

Westchester County Emergency Contracts

June 2024 – September 2025

Westchester County Emergency Contracts - June 1st, 2024 - Sept.

<u>Dept.</u>	<u>Contractor (S)</u>	<u>Date of Execution</u>	<u>Purpose</u>	<u>Term</u>	<u>Project Status Update</u>		<u>Funding Source</u>	<u>Any Extensions/Date Executed</u>
Social Services	Century Protective Services	6/6/2024	Security Escort Services for the Dept. Personnel	1 yr	# 109435 See attached		Fed - 36%/State - 22%/Tax Levy - 42%	
Parks, Recreation & Conservation	Johnson Controls, Inc.	10/3/2024	Emergency HVAC Service - Boilers at Cty. Ctr.	1 month	# 109850 See attached	C:\Users\risa\	Tax Levy - 100%	
Board of Elections	Phoenix Graphics, Inc.	10/24/2024	Printing of Direct Mail Postcards	1 month	# 110120 See attached		Other - 100%	
DPW/T	Mace Contracting	1/9/2025	Damage to Flagpole at MOB					
Parks, Recreation & Conservation	Zamperla, Inc.	5/1/2025	Emergency work to Playland rides	5.3 months	#111084 See attached		Tax Levy - 100%	
Board of Elections	Whalen's Moving & Storage of Westchester, LLC	5/20/2025	Moving services for voting machines	2 years	#111258 See attached		Tax Levy - 100%	
Board of Elections	Whalen's Moving & Storage of Westchester, LLC	5/20/2025	Moving services for voting machines	2 years	#111259 See attached		Tax Levy - 100%	
DPW/T	The New Crystal Restoration Enterprises, Inc.	7/14/2025	Flooding in the Westchester County Center Bsm't			C:\Users\risa\		
EF	xxxxxxx	8/5/2025	Repair to the Daniel P. Thomas Material Recovery Facility			pp\Emergency Res		
			Tipping Floor in Yonkers					

109435

DATE: June 4, 2024

TO: Board of Acquisition and Contract

FROM: Leonard G. Townes
Commissioner, Department of Social Services

SUBJECT: Authority for the County to enter into an emergency contract with Century Protective Services Inc. for security escort services for Department of Social Services personnel, for a period of one (1) year, commencing upon execution, for a total amount not-to-exceed \$209,040.00, payable at a rate of \$33.50 per hour per escort.

A few days ago, a person physically assaulted a caseworker for the Department of Social Services ("DSS") while the caseworker was making contact with clients in the field. The caseworker suffered major, life-threatening injuries and is currently fighting for her life. DSS has determined that there is, therefore, an urgent need to take action to protect DSS staff from further physical harm while they are performing their duties on behalf of the County of Westchester (the "County").

Based on the details specified in the emergency-declaration memorandum, dated June 4, 2024, which I have submitted to your Honorable Board, in accordance with Section 167.171(3) of the Laws of Westchester County, it has been determined that this is a condition that was unforeseen, affects the life, health, and safety the staff of DSS and the other inhabitants of the County, and requires immediate action that cannot await competitive bidding. Therefore, this situation meets the legal requirements for an emergency contract under Section 167.171(5) of the Laws of Westchester County and Section 103(4) of the New York General Municipal Law. This procurement, which is funded in part by federal funds, also meets the requirements of 2 C.F.R. 200.320(c)(3), which allows for non-competitive procurement when "[t]he public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation", based on the emergency need for security escort services (the "Services"), as described above and in the referenced emergency-declaration memorandum.

In response to this emergency, DSS solicited quotations for hourly rates from three (3) contractors that customarily provide the Services. The best hourly rate for the Services has been offered by Century Protective Services Inc. ("Century").

Accordingly, authority is requested from your Honorable Board for the County to enter into an emergency contract with Century, pursuant to which it will provide the County with the Services for DSS personnel, for a period of one (1) year, commencing upon execution, for a total amount not-to-exceed \$209,040.00, payable at a rate of \$33.50 per hour per escort (the "Emergency Contract"; DSS3027-24).

The proposed Emergency Contract will serve a public purpose by ensuring that DSS personnel have sufficient security in order to carry out their duties for the County and its inhabitants.

The goal and objective of the proposed Emergency Contract is to ensure that DSS personnel have sufficient security in order to carry out their duties for the County and its inhabitants.

