



# **Highline Public Schools Board Action Report**

*"A Path to Success for Every Student"*

DATE: December 09, 2022

FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Scott Logan, Chief Operations Officer

Devin Denney, Director of Transportation

For Introduction: January 4, 2023

For Action: January 4, 2023

**I. TITLE:** Motion to Approve Contract with Puget Sound Dispatch, and Purchase Order for the 2022-23 SY.

Select one:  New Item  Renewed Item  Annual Item  Revised Item

## **II. WHY BOARD ACTION IS NECESSARY?**

Board action is necessary due to the cost of the annual contract exceeding \$250,000. We are requesting the approval of an annual contract with Puget Sound Dispatch in the amount of \$1,000,000.

## **III. BACKGROUND INFORMATION**

Puget Sound Dispatch is a student transportation provider used by Highline and neighboring school districts to provide transportation service in circumstances when a school bus is not available or practical.

Approval of this item will ensure uninterrupted transportation service for students experiencing homelessness while attending Highline and shared-district schools as required by the McKinney-Vento Act. Arrival at school is the first step providing equitable services for our students.

Due to staff error, a timely board action request for this annual purchase order renewