

Kenneth W. Jenkins Westchester County Executive

Department of Social Services

Leonard G. Townes Commissioner

## 111235

DATE: June 2, 2025

TO: Board of Acquisition and Contract

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

Resolution (i) authorizing the County of Westchester to enter into an SUBJECT: agreement with AM-PM Super Movers, Inc. for the provision of emergency storage services through the rental and lease of storage units from the contractor for the Count to store its homeless customers/recipients' belongings on an as needed basis, for a term commencing on June 1, 2025 and terminating on May 31, 2027, for an amount not to exceed \$189,600, to be paid monthly oursuant to approved rates and subject to appropriation, with the County having the option, in its sole discretion, to renew the agreement for up to three (3) additional one (1) year renewal periods subject to the same terms and conditions and with the unit storage pricing being subject to an escalator of 50% of the percentage change, if any, in the Consumer Price Index (C.P.I) for the option period, and (ii) authorizing the County to enter into an agreement with the homeless customer/recipient concerning the storage of the recipient's personal belongings and furniture.

The County of Westchester (the "County"), acting by and through its Department of Social Services (the "Department"), requests authorization to enter into an agreement CONTRIBUTION OF SUPPORT OF SUPPOR storage services through the rental and lease of storage units to the County, for the County to store its homeless customers' belongings and furniture on an as needed basis, for a term commencing on June 1, 2025 and terminating on May 31, 2027, for an amount not to exceed \$189,600, to be paid monthly pursuant to approved rates and subject to appropriation, with the County having the option, in its sole discretion, to renew the agreement for up to three (3) additional one (1) year renewal periods subject to the same terms and conditions and with the unit storage pricing being subject to an escalator of 50% of the percentage change, if any, in the C.P.I. for the option period.

The County also requests authorization to enter into an agreement with the homeless customer/recipient receiving public assistance in the form of storage of the recipient's personal belongings and furniture pursuant to which the recipient agrees to, among other things, the following:

(1) release and discharge the County from all causes of action, controversies, claims, judgments and liabilities the recipient now has or may hereafter have against the County arising out of the storage of the recipient's belongings at the storage facility,

(2) abide by all rules, regulations, and requirements of the storage facility and Department,

(3) that any property losses or claims of the recipient relating to the belongings be adjusted through the storage facility's third party insurer, and not the County,

(4) remove all belongings from the storage facility within ten (10) days of the Department mailing written notice to the recipient, and

(5) that any belongings not removed within such ten (10) days shall be deemed abandoned, and the Department may remove the belongings from the storage facility and dispose of the belongings as it sees fit.

On April 16, 2025, the County, acting by and through the Department, issued a Request for Quotations that solicited quotes from owners of storage facilities to provide emergency storage services (the "RFQ"). In response to the RFQ, the Department received one (1) quote deemed accepted based on the criteria of the RFQ. Following the Department's review of the quote submitted by the Contractor, and the Contractor's performance under previous contracts with the County, the Department is satisfied that it is a responsible Contractor for the services.

The services to be provided pursuant to the proposed agreement serve the public purpose of assuring the well-being of the homeless population in Westchester County by providing necessary services when they have to move to or between shelters.

The goals and objectives are to provide safe and reliable emergency storage services for homeless customers of the Westchester County Department of Social Services. Services will be provided on an as needed basis.

The goals and objectives are in the best interests of the County in terms of public safety as the clients are assured safe and secure place to store their property by an experienced and responsible vendor.

They are also in the best interests of the County in terms of fiscal responsibility as the services are provided at pre-determined rates and on an as needed basis.

These goals and objectives will be monitored through the submission of claims and data sheets by the Contractor which will contain specifics about every move and through regular contact with personnel at the homeless facilities, as well as through feedback from customers. In addition, there will be communication with the Department's District Office staff concerning any problems or issues resulting from the many moves to be performed by the Contractor.

The procurement of the contract is exempt from the Westchester County Procurement Policy pursuant to Section 3(b) as the proposed agreement is for the rental and lease of storage units.

Accordingly, the County of Westchester is hereby requesting permission to enter into an agreement with the AM-PM Super Movers, Inc. for the above said purpose.

ror you contract of the contra An appropriate resolution is attached for your Honorable Board's approval.

#### RESOLUTION

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

**RESOLVED**, that the County of Westchester (the "County"), acting by and through its Department of Social Services (the "Department") is hereby authorized to enter into an agreement (the "Agreement", DSS3046-25) with AM-PM Super Movers, Inc. (the "Contractor") to provide emergency storage services through the rental and lease of storage units to the County for the County to store its homeless customers/recipients' belongings and furniture on an as needed basis, for a term commencing upon June 1, 2025 and terminating on May 31, 2027, for an amount not to exceed \$189,600, to be paid monthly pursuant to approved rates and subject to appropriation, with the County having the option, in its sole discretion, to renew the agreement for up to three (3) additional one (1) year renewal periods subject to the same terms and conditions and with the unit storage pricing being subject to an escalator of 50% of the percentage change, if any, in the C.P.I. for the option period; and be it further

**RESOLVED**, that the County is also authorized to enter into an agreement with the homeless customer/recipient whose personal belongings and furniture the Department is storing at the Contractor's storage facility, pursuant to which the recipient agrees to, among other things, the following:

(1) release and discharge the County from all causes of action, controversies, claims, judgments and liabilities the recipient now has or may hereafter have against the County arising out of the storage of the recipient's belongings at the storage facility,

(2) abide by all miles, regulations, and requirements of the storage facility and Department,

(3) that any property losses or claims of the recipient relating to the belongings be adjusted through the storage facility's third party insurer, and not the County,

(4) remove all belongings from the storage facility within ten (10) days of the Department mailing written notice to the recipient, and

(5) any belongings not removed within such ten (10) days shall be deemed abandoned, and the Department may remove the belongings from the storage facility and dispose of the belongings as it sees fit; and be it further

**RESOLVED,** that this Agreement is subject to County Appropriation; 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

all act **RESOLVED**, that the County Executive or his duly authorized designee is empowered to execute and deliver all instruments and take all actions necessary or

#### 1. Account to be Charged/Credited:

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			Major Program,			, pr	
			Program &	Object/	Trust		
	Fund	Dept.	Phase	Sub-	Account	Dollars	
			Or Unit	Object	St		
2025	101	22	8900	5850	t'	\$21,363.59	
2026	101	22	8900	5850	. CUL	\$36,623.29	
2027	101	22	8900	5850	0	\$15,259.70	
2025	101	22	8900	5860		\$33,936.41	
2026	101	22	8900	5860		\$58,176.71	
2027	101	22	8900	5860		\$24,240.30	

2. Budget Funding Year(s): 2025-2027 Start Date: 06/01/2025 (must match resolution)

### 3. Funding Source: 5850

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	Federal	99%	CfDA#(s)	93.558				
ĺ	State	%%	State ID#(s)	N/A				
	Operating/	1%						
	Tax Levy	S						
	Capital	N/A						

# 4. Funding Source: 5860

	Federal	0%	CFDA#(s)	N/A		
	State	29%	State ID#(s)	N/A		
ROVE	Operating/ Tax Levy	71%				
APY.	Capital	N/A				
3						

5. Total NTE: <u>\$189,600</u>

(must match resolution)

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