCBOH**”) and the City of Atlanta, Georgia (“**City**”) is entered into this _____ day of _____, 2017.

WHEREAS, Fulton County Board of Health is a statutorily created entity pursuant to O.C.G.A. 31-3-1; and

WHEREAS, the Georgia Constitution, ARTICLE IX, Section 3, Paragraph 1 provides the authority for entering into this Intergovernmental Agreement; and

WHEREAS, FCBOH and the City desire to enter into an Intergovernmental Agreement for the FCBOH to provide environmental mosquito management services to certain City-owned properties within the corporate limits of the City which the City utilizes; and

WHEREAS, there is a need for local governments to undertake mosquito control and prevention activities in order to mitigate against the outbreak of mosquito-borne diseases; and

WHEREAS, FCBOH has the capacity to provide mosquito and control prevention services through a contract with an approved environmental products and services vendor; and

WHEREAS, the City wishes to purchase environmental mosquito management services for certain City-owned properties within the corporate limits of the City which the City utilizes; and

WHEREAS, FCBOH wishes to provide such services to the City through a contract with an approved environmental products and services vendor under the direction and control of FCBOH;

NOW THEREFORE, in consideration of the following mutual obligations, FCBOH and City agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 FCBOH agrees to provide mosquito management services through a contract with an environmental products and services vendor for certain City-owned properties within the corporate limits of the City, (“**Subject Properties**”).

1.2 FCBOH agrees to provide mosquito surveillance, control, and education services (“**Mosquito Management Services**”) to the Subject Properties in accordance with its approved contract with the environmental products and services vendor.

ARTICLE 2

TERM OF AGREEMENT

2.1 The term of this Agreement is for one (1) year commencing on July 1, 2017 and concluding on June 30, 2018. This Agreement may be extended for additional terms by mutual agreement.

ARTICLE 3

COMPENSATION AND CONSIDERATION

3.1 During the first term of this agreement the cost to the City for the provision of the Mosquito Management Services by FCBOH as set forth herein shall be One Hundred Ninety-Seven Thousand, Two Hundred and Ninety-Eight Dollars and Twenty-Eight Cents (\$197,298.28) per annum.

3.2 Upon commencement of the Agreement and again on every July 1 of each subsequent year during the term of the agreement, FCBOH will invoice the City for the annual compensation due under the Agreement. The invoice will include compensation under the Agreement for twelve months of mosquito services. Payment will be due within sixty (60) days of the invoice date and should be sent to the Fulton County Finance Department, Treasury Division, 141 Pryor Street, SW, Atlanta GA 30303, Suite 7001. Failure to remit payment within sixty (60) days of the invoice date may result in suspension of services to the City until such time as the payment is received or termination of the Agreement.

ARTICLE 4

MOSQUITO MANAGEMENT SERVICES

4.1 FCBOH agrees to contract with an environmental products and services vendor to provide Mosquito Management Services within the County, including within the corporate limits of the City to the Subject Properties.

4.2 The City recognizes that FCBOH will provide Mosquito Management Services through a contract between FCBOH and an independent environmental products and services vendor selected by FCBOH.

4.3 FCBOH and the City recognize and agree that FCBOH shall only provide Mosquito Management Services within the corporate limits of the City to the Subject Properties.

4.4 FCBOH and the City recognize that the City shall have the right to request of FCBOH that it assign tasks to the environmental products and services vendor pursuant to this agreement. Supervision and the means by which tasks are accomplished shall be the responsibility of FCBOH through the contract administrator.

ARTICLE 5

RECORD KEEPING AND REPORTING

5.1 FCBOH agrees to provide the City with all reports stipulated in the environmental products and services vendor's contract, if any, and access to records the vendor is required to maintain in accordance with the vendor's contract, if any.

ARTICLE 6

TERMINATION

6.1 The parties agree that the City may, upon sixty (60) days written notice to FCBOH, terminate this agreement. The parties agree that FCBOH may, upon sixty (60) days written notice to the City, terminate this agreement.

