

113419

DATE: April 9, 2026

TO: Board of Acquisition and Contract

FROM: Hugh J. Greechan, Jr., P.E.
Commissioner, Department of Public Works and Transportation

SUBJECT: (1.) Authority to amend an agreement with the New York City Transit Authority (the "NYCTA") regarding the County's use of the NYCTA's MetroCard and MetroCard Automated Fare Collection System, as well as the County's receipt of ancillary services provided by the NYCTA (Agreement No. DOTOP04-17, as amended), and (2.) Rescinding a resolution approved on May 8, 2025 that authorized the County to execute a different amendment to the same agreement.

By a resolution approved on June 8, 2017, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement with the New York City Transit Authority (the "NYCTA") regarding the County's use of the NYCTA's MetroCard and MetroCard Automated Fare Collection System (collectively, the "MetroCard System") for the purposes of fare collection on the County's Bee-Line bus routes, as well as the County's receipt of ancillary services provided by the NYCTA in support of such fare collection, for a period commencing upon execution and continuing through March 31, 2021, and on all of the other terms specified in Exhibit 1 to that resolution, which was attached thereto and made a part thereof (the "Original Agreement"). The Original Agreement was subsequently executed.

By a resolution approved on February 18, 2021, as amended by a resolution approved on April 29, 2021, your Honorable Board authorized the County to amend the Original Agreement by extending its term through June 30, 2023, or the earlier of completion of final reconciliation and payments, with the NYCTA reserving the right to shut off MetroCard System operations and fare collection based on the MetroCard on December 31, 2022, while reconciliation and payments would then still continue through June 30, 2023, or earlier as needed (the "First Amendment"). The First Amendment was subsequently executed.

The MetroCard System continued to be used by the NYCTA long beyond the shut-off date envisioned by the First Amendment. As a result, the County continued to require the use of the MetroCard System, and the receipt from the NYCTA of ancillary services, through the County's recent implementation of, and transition to, the Metropolitan Transportation Authority's 'OMNY' fare payment system.

Accordingly, there is a need to have the Original Agreement, as amended by the First Amendment, (the "Agreement") be amended to both cover the period through December 31, 2025, when the MetroCard System ceased, and address the going-forward period, during which the County would, among other things, continue to use certain MetroCard System-related

equipment as part of its collection of cash fares.

Negotiations with the NYCTA regarding an amendment to address such concerns transpired over a period of several years. In 2025, the County sought, and received from your Honorable Board, by a resolution approved on May 8, 2025, (the “Original Resolution”) authority for the County to enter into a certain second amendment that had been negotiated with the NYCTA. However, the parties ultimately did not proceed to execute that amendment.

Now, the NYCTA and the County have once again negotiated a second amendment, and the parties are prepared to seek to execute that document.

Accordingly, the County respectfully requests, (1.) authority from your Honorable Board to amend the Agreement by entering into the amendment attached hereto as Exhibit 1 (the “Second Amendment”), which will, among other things, extend the term for the provision of certain MetroCard System services to December 31, 2025, and extend other such services beyond that date, to a date to-be-determined, and provide for payment for services received by the County, and (2.) that your Honorable Board rescind the Original Resolution.

Except as specifically described above, all terms and conditions of the Agreement shall remain in full force and effect.

The proposed Second Amendment will serve a public purpose by providing final terms of the County’s use of the MetroCard System and its related equipment.

The goal and objective of the proposed Second Amendment is to provide final terms of the County’s use of the MetroCard System and its related equipment.

The goal and objective of the proposed Second Amendment is in the best interests of the County in terms of fiscal responsibility, as the County having final terms of the County’s use of the MetroCard System and its related equipment is intended to provide a cost-efficient way for the County to wind down all usage of such equipment on the County’s Bee-Line bus routes.

The goals and objectives of the proposed Second Amendment will be tracked and monitored by the staff of the Department of Public Works and Transportation.

I respectfully recommend the adoption of the attached resolution.

HJG/HR/bdm/nn

RESOLUTION

Agreement No. DOTOP04-17, as amended

Upon a communication from the Commissioner of Public Works and Transportation, be it hereby:

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to amend an agreement with the New York City Transit Authority (the “NYCTA”) regarding the County’s use of the NYCTA’s MetroCard and MetroCard Automated Fare Collection System (collectively, the “MetroCard System”) for the purposes of fare collection on the County’s Bee-Line bus routes, as well as the County’s receipt of ancillary services provided by the NYCTA in support of such fare collection, for a period commencing upon execution and continuing through June 30, 2023, or the earlier of completion of final reconciliation and payments, with the NYCTA reserving the right to shut off MetroCard System operations and fare collection based on the MetroCard on December 31, 2022, while reconciliation and payments would then still continue through June 30, 2023, or earlier as needed, (the “Agreement”) by entering into the amendment attached hereto as Exhibit 1 (the “Second Amendment”), which will, among other things, extend the term for the provision of certain MetroCard System services to December 31, 2025, and extend other such services beyond that date, to a date to-be-determined, and provide for payment for services received by the County; and be it further

RESOLVED, that except as specifically hereby authorized to be amended, all terms and conditions of the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the resolution approved on May 8, 2025, which authorized the County to amend the Agreement on different terms, is hereby rescinded; 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 necessary and appropriate to effectuate the purposes hereof.

Agreement No. DOTOP04-17, as amended

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars

Budget Funding Year(s): N/A Start Date: 12/31/25 End Date: TBD
(must match resolution)

Funding Source: Tax Dollars N/A
State Aid _____
Federal Aid _____
(must match resolution) Other _____

EXHIBIT 1

[ATTACHED, STARTING ON NEXT PAGE]

[NO FURTHER TEXT ON THIS PAGE]

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/16/2026 - RAYMOND SCULKY, SECRETARY

**MODIFICATION NO. 2
TO MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW YORK CITY TRANSIT AUTHORITY
AND
COUNTY OF WESTCHESTER**

This Modification No. 2 to the Memorandum of Agreement (as such term is defined below) is entered into by and between the New York City Transit Authority (“**NYCTA**”), a public authority of the State of New York and affiliate of the Metropolitan Transportation Authority (the “**MTA**”) with principal offices at 130 Livingston, New York, New York 11201, and the County of Westchester (the “**County**”), acting by and through its Department of Public Works and Transportation, the principal office of which is at 148 Martine Avenue, 5th Floor, White Plains, New York 10601. Hereinafter NYCTA and the County may collectively be referred to as the “**Parties**” or each individually as a “**Party**”.

WHEREAS, the Parties entered into a 2006 contract that established the terms and conditions for the purchase, installation, and set-up of the MetroCard equipment (the “**AFC Equipment**”), that expired on March 31, 2011 (the “**2006 Agreement**”); and

WHEREAS, NYCTA and the County entered into a successor Memorandum of Agreement to the 2006 Agreement on or about June 26, 2017, which (i) set forth the understanding between NYCTA and the County regarding the County’s continued use of NYCTA’s MetroCard and the MetroCard System for the purpose of fare collection for the County’s Bee-Line bus routes as well as ancillary services provided by NYCTA to the County in support of such fare collection; and (ii) provided the County with notice of the MTA’s anticipated new fare payment system (the “**NFPS**”), subsequently branded “**OMNY**” (the Memorandum of Agreement, as modified, shall be referred to as the “**2017 MOA**” or “**Agreement**”); and

WHEREAS, the County and NYCTA entered into Modification No. 1 dated March 31, 2021, that extended the 2017 MOA to June 30, 2023 (“**Modification No. 1**”); and

WHEREAS, the Parties wish to further amend the terms of the 2017 MOA in anticipation of the decommissioning of the MetroCard and to account for the MTA’s permanent discontinuation of MetroCard services provided to the County on December 31, 2025 as part of the MTA’s full transition to OMNY.

NOW, THEREFORE, the Parties agree to amend the 2017 MOA as follows:

1. This Modification No. 2 is based on the foregoing recitals which are incorporated into and form an integral part of this Modification No. 2.
2. Capitalized terms used and not otherwise defined herein shall have the same meaning given them in the 2017 MOA.
3. This Modification No. 2 shall be effective as of the date of the last signature of an authorized representative of a Party hereto (the “**Effective Date**”).
4. **End of MetroCard Sales.** All MTA MetroCard sales at all channels will end December 31, 2025, as the MTA and any of its transportation partners who have elected to keep MTA as its fare payment

collection provider transition to OMNY (the “**Final Sale Date**”). The County fully acknowledges and understands that as of the Final Sale Date, the County will be unable to purchase MetroCards or request restocking of MetroCards at any channel. NYCTA reserves the right to issue a modification to this 2017 MOA in the event that additional decommissioning requirements are identified by NYCTA. Leading up to and following the Final Sale Date, NYCTA shall, or shall cause the MTA, to effectuate the following milestones:

- a. **By December 31, 2025:**
 - i. NYCTA will stop providing the County with any MetroCard fare media, including student MetroCards;
 - ii. NYCTA will remove all NYCTA-owned MetroCard vending machines and deactivate token booth terminals.
- b. **On December 31, 2025.** MetroCard sales will end on December 31, 2025, and shall be the final date for any County MetroCard retailers to order MetroCards.
- c. **After December 31, 2025.** Following the Final Sale Date:
 - i. The County shall be permitted to continue using fare boxes on its buses until such date as the Parties agree to commence de-installation and removal of such equipment. The County will not dispose of any AFC Equipment or MetroCard System equipment owned by NYCTA or the MTA without express written instructions from NYCTA or the MTA.
 - ii. NYCTA shall remove all physical NYCTA-owned token booth terminals from County property. Removal dates and times shall be coordinated between the Parties.
 - iii. NYCTA shall provide the County with sixty (60) calendar days’ advance written notice of the end of MetroCard acceptance by NYCTA (the “**Final Acceptance Date**”).
 - iv. The County acknowledges that the MetroCard system shall not be NYCTA’s fare collection system past the Final Acceptance Date, and therefore may only be available, subject to the terms of this Modification, on a month-to-month basis as-is. NYCTA cannot guarantee all MetroCard system features or support therefor past Final Acceptance Date for any extended period of time.
5. **Expiring Provisions.** The following NYCTA services and 2017 MOA provisions set forth below shall expire on the Final Sale Date (the “**Expiring Provisions**”) and are hereby removed from the 2017 MOA in their entirety. For the avoidance of doubt, none of the Expiring Provisions shall be in effect after the Final Sale Date and the MTA shall have no further obligations to the County regarding Expiring Provisions, which shall include: (i) those Expiring Provisions noted hereinbelow; (ii) Article II.C. (Training); and (iii) Article VIII (Miscellaneous Provisions), subsection N (Retroactive Effect of 2006 Agreement).
6. **Continuing Provisions.** The following NYCTA services and Agreement provisions shall continue to be in effect after the Final Sale Date until terminated by NYCTA (the “**Continuing Provisions**”), unless otherwise denoted. NYCTA shall provide WBL with written notice at least thirty (30) calendar days’ in advance of the expiration date of any Continuing Service (each, a “**Continuing Service Expiration Notice**”). The Continuing Service Expiration Notice shall include an end date

and any additional action items to be taken by either Party as a result of the expiration of the Continuing Service. In no event shall a Continuing Service Expiration Notice occur prior to the Final Sale Date. Continuing Services subject to a future Continuing Service Expiration Notice are denoted by the "TBD" in the Continuing Service End Date column hereinbelow. For the avoidance of doubt, the Continuing Provisions, and the Required Provisions as defined in Section 7 (Required Provisions), are the only Agreement provisions that will be in effect after December 31, 2025.