The goal and objective of the proposed Emergency Contract is in the best interests of the County in terms of public health and safety, as ensuring that DSS personnel have sufficient security in order to carry out their duties for the County and its inhabitants will ultimately help safeguard the health and safety of DSS personnel, the persons with whom the DSS personnel are interacting, and the public, overall.

The goal and objective of the proposed Emergency Contract will be tracked and monitored by DSS personnel.

I respectfully recommend the adoption of the attached resolution.

LGT/TL/bdm/nn

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an emergency contract (DSS3027-24) with Century Protective Services Inc. ("Century"), pursuant to which Century will provide the County with security escort services for Department of Social Services personnel, for a period of one (1) year, commencing upon execution, for a total amount not-to-exceed \$209,040.00, payable at a rate of \$33.50 per hour per escort; 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 the 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 Contractor, then the Contractor 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 execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this resolution.

1. Account to be Charged/Credited:

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	22	5000	4420		\$209,040.00

2. Budget Funding Year(s): 2024-2025

Start Date / End Date: One (1) year, commencing upon execution
(must match resolution)

3. Funding Source:

Federal	36%	CFDA#(s)	N/A		
State	22%	State ID#(s)	N/A		
Operating/Tax Levy	42%				
Capital	N/A				

4. Total NTE: \$209,040.00
(Must match resolution)

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#109850

TO: Honorable Board of Acquisition and Contract

FROM: Kathleen M. O'Connor
Commissioner of Parks, Recreation & Conservation

DATE: October 18, 2024

SUBJECT: Resolution to enter into Emergency Contract No. PRC-1448 Emergency Boiler Service at Westchester County Center 198 Central Avenue White Plains, New York with Johnson Controls, Inc. for an amount not to exceed \$119,588.00 commencing October 21, 2024 and expiring November 30, 2024.

The attached Resolution is being submitted pursuant to the Emergency Declaration that was submitted to your Honorable Board on October 1, 2024.

On September 13, 2024, an inspection conducted by Johnson Controls, Inc. ("JCI"), as required by the County's on-going maintenance contract, at the Westchester County Center, revealed that a leak exists in the heat exchanger in one of the three boilers. The damaged heat exchanger requires replacement prior to the winter months, but due to a backlog the necessary parts will take roughly 14 weeks which means the County would not be able to properly heat the building or provide hot water. It is recommended by the County's contractor that the best solution is to replace the entire boiler, which is readily available and can be installed prior to the cold weather arriving and will avoid any service disruption at the County Center.

As noted in the Emergency Declaration, the Department of Parks, Recreation and Conservation (the "Department"), following its standard emergency contract protocols, selected JCI to perform Contract PRC-1448 Emergency Boiler Service, at Westchester County Center, 198 Central Avenue, White Plains, New York. The emergency work includes the replacement of (1) AERCO BMK 2000 Benchmark boiler, including all necessary labor and materials to remove the current boiler and install the replacement boiler. JCI will remove and reinstall duct work for a rigger to move the boiler and will disconnect and reconnect all gas and water piping along with breeching and provide startup by a factory service representative.

Attached for your consideration is a resolution, which, if approved by your Honorable Board, would authorize the County of Westchester ("County") to enter into Contract No. PRC-1448 with JCI in an amount not to exceed \$119,588.00, payable in accordance with an approved budget. The Department has reviewed JCI's breakdown for the work and has determined that the costs are consistent with similar items of work on other County Projects. The term of the Agreement shall be October 21, 2024 through November 30, 2024.

This emergency contract is in the public's best interest to protect the public health, safety, and security of the residents of Westchester County.

This emergency contract has been reviewed by the Law Department and a proposed form of Resolution is attached hereto for your approval.

It is my recommendation that Emergency Contract No. PRC-1448 be awarded to Johnson Controls, Inc. in the amount of \$119,588.00.

RESOLUTION

Upon communication from the Commissioner of Parks, Recreation & Conservation, be it hereby

RESOLVED, that the County of Westchester is hereby authorized to enter into Contract No. PRC-1448, Emergency Boiler Service, Westchester County Center with Johnson Controls, Inc., 8 Skyline Drive, Hawthorne, New York 10532 for an amount not to exceed \$119,588.00 payable pursuant to an approved budget, for a term commencing on October 21, 2024 and expiring November 30, 2024; and be it further

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

RESOLVED, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Dollars
	165	42	1100	4310	\$119,588.00

Budget Funding Year(s): 2024 Start Date: October 21, 2024 End Date: November 30, 2024