ARTICLE 7

EVENT OF DEFAULT AND REMEDY

7.1 An event of default shall occur if FCBOH fails to provide Mosquito Management Services to the Subject Properties as stipulated in the current environmental products and services vendor's contract, through an environmental products and services vendor as selected by FCBOH or the City shall be in default if the City fails to pay any subsequent payment due pursuant to Article 3 of this Agreement.

7.2 If the City fails to cure an Event of Default within thirty (30) days, then the City agrees that FCBOH shall cease the provision of Mosquito Management Services to the Subject Properties and that any outstanding payments or amounts due to FCBOH shall be calculated by prorating the services provided through the final date of service. The Parties agree that the prorated payment will constitute liquidated damages, and not a penalty, under this Agreement.

7.3 If FCBOH defaults, FCBOH agrees that the City may provide Mosquito Management Services, as stipulated in the current environmental products and services vendor's contract, in any manner the City decides, with FCBOH to bear all reasonable and necessary costs associated with the City providing those services during the remaining Term of Agreement, provided such costs do not exceed the agreed upon costs of services stipulated herein at paragraph 3.1, as prorated according to the number of days remaining in the current term at the time of default. Payment by FCBOH to the City will be made within sixty (60) days of receipt of a City invoice. The Parties agree that such prorated payment will constitute liquidated damages, and not a penalty, under this Agreement.

7.4 If one or more Events of Default listed in this Article shall occur, the party suffering from the default shall provide written notice of default within thirty (30) days to the defaulting party. After receiving notice of default, the party in default shall have thirty (30) days to cure any default. If the default is not cured within thirty (30) days, the party that is not in default may terminate the Agreement.

ARTICLE 8

ENTIRE AGREEMENT

8.1 This Agreement contains the entire agreement between the Parties hereto and supersedes all previous or contemporaneous oral or written communications, representations, or agreements pertaining to the subjects addressed herein.

ARTICLE 9

SEVERABILITY

9.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or the invalid portion of the provision were not part of the Agreement.

ARTICLE 10

NOTICES

10.1 Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgement. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

10.2 Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

10.3 For all notices to City the address will be:

[insert]

10.4 For all notices to Fulton County Board of Health the address will be:

Fulton County Board of Health
Office of the District Health Director
10 Park Place South, S.E.
Atlanta, GA 30303
Attention: District Health Director

with copies to:

Office of the County Attorney
141 Pryor Street, SW
Suite 4038
Atlanta, GA 30303
Attention: Senior Assistant Attorney for the Board of Health

IN WITNESS WHEREOF, FCBOH and the City have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY BOARD OF HEALTH

Kathleen E. Toomey, M.D., M.P.H.
District Health Director

Approved as to Form:

Senior Assistant County Attorney
For the Fulton County Board of Health

CITY OF ATLANTA, GEORGIA

Kasim Reed
Mayor

Rhonda Dauphin Johnson
Municipal Clerk

Approved as to Form:

City Attorney

Chief Operating Officer

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE				
CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES				
Report Period Start	Report Period End		Contract Period Start	Contract Period End
5/1/2016	8/18/2016		5/1/2016	12/31/2016
PO Number				PO Date
Department	HEALTH & WELLNESS			
Bid Number	15ITB96859A-CC			
Service Commodity	Mosquito Control Program			
Contractor	Clark Mosquito Control			

- 0 = Unsatisfactory *Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
- 1 = Poor *Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.*
- 2 = Satisfactory *Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.*
- 3 = Good *Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.*
- 4 = Excellent *Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

The quality of services performed by the contractor has met all expectations.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

The contracted number of catchbasins larvicided has been attained.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

The contractor has been responsive to all inquiries made by the county in a prompt manner.

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

Comments:

☐ 0

- ☐ 1
- ☐ 2
- ☐ 3
- ☒ 4

The quality, quantity, and timeliness of the services rendered has met the specifications of the contract.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☒ 4

Comments:
The contractors key personnel have all of the necessary credentials and experience to perform the services required.

Overall Performance Rating:	4.0		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No)		Rating completed by:	Ellis Jones 
<input checked="" type="radio"/> Yes <input type="radio"/> No			
Department Head Name	Department Head Signature		Date
Kathleen E. Toomey, M.D., M.P.H. District Health Director FULTON COUNTY			8/18/2016