- a. The following services in Article III.A (General MetroCard System Services) shall constitute Continuing Provisions as modified as follows:

Section	Continuing Service	Continuing Service End Date	Change to the Continuing Service
1	Yes	TBD	None
2	Yes	TBD	None
3	Yes	TBD	None
4	No	12/31/2025	This subsection constitutes an Expiring Provision.
5	No	12/31/2025	This subsection constitutes an Expiring Provision.
6	Yes	TBD	None
7	Yes	TBD	None
8	Yes	TBD	None
9	Yes	TBD	None
10	No	12/31/2025	This subsection constitutes an Expiring Provision; provided, however, NYCTA can provided MetroCard related reports as a courtesy, in its sole discretion.
11	Yes	TBD	None
12	Yes	TBD	None

- b. The following services in Article III.B (MetroCard Customer Service) shall constitute Continuing Provisions:

Section	Continuing Service	Continuing Service End Date	Change to the Continuing Service
1	Yes	TBD	None
2	Yes	TBD	None
3	Yes	TBD	None
4	Yes	TBD	None

- c. The following services in Article V (NYCTA Cost Recovery) shall constitute Continuing Provisions as modified as follows:

- A. In consideration of the goods and services to be provided by NYCTA under this MOA, the County agrees to reimburse NYCTA for the following costs:

1. "Fixed Recurring Service Costs" for (i) a per-click basis for the Continuing Services described in Article III above; and (ii) post Final Acceptance Date, the costs associated with MetroCard fare collection, estimated at \$300,00.00 per month, such as the

software, back office, IT mainframe components, technical support, and administrative and personnel costs; and

2. "Variable Back-Shop Maintenance Costs" for the goods and services described in Article IV above.

NYCTA warrants that any amount it charges the County for Back-Shop Maintenance services will be in accordance with the Schedule of Rates for Outside Parties detailed in Attachment 6.

B. Fixed Recurring Service Cost:

1. NYCTA shall charge the County a fee for each usage or "click" of the MetroCard on the County's bus fareboxes to cover estimated annual fixed recurring costs. A "click" is defined as a MetroCard revenue transaction at the County bus farebox (i.e., any MetroCard transaction other than test transactions). The County's per-click fee shall be equal to the then-current per-click fee at the rate that is assessed to MTA regional bus service providers.

NYCTA reserves the right to review and update the regional per-click fee assessed to regional bus service providers. NYCTA shall provide reasonable written notification to the County of any proposed adjustment to the regional per-click fee.

2. Notwithstanding the foregoing, in the event the County does not transition to OMNY or an alternate fare payment collection method by the Final Acceptance Date, NYCTA may opt to continue to provide certain Continuing and Required Services to the County for an increase in Fixed Recurring Service Costs, to be determined by NYCTA in its sole discretion ("Ongoing MetroCard Operations Fee").

C. Payment of Variable Maintenance Costs:

NYCTA shall invoice the County for any Variable Maintenance Costs incurred in the prior month for Back-Shop Maintenance Services performed or goods delivered to the County, accompanied by such records as may be reasonably required by the County. Notwithstanding the foregoing, in the event the County does not transition to OMNY or an alternate fare payment collection method by the Final Acceptance Date, NYCTA may opt to continue to Back-Shop Maintenance Services to the County for an increase in Variable Maintenance Costs, to be determined by NYCTA in its sole discretion.

- d. The following services in Article VI (Revenue Reconciliation and Settlement) shall constitute Continuing Provisions as modified as follows:

Section	Continuing Service	Continuing Service End Date	Change to the Continuing Service
A	Yes, as modified	TBD	The regional per-click fee (as subject to increase for Ongoing MetroCard Operations Fee).
B	Yes	TBD	None
C	Yes, as modified	TBD	The County MetroCard Base Fare shall be in accordance with its

			current fare policy.
D	Yes	TBD	None
E	Yes	TBD	None
F	Yes	TBD	None
G	Yes	TBD	None
H	Yes	TBD	None

- e. The following services in Article VIII (Miscellaneous Provisions) shall constitute Continuing Provisions as modified as follows:

Section	Continuing Service	Continuing Service End Date	Change to the Continuing Service
A	Yes, as modified	TBD	The County current fare policy shall apply and not Attachment 3.
B	Yes	TBD	The County may continue to accept Student MetroCards until a TBD date. NYCTA will not provide any MetroCards, including Student MetroCards, beyond the Final Sale Date.
C	Yes, as modified	TBD	The option to purchase MVMs is no longer available. No unique branding for MetroCards shall be available after 12/31/2025.
D	No	Expiration Date	This subsection constitutes a Required Provision.
E	No	Expiration Date	This subsection constitutes a Required Provision.
F	No	Expiration Date	This subsection constitutes a Required Provision.
G	No	Expiration Date	This subsection constitutes a Required Provision.
H	Yes, as modified	TBD	The County has opted into using OMNY for its fare payment system, which is anticipated to go live in Q1 of 2026, subject to a signed OMNY Subscription Agreement.
I	No	Expiration Date	This subsection constitutes a Required Provision. Please refer to this Modification No. 2 Section 7.a.
J	No	Expiration Date	This subsection constitutes a Required Provision.
K	No	Expiration Date	This subsection constitutes a Required Provision. Please refer to this Modification No. 2 Section 7.b.
L	No	Expiration Date	This subsection constitutes a Required Provision. Please refer to this Modification No. 2 Section 7.c.
M	No	Expiration Date	This subsection constitutes a Required Provision.

N	No	12/31/2025	This subsection constitutes an Expiring Provision.
O	No	Expiration Date	This subsection constitutes a Required Provision.

7. **Required Provisions.** All Agreement provisions that are not included in the Expiring Provisions and which are required in order for the Continuing Provisions to be effectuated (the “**Required Provisions**”) shall continue to be in effect after the Final Sale Date until the Expiration Date (as defined in Subsection a below) including but not limited to: (i) those Required Provisions notated in Section 6 (Continuing Provisions) hereinabove; (ii) Article I (Introduction); (iii) Article II.A (Automated Fare Collection System); (iv) Article II.B (Software and Hardware); (v) Article IV (Back-Shop Maintenance); (vi) Article V.D (Extra Services); (vii) Article V.E (Set Off); and (viii) Article VII (Revenue Payments to the County). The following Required Provisions of Article VIII (Miscellaneous Provisions) are hereby modified as follows:

a. Article VIII (Miscellaneous Provisions), subsection I (Term and Termination) is hereby modified as follows:

I. Term and Termination

- a. Term. This MOA shall commence upon execution and shall expire sixty (60) calendar days following the final Continuing Service End Date (the “**Expiration Date**”), unless sooner terminated in accordance with this Section I (Terms and Termination).
- b. Termination for Cause. If either Party commits a material breach of this Agreement, including but not limited to, repeated defaults in the performance of any obligations under this Agreement, which repeated defaults amount to a material breach of this Agreement, and does not commence to cure such failure within ten (10) days of receipt of a notice of default from the other Party and does not diligently and continuously prosecute the work to cure the failure, which cure must be achieved no later than thirty (30) days after receipt of the notice of default, then the non-defaulting Party may, by giving notice to the other Parties of termination of this Agreement as of the date specified in the Termination Notice. The Termination Notice shall specify the cessation and wind down of specific services and obligations provided pursuant to this Agreement including but not limited to stopping of work, return of equipment, payment of funds owed, and payment for special orders.
- c. Termination for Decommissioning. At any time following the Final Sale Date and upon thirty (30) calendar days’ advance written notice to the County, NYCTA may unilaterally terminate this MOA.
- d. Termination for Convenience. Notwithstanding the foregoing in Section I.b (Termination for Cause) or Section I.c (Termination for Decommissioning), either Party may otherwise terminate this MOA for convenience for any reason or no reason at all upon thirty (30) calendar days’ prior written notice to the other Party.
- e. In the event of termination pursuant to Section I.2 (Termination for Cause), Section I.3 (Termination for Decommissioning), or Section I.4 (Termination for

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Convenience), NYCTA will not be obligated to (a) assist the County in seeking, procuring, obtaining, or maintaining a substitute fare collection system beyond any opportunity presented to participate in OMNY; or (b) delay the Final Sale Date or the Final Acceptance Date to accommodate the County's efforts to procure or obtain a substitute fare collection system. Neither the MTA nor NYCTA nor the MTA's affiliated agencies will be liable for the County's loss profits, opportunity to collect fares, or failure to deliver transportation services to the County's customers as a result of such termination. The County will fully indemnify and hold harmless the MTA, NYCTA, and all of the MTA's affiliated agencies (each a "**MTA Indemnified Party**") from and against any claims, demands, suits, settlements, damages, losses, liabilities, costs, and expenses (including, without limitation, attorneys' fees) paid or incurred by, or asserted against any MTA Indemnified Party relating to or arising out of or in connection with the County's failure to obtain a substitute fare collection system following the Final Sale Date, or the Final Acceptance Date.

f. Reconciliation and Settlement. Upon the Expiration Date or earlier termination of this Agreement, NYCTA shall have six (6) months from the Expiration Date or earlier termination date to perform final reconciliation and settlement services that may require actions by either party, which may include, but are not limited to, the issuance of payments to the County depending on the outcome of such final reconciliation and settlement services.

b. Article VIII (Miscellaneous Provisions), subsection K (Notices), is hereby modified to update the point of contact for NYCTA as follows:

Jodie Jensen, Chief Officer of MetroCard Sales
 New York City Transit Authority
 2 Broadway, B10.40
 New York, New York 10004

c. Article VIII (Miscellaneous Provisions), subsection L (Handling of Disputes), is hereby modified to update the points of contact for NYCTA as follows:

Level	NYCTA	Title
1 st	Jodie Jensen	Chief Officer of MetroCard Sales
2 nd	Mike Ellinas	Chief Operating Officer, NYCTA
3 rd	Demetrius Crichlow	President, NYCTA

d. Article VIII (Miscellaneous Provisions), is hereby modified to add a subsection P (Assignment) as follows:

P. Assignment:

Neither Party may assign this MOA without the prior express written consent of the non-assigning Party.

8. The Parties acknowledge that, as of the execution of this Modification No. 2, the County's Local and Joint Tariff of Passenger Fares that was issued on December 29, 2025 and was effective January 4, 2026 controls the County's fare structure, and shall continue to control until superseded by a subsequent tariff. Accordingly, applicable step-up charges will be applied on

value-based fares (i.e. not monthly or weekly) and such charges are billed to the County at the end of each month. However, the Parties understand, acknowledge, and agree that the differences between the fare structures used by each of the Parties in no way inhibits or hinders the performance of either party under the 2017 MOA, as modified herein, and said differences between the fare structures shall not be a valid reason or excuse by either of the Parties for its failure to perform its obligations under the 2017 MOA, as modified herein.

9. All terms and conditions of the Agreement that are not modified, waived, rescinded, or amended pursuant to this Modification No. 2 shall remain in full force and effect and are unaffected hereby. This Modification No. 2, along with the 2017 MOA, constitutes the complete agreement of the Parties concerning the subject matter hereof, and supersedes any other agreements, promises, representations, or discussions whether written or oral concerning such subject matter. For the avoidance of doubt, in the event of a conflict between the term of the 2017 MOA in Modification No. 1 and this Modification No. 2, the term as modified herein shall control. After this Modification No. 2 Effective Date, every reference in the 2017 MOA to "this Agreement" or "this MOA" shall mean the 2017 MOA as amended by this Modification No. 2 and all other previous amendments to the 2017 MOA entered into by the Parties. In the event of a conflict between the terms of this Modification No. 2 and the 2017 MOA, the terms of this Modification No. 2 shall be superior and control.
10. This Modification No. 2 may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A binding agreement among the Parties shall exist only if and at such time as the Parties have executed this Modification No. 2. This Modification No. 2 may be executed manually by wet ink or electronically. An electronic signature of any authorized representative of a Party shall have the same force and effect as if this Modification No. 2 was executed manually by wet ink. Counterparts may be delivered manually, by certified mail with return receipt requested, or by electronic transmission. Electronic transmission of any counterparts of this agreement will be deemed acceptable for the purposes of delivery so long as the recipient Party is capable of receiving said counterpart using commonly available technology and such recipient Party is able to read such counterpart using commonly available technology.

NO FURTHER TEXT. SIGNATURE PAGE TO FOLLOW.

APPROVED BOARD OF ACQUISITION CONTRACT - 04162016 - RAYMOND S. SUAK SECRETARY

IN WITNESS WHEREOF, duly authorized representatives of the Parties hereto have executed this Modification No. 2 as of the Effective Date.

New York City Transit Authority

County of Westchester

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved:

Associate County Attorney
The County of Westchester

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/16/2026 - RAYMOND SCULKY, SECRETARY