



Kenneth W. Jenkins
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

111835

DATE: September 9, 2025

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to exercise the County's third one-year option under its agreement with All County Bus, LLC for transportation services for homeless pre-school and school-aged children for the regular school year, summer school, and school-related extracurricular activities year-round (DSS3021-21, as amended), and thereby extend the term of the agreement to a new expiration date of August 31, 2026.

By a resolution approved on August 12, 2021, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement All County Bus, LLC ("ACB"), pursuant to which ACB was to provide transportation services for homeless pre-school and school-aged children for the regular school year, summer school, and school-related extracurricular activities year-round, (the "Services") in the amount of \$6,292,388.16 for the initial term of two (2) years, commencing on September 1, 2021, (the "Initial Term") with the County having four (4) additional one (1) year options thereafter (each an "Option Term"), with such options, if exercised, to be paid on the cost terms specified in the bid solicitation (the "Original Agreement"). The Original Agreement was subsequently executed.

By a resolution approved on September 8, 2022, your Honorable Board authorized the County to amend the Original Agreement by increasing, by \$216,201.00, its not-to-exceed amount for the first year of the Initial Term, from September 1, 2021 through August 31, 2022 (the "First Amendment"). The First Amendment was subsequently executed.

By a resolution approved on July 6, 2023, your Honorable Board authorized the County to amend the Original Agreement, as amended by the First Amendment, by increasing, by \$1,406,022.00, its not-to-exceed amount for the second year of the Initial

Term, from September 1, 2022 through August 31, 2023 (the "Second Amendment"). The Second Amendment was subsequently executed.

By a resolution approved on August 24, 2023, your Honorable Board authorized the County to exercise its first one-year option under the Original Agreement, as amended by the First Amendment and the Second Amendment, and amend the agreement by, 1.) extending its term by one (1) year, to a new termination date of August 31, 2024; 2.) increasing its not-to-exceed amount by \$4,798,462.41, which included increasing the not-to-exceed amount for the option period, above the pre-existing amount, and implementing the annual price adjustment, in order to pay for the Services during the first Option Term, with the total not-to-exceed amount consequently increasing from an amount not-to-exceed \$7,914,611.16 to a new total not-to-exceed amount of \$12,713,073.57, and with the costs being payable as specified in the Original Agreement, as amended, for the first Option Term; and 3.) reflecting the fact that the County would have three (3) remaining one (1) year options (the "Third Amendment"). The Third Amendment was subsequently executed.

By a resolution approved on June 6, 2024, your Honorable Board authorized the County to amend the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, by increasing, by \$200,000.00, its not-to-exceed amount for the first Option Term, from September 1, 2023 through August 31, 2024, and thereby increasing its total not-to-exceed amount from \$12,713,073.57 to \$12,913,073.57 (the "Fourth Amendment"). The Fourth Amendment was subsequently executed.

By a resolution approved on August 23, 2024, your Honorable Board authorized the County to exercise its second one-year option under the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, and amend the agreement by, 1.) extending its term by one (1) year, to a new termination date of August 31, 2025; 2.) increasing its not-to-exceed amount by \$4,798,462.41, in order pay for the Services during the second Option Term, with its total not-to-exceed amount consequently increasing from an amount not-to-exceed \$12,913,073.57 to a new total not-to-exceed amount of \$17,711,535.98, and with the costs being payable as specified in the Original Agreement, as amended, for the second Option Term; and 3.) reflecting the fact that the County would have two (2) remaining one (1) year options (the "Fifth Amendment"). The Fifth Amendment was subsequently executed.

The County continues to require the Services. Accordingly, the County wishes to exercise its third option under the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment (the "Agreement").

The Agreement provides for an annual price adjustment (the "Annual Price Adjustment"), which is to be fifty percent (50%) of the increase in the Consumer Price Index entitled "All Urban Consumers: Public Transportation in U.S. City Average",

known by the identifier 'CUUR0000SETG', (the "CPI") for specified comparison time periods, but not to exceed an increase of four percent (4%).

Under the terms of the Agreement, the most recent Annual Price Adjustment was to be calculated on a January 2024 to January 2025 basis. Based upon these terms for the Annual Price Adjustment, there will be a 2.4415% Annual Price Adjustment that is put into effect for the third Option Term. Accordingly, the per-round-trip rates, and various add-on costs, in the Agreement will increase by the Annual Price Adjustment, and the not-to-exceed amount for the third Option Term will also increase by the Annual Price Adjustment, in accordance with the terms of the Agreement.