Funding Source:	Tax Dollars	<u>x</u>
	State Aid	<u></u>
<u>\$119,588.00</u> (must match resolution)	Federal Aid	<u></u>
	Other	<u></u>

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TAJIAN M. NELSON
Commissioner
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Deputy Commissioner

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DOUGLAS A. COLETY
Commissioner
Fax 914-995-3190
CHRISTINE A. SCULTI
Deputy Commissioner

110120

DATE: December 10, 2024

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Douglas Colety
Commissioner of the Board of Elections

Tajian Nelson
Commissioner of the Board of Elections

RE: Authority for the County of Westchester to enter into an Emergency Contract with Phoenix Graphics Inc. to print direct mail postcards to all registered voters residing in Westchester County and to deliver said post cards to the White Plains Post Office for a term commencing retroactively on October 1, 2024 and continuing through October 31, 2024 for a total amount not-to-exceed \$71,175.00.

As we informed your Honorable Board in a Declaration of Emergency Situation memorandum dated October 24, 2024 (the "Memorandum"), after the deadline for voter registration expired on October 26, 2024, the County of Westchester ("County"), through its Board of Elections ("BOE"), was required by law to print direct mail postcards and send them to all registered voters residing in Westchester County. This work is normally handled through the County's own print shop. However, because the County print shop was overwhelmed by producing this year's numerous State ballot proposals and County abstract proposal, it could not print the direct mail postcards for the BOE within the allotted time frame for voters to receive the information prior to early voting. Therefore, the BOE encountered an emergency situation that, if not addressed promptly, would have resulted in voters not being notified in a timely manner.

Based on the details specified in the Memorandum, which was submitted to your Honorable Board in accordance with Section 167.171(3) of the Laws of Westchester County, it has been determined that this was a condition that was unforeseen and required immediate action that could not await competitive bidding. Therefore, this situation met the legal requirements for an emergency contract under Section 167.171(5) of the Laws of Westchester County and Section 103(4) of the New York General Municipal Law.

Accordingly, authority is now requested from your Honorable Board for the County to enter into an Emergency Contract with Phoenix Graphics Inc. ("Phoenix"), pursuant to which Phoenix agreed to print direct mail postcards for the BOE and deliver same to the White Plains Post Office for mailing (the "Emergency Contract"). The term of the Emergency Contract commenced retroactively on October 1, 2024 and expired on October 31, 2024. In consideration for the printing and delivery services rendered, the County will pay Phoenix an amount not-to-exceed \$71,175.00, payable in full upon execution of the Emergency Contract.

The proposed Emergency Contract serves a public purpose by enabling the BOE to provide complete election information to registered voters.

Accordingly, we most respectfully recommend the adoption of the attached resolution.

DC/TN/jpg/nn
Attachment

RESOLUTION

Upon a communication from the Commissioners of the County Board of Elections, be it hereby:

RESOLVED, that the County of Westchester (the "County"), acting by and through its Board of Elections ("BOE"), is hereby authorized to enter into an Emergency Contract with Phoenix Graphics Inc. ("Phoenix"), pursuant to which Phoenix agreed to print direct mail postcards for the BOE and deliver same to the White Plains Post Office for mailing, for a term commencing retroactively on October 1, 2024 and continuing through October 31, 2024, for an amount not-to-exceed \$71,175.00 (the "Agreement"), payable in full upon execution of the Agreement; 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 the 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 Contractor, then the Contractor 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 execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this resolution.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	14	1000	3600		\$71,175.00

Budget Funding Year(s): 2024 Start Date: 10-1-2024 End Date: 10-31-2024
(must match resolution)

Funding Source	Tax Dollars: <u>\$71,175.00</u>
<u>\$ 71,175.00</u>	State Aid: _____
(must match resolution)	Federal Aid: _____
	Other: _____

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#111084

TO: Board of Acquisition and Contract

FROM: Kathleen M. O'Connor
Commissioner of Parks, Recreation and Conservation

DATE: May 6, 2025

SUBJECT: Authority for the County of Westchester to enter into an agreement with Zamperla, Inc to perform emergency work, which includes inspecting, repairing, replacing and maintaining certain rides at Playland Park and procuring necessary supplies and parts retroactive to April 15, 2025 and continuing through September 5, 2025, in an amount not to exceed \$1,506,639.48, plus a County option for additional services in an amount not to exceed \$228,390.00, for a total aggregate amount not to exceed \$1,735,029.48, pursuant to an approved budget.

