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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	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
YEAR 2025	101	14	1000	4380		\$157,120.00
YEAR 2026	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 **Federal Aid** _____

(must match resolution)

Vendor No.: _____

Other _____

Encumbrance No.: _____