The Department of Social Services ("DSS") reviewed and analyzed the rates to be paid during the third Option Term, as described above, in order to ensure that they are reasonable.

As part of the analysis of the costs for the third Option Term, DSS considered the CPI. The CPI is 4.883% higher at the 2025 measuring point than it was at the 2024 measuring point, but it also stayed elevated over time. During the second Option Term, between September 1, 2024 and July 1, 2025 (which is the latest available data), the CPI has been up (as compared against September 1, 2024) for nine of those ten months, and by as much as 5.37%, while it has been down for only one month, and by only 0.194%

Therefore, given how much the CPI has generally been up during the term of the second Option Term, as compared against September 1, 2024, the costs for the third Option Term increasing by only 2.4415% appears to DSS to be reasonable.

Accordingly, the County respectfully requests authority from your Honorable Board to exercise its third one-year option under the Agreement and amend the Agreement by, 1.) extending its term by one (1) year, to a new termination date of August 31, 2026; 2.) increasing its not-to-exceed amount by \$4,915,616.87, in order pay for the Services during the third Option Term, with its total not-to-exceed amount consequently increasing from an amount not-to-exceed \$17,711,535.98 to a new total not-to-exceed amount of \$22,627,152.85, and with the costs being payable as specified in the Agreement for the third Option Term; and 3.) reflecting the fact that the County will have one (1) remaining one (1) year option (the "Sixth Amendment").

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

The proposed Sixth Amendment will serve a public purpose by ensuring that the children to be served will continue to be provided with the transportation services that they need, for another year.

The goal and objective of the proposed Sixth Amendment is to ensure that the children to be served will continue to be provided with the transportation services that

they need, for another year.

The goal and objective of the proposed Sixth Amendment is in the best interests of the County in terms of health and safety, as ensuring that the children to be served will continue to be provided with the transportation services that they need will ultimately ensure the health and safety of such children.

The goal and objective of the proposed Sixth Amendment will be tracked and monitored by the staff of DSS.

I respectfully recommend the adoption of the attached resolution.

LGT/JE/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/11/2025 - RAYMOND SCUKY, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is hereby authorized to exercise its third one-year option under its agreement with All County Bus, LLC ("ACB"), pursuant to which ACB was to provide transportation services for homeless pre-school and school-aged children for the regular school year, summer school, and school-related extracurricular activities year-round, (the "Services") for a total amount not-to-exceed \$17,711,535.98 for the initial term of two (2) years and the first two (2) of the available one (1) year option terms, commencing on September 1, 2021 and continuing through August 31, 2025, with the County having two (2) additional one (1) year options thereafter (each an "Option Term"), with such options, if exercised, to be paid on the cost terms specified in the bid solicitation for the Services, (the "Agreement") and amend the Agreement by, 1.) extending its term by one (1) year, to a new termination date of August 31, 2026; 2.) increasing its not-to-exceed amount by \$4,915,616.87, in order to pay for the Services during the third Option Term, with its total not-to-exceed amount consequently increasing from an amount not-to-exceed \$17,711,535.98 to a new total not-to-exceed amount of \$22,627,152.85, and with the costs being payable as specified in the Agreement for the third Option Term; and 3.) reflecting the fact that the County will have one (1) remaining one (1) year option; 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 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.

Original Agreement: \$ 6,292,388.16
 1st Amendment: \$ 216,201.00
 2nd Amendment: \$ 1,406,022.00
 3rd Amendment: \$ 4,798,462.41 (1st Option)
 4th Amendment: \$ 200,000.00
 5th Amendment: \$ 4,798,462.41 (2nd Option)
This Amendment: \$ 4,915,616.87 (3rd Option)
 Total: \$22,627,152.85

Account to be Charged/Credited:

Year	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2025	101	22	8900	5630		\$1,638,538.96
2026	101	22	8900	5630		\$3,277,077.91

Budget Funding Year(s): 2025-2026
 Start Date: 9/01/2025 End Date: 8/31/2026
 (must match resolution)

Funding Source:

Federal	96%	CFDA#(s)	84.196		
State	0	State ID#(s)			
Operating/Tax Levy	4%				
Capital					

Total NTE: \$4,915,616.87
 (must match resolution)