Attached for your consideration is a resolution, which, if approved by your Honorable Board, would authorize the County of Westchester ("County") to enter into an agreement with Zamperla, Inc. ("Zamperla") to perform emergency work, which includes inspecting, repairing, replacing and maintaining certain rides at Playland Park and procuring necessary supplies and parts, retroactive to April 15, 2025 and continuing through September 5, 2025 ("Agreement"). The Agreement shall be in an amount not to exceed \$1,506,639.48 for ride restoration, maintenance and support, parts, overhead and contingency, plus a County option for additional operations support services, in an amount not to exceed \$228,390.00, for a total aggregate amount not to exceed \$1,735,029.48, pursuant to an approved budget and subject to appropriations.

This Resolution is being submitted pursuant to the Emergency Declaration that was submitted to your Honorable Board on May 1, 2025 (the "Emergency Declaration"), which outlined the reasons and nature of the emergency.

In summary, on April 12, 2021 the Board of Legislators adopted an Act authorizing the County to enter into a Second Restated and Amended Playland Management Agreement (the "Second Restated Agreement") with Standard Amusements LLC ("Standard"). The Second Restated Agreement was duly executed on or about July 22, 2021. On January 21, 2025, the County received a Notice of Termination from Standard effective February 20, 2025, which purports to terminate the Second Restated Agreement. On January 22, 2025 the County sent a response rejecting Standard's Notice of Termination and reciting a number of breaches on the part of Standard. On January 30, 2025, Standard sent another letter stating, *inter alia*, that its termination notice was valid, that Standard will not manage Playland in 2025, and the County's breach claims were frivolous. Thereafter on February 4, 2025 the County sent a letter to Standard's attorneys escalating the dispute to arbitration pursuant to Section 43(ii) of the Second Restated Agreement. In accordance with the Second Restated Agreement

the parties have selected arbitrators and have each submitted documents in support of their claims. The arbitration hearing is scheduled to commence on August 12, 2025.

In order to open the iconic Playland Amusement Park for a portion of the 2025 operating season, the County Department of Parks, Recreation and Conservation ("Department") declared an emergency situation. As an emergency, this situation cannot await competitive bidding. The Department selected Zamperla to perform the necessary emergency work, which includes inspecting, repairing, replacing and maintaining specific rides and procuring necessary supplies and parts. The County owns 11 rides that were manufactured by Zamperla and a number of other rides manufactured by a company that is no longer in business. Zamperla not only has familiarity with the rides but also has the expertise and ability to provide the parts and maintenance.

Based on the above, it's in the best interest of the County to enter into an agreement with Zamperla on an emergency basis as it is the most-timely and fiscally efficient solution and will safeguard the County's property and secure the public safety of park attendees and staff.

KMC/PJT/TSA

RESOLUTION

Upon a communication from the Commissioner of the Department of Parks, Recreation and Conservation, be it hereby

RESOLVED, that the County of Westchester (the “County”) is authorized to enter into an agreement with Zamperla, Inc. to perform emergency work, which includes inspecting, repairing, replacing and maintaining certain rides at Playland Park and procuring necessary supplies and parts retroactive to April 15, 2025 and continuing through September 5, 2025 (“Agreement”). The Agreement shall be in an amount not to exceed \$1,506,639.48 for ride restoration, maintenance and support, parts, overhead and contingency, plus a County option for additional operations support services, in an amount not to exceed \$228,390.00, for a total aggregate amount not to exceed \$1,735,029.48, pursuant to 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 the 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 budget of the State of New York and/or the adoption of the State Budget or any amendments thereto, and after the County has a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of 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 Contractor, then such Contractor 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 execute any and all instruments and take all actions necessary to accomplish the purpose hereof.

Account to be
Charged/Credited

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
165	42	5520	4380		\$1,735,029.48

Budget Funding Year(s) 2025 **Start Date:** 4.15.25 **End Date:** 9.5.2025
(must match resolution)

Funding Source:	Tax Dollars	\$1,735,029.48
	State Aid	
\$1,735,029.48	Federal Aid	
	Other	

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DOUGLAS A. COLETY
Commissioner
Fax 914-995-3190
Christine A. Sculti
Deputy Commissioner

111258

TO: Board of Acquisition and Contract

FROM: Tajian M. Nelson & Douglas A. Colety
Commissioners of the Board of Elections

DATE: June 6, 2025

SUBJECT: Resolution authorizing the County of Westchester to enter into an emergency contract with Smart Moving & Storage, Inc. for a term commencing on June 1, 2025 and terminating one year thereafter for Smart Move to provide Primary, Special, Early and General Election Moving Services of Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for Zone 1 – CORTLANDT, OSSINING, PEEKSKILL, SOMES AND YORKTOWN, and Zone 2 – BEDFORD, LEWISBORO, MOUNT KISCO, NEW CASTLE, NORTH CSTLE, NORTH SALEM, MOUNT PLEASANT, AND POUND RIDGE, for an amount not to exceed \$314,240.00, payable pursuant to an approved budget.

Attached hereto please find a resolution, which if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an emergency contract with Smart Moving & Storage, Inc. ("Smart Move") for a term commencing on June 1, 2025 and terminating one year thereafter for Smart Move to provide Primary, Special, Early and General Election Moving Services of Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for Zone 1 – CORTLANDT, OSSINING, PEEKSKILL, SOMES AND YORKTOWN, and Zone 2 – BEDFORD, LEWISBORO, MOUNT KISCO, NEW CASTLE, NORTH CSTLE, NORTH SALEM, MOUNT PLEASANT, AND POUND RIDGE, for an amount not to exceed \$314,240.00, payable pursuant to an approved budget.

As your Honorable Board may recall, on May 20, 2025, the Westchester County Board of Elections ("WBOE") filed a Declaration of Emergency (the "Declaration") with your Honorable Board in which it set forth in detail how Whalen's Moving & Storage of Westchester, LLC ("Whalen") failed to fulfill its obligations under its agreement with the County, dated November 24, 2024, for 2025 and 2026 Primary, Special, Early and General Election Moving Services for Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for the following three (3) zones:

ZONE 1 - Cortlandt, Ossining, Peekskill, Somers and Yorktown

ZONE 2 – Bedford, Lewisboro, Mount Kisco, New Castle, North Castle, North Salem, Mount Pleasant, and Pound Ridge, and

ZONE 3 - Greenburgh, Harrison and White Plains.

In the Declaration, the WBOE explained how the moving of voting machine equipment is a critical service, and, due to Whalen's poor performance, the County had no choice but to terminate its agreement with Whalen.

The Declaration further explained that, after the termination of Whalen's agreement, the WBOE encountered an emergency situation for which it could not await procurement of a replacement contract through the usual bid processes.

The WBOE informed your Honorable Board that it would need to immediately engage alternative provider(s) to provide the moving services for Zones 1, 2 and 3 without interruption and would submit a resolution to your Honorable Board at a later date requesting approval of the contract(s) to address the emergency.

In furtherance of the Declaration, the WBOE has secured two emergency replacement contracts.

One replacement contract, which is the subject of this resolution, is with Smart Move for Zones 1 and 2 as described above.

The second emergency contract is with Ron's Trucking Corporation for Zone 3, which is being submitted to your Honorable for approval under a separate resolution.

The public purpose, as well as the goal and objective of this contract, is to address the emergency and allow the Board of Elections to continue to carry out its statutory duties in connection with all upcoming 2025 and 2026 Primary, Special, Early and General Elections and to ensure that all eligible County residents have the opportunity to exercise their right to vote.

County Board of Elections staff will monitor the contractor's performance of the contract.

Accordingly, it is our recommendation that aforementioned agreement with Smart Move be approved by your Honorable Board.

TMN/DAC/ran

RESOLUTION

Upon communication from the Commissioners of the Board of Elections, be it

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") with Smart Moving & Storage, Inc. ("Smart Move") for a term commencing on June 1, 2025 and terminating one year thereafter for Smart Move to provide Primary, Special, Early and General Election Moving Services of Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for Zone 1 – CORTLANDT, OSSINING, PEEKSKILL, SOMES AND YORKTOWN, and Zone 2 – BEDFORD, LEWISBORO, MOUNT KISCO, NEW CASTLE, NORTH CSTLE, NORTH SALEM, MOUNT PLEASANT, AND POUND RIDGE, for an amount not to exceed \$314,240.00, payable pursuant to 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 the 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 Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited YEAR 2025 YEAR 2026	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	14	1000	4380		\$157,120.00
	101	14	1000	4380		\$157,120.00

Budget Funding Year(s) 2025, 2026 **Start Date:** June 1, 2025 **End Date:** June 1, 2026
(must match resolution)

Funding Source: **Tax Dollars** 100% County

Contractor Federal I.D. No./
Social Security No.: _____

State Aid _____

\$314,240.00
(must match resolution)

