



Office of the County Attorney

111743

August 26, 2025

To: The Honorable Board of Acquisition and Contract

From: John M. Nonna  
County Attorney

Re: **Resolution authorizing the County of Westchester to further amend an existing contract (Contract No. LAW 1166) with Nationwide Court Services, Inc., for the service of legal documents in all Family Court Proceedings and certain Supreme and Surrogate Court Proceedings, in order for the County to exercise its third (3<sup>rd</sup>) and final option to renew the term of the Agreement for one (1) additional year, pursuant to an approved budget.**

By resolution approved on July 15, 2021, your Honorable Board authorized the County of Westchester ("County"), to enter into an agreement - Contract No. LAW 1166 ("Agreement") with Nationwide Court Services, Inc. ("Nationwide"), for the service of legal documents in all Family Court Proceedings and certain Surrogate and Supreme Court matters, for a two-year term, commencing on August 1, 2021 and terminating on July 31, 2023, for an amount not to exceed \$336,908.00 per year (for a total aggregate contract amount not to exceed \$673,816.00), with the County having the option to extend the term of the Agreement for three (3) additional terms of one (1) year each, upon the same terms and conditions as the initial term. The Agreement was subsequently executed.

Thereafter, by resolution approved on May 25, 2023, your Honorable Board authorized the County to amend the Agreement (the "First Amendment") in order (i) for the County to exercise the first (1<sup>st</sup>) of its three (3) options to extend the term of the Agreement for one (1) additional year, from August 1, 2023 through July 31, 2024; and (ii) increase the not-to-exceed amount of the Agreement by \$336,908.00, to a new total not-to-exceed amount of \$1,010,724.00, at the rates set forth in the Agreement. The First Amendment was subsequently executed.

Thereafter, by resolution approved on July 11, 2024, your Honorable Board authorized the County to further amend the Agreement (the "Second Amendment") in order (i) for the County to exercise the second (2<sup>nd</sup>) of its three (3) options to extend the term of the Agreement for one (1) additional year, from August 1, 2024 through July 31, 2025; and (ii) increase the not-to-exceed amount of the Agreement by \$336,908.00, to a new total not-to-exceed amount of \$1,347,632.00, at the rates set forth in the Agreement. The Second Amendment was subsequently executed.

Nationwide has performed satisfactorily under this contract and the Law Department would now like to further extend the term thereof for one additional year. Accordingly, authority is now hereby requested from your Honorable Board to authorize the County to further amend the

Agreement with Nationwide (the "Third Amendment") in order (i) for the County to exercise the its third (3<sup>rd</sup>) and final option to extend the term of the Agreement for one (1) additional year, from August 1, 2025 through July 31, 2026; and (ii) increase the not-to-exceed amount of the Agreement by \$336,908.00, to a new total not-to-exceed amount, as previously amended, of \$1,684,540.00, at the rates set forth in the Agreement.

The public purpose, as well as the goal and objective of this Agreement, as amended, is to allow the Department of Law to carry out its statutory duties in connection with all Family Court proceedings and certain Surrogate and Supreme Court matters. For the period 2024-2025, the County requested service more than 3,900 times in connection with Family Court proceedings. Due to the large volume of work, this service is best handled through an outside vendor as the Law Department does not have sufficient staff to cover this work. In addition, since the volume of services required varies on a daily basis, it is more fiscally prudent for the County to contract with an outside vendor rather than creating additional in-house staff positions sufficient in number to handle peak volume periods. Process servers are, on occasion, also required to testify in court. By utilizing an outside vendor, the County avoids having to defend the actions of its own employees in court in connection with service of process. By having such a contract in place, the Law Department is able to carry out its statutory duties in the Family Court and protect the health, safety and welfare of the men, women and children who are protected by the County's actions in the Family Court.

Except as otherwise modified hereby, all other terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

Accordingly, approval of the attached resolution is most respectfully requested.

JMN/jpg  
Attachment

## RESOLUTION

Upon a communication from the County Attorney, be it hereby

**RESOLVED**, that the County of Westchester (“County”) is authorized to further amend an agreement (Contract No. LAW 1166) with Nationwide Court Services, Inc. (“Nationwide”), for the service of legal documents in all Family Court Proceedings and certain Surrogate and Supreme Court matters (the “Agreement”), in order for the County to (i) exercise its third (3<sup>rd</sup>) and final option to renew the term of the Agreement for an additional one (1) year period, commencing on August 1, 2025 and expiring on July 31, 2026, and (ii) increase the not-to-exceed amount of the agreement by \$336,908.00, to a new total not-to-exceed amount, as previously amended, of \$1,684,540.00; and be it further

**RESOLVED**, that except as otherwise specifically amended hereby, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect upon the parties; and be it further

**RESOLVED**, that this Agreement is subject to annual 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 Nationwide, then Nationwide 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	
101	18	1000	4420		\$336,908.00	2025-2026

Budget Funding Year(s) 2025-2026    Start Date: 8/1/25    End Date: 7/31/26  
(must match resolution)

Funding Source:    Tax Dollars    \$336,908.00  
                              State Aid    \_\_\_\_\_  
\$336,908.00        Federal Aid    \_\_\_\_\_  
                              Other        \_\_\_\_\_