Federal Aid _____

Vendor No.: _____

Other _____

Encumbrance No.: _____

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TAJIAN M. NELSON
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Christine A. Sculti
Deputy Commissioner

111259

TO: Board of Acquisition and Contract

FROM: Tajian M. Nelson & Douglas A. Colety
Commissioners of the Board of Elections

DATE: June 6, 2025

SUBJECT: Resolution authorizing the County of Westchester to enter into an emergency contract with Ron's Trucking Corporation for a term commencing on June 1, 2025 and terminating one year thereafter for Ron Trucking's to provide Primary, Special, Early and General Election Moving Services of Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for Zone 3 – GREENBURGH, HARRISON AND WHITE PLAINS, for an amount not to exceed \$94,236.00, payable pursuant to an approved budget.

Attached hereto please find a resolution, which if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an emergency contract with Ron's Trucking Corporation for a term commencing on June 1, 2025 and terminating one year thereafter for Ron Trucking's to provide Primary, Special, Early and General Election Moving Services of Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for Zone 3 – GREENBURGH, HARRISON AND WHITE PLAINS, for an amount not to exceed \$94,236.00, payable pursuant to an approved budget.

As your Honorable Board may recall, on May 20, 2025, the Westchester County Board of Elections ("WBOE") filed a Declaration of Emergency (the "Declaration") with your Honorable Board in which it set forth in detail how Whalen's Moving & Storage of Westchester, LLC ("Whalen") failed to fulfill its obligations under its agreement with the County, dated November 24, 2024, for 2025 and 2026 Primary, Special, Early and General Election Moving Services for Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for the following three (3) zones:

ZONE 1 - Cortlandt, Ossining, Peekskill, Somers and Yorktown

ZONE 2 – Bedford, Lewisboro, Mount Kisco, New Castle, North Castle, North Salem, Mount Pleasant, and Pound Ridge, and

ZONE 3 - Greenburgh, Harrison and White Plains.

In the Declaration, the WBOE explained how the moving of voting machine equipment is a critical service, and, due to Whalen's poor performance, the County had no choice but to terminate its agreement with Whalen.

The Declaration further explained that, after the termination of Whalen's agreement, the WBOE encountered an emergency situation for which it could not await procurement of a replacement contract through the usual bid processes.

The WBOE informed your Honorable Board that it would need to immediately engage alternative provider(s) to provide the moving services for Zones 1, 2 and 3 without interruption and would submit a resolution to your Honorable Board at a later date requesting approval of the contract(s) to address the emergency.

In furtherance of the Declaration, the WBOE has secured two emergency replacement contracts.

One first replacement contract, which is the subject of this resolution, is with Ron's Trucking for Zone 3 as described above.

The second replacement contract is with Smart Moving & Storage, Inc. for Zones 1 and 2, which is being submitted to your Honorable for approval under a separate resolution.

The public purpose, as well as the goal and objective of this contract, is to address the emergency and allow the Board of Elections to continue to carry out its statutory duties in connection with all upcoming 2025 and 2026 Primary, Special, Early and General Elections and to ensure that all eligible County residents have the opportunity to exercise their right to vote.

County Board of Elections staff will monitor the contractor's performance of the contract.

Accordingly, it is our recommendation that aforementioned agreement with Ron's Trucking be approved by your Honorable Board.

TMN/DAC/ran

RESOLUTION

Upon communication from the Commissioners of the Board of Elections, be it

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") with Ron's Trucking Corporation ("Ron's Trucking") for a term commencing on June 1, 2025 and terminating one year thereafter for Ron Trucking's to provide Primary, Special, Early and General Election Moving Services of Voting Machines, E-Poll Books and Printers, Cabinets, PPE, Supply Bags, Privacy Booths and Peripheral Markers between the County Warehouse and Various Polling Place Locations in Westchester County for Zone 3 – GREENBURGH, HARRISON AND WHITE PLAINS, for an amount not to exceed \$94,236.00, payable pursuant to 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 the 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 Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
YEAR 2025	101	14	1000	4380		\$47,118.00
YEAR 2026	101	14	1000	4380		\$47,118.00

Budget Funding Year(s) 2025, 2026 **Start Date:** June 1, 2025 **End Date:** June 1, 2026
(must match resolution)

Funding Source: **Tax Dollars** 100% County

Contractor Federal I.D. No./
Social Security No.: _____

State Aid _____

\$94,236.00
(must match resolution)

Federal Aid _____

Vendor No.: _____

Other _____

Encumbrance No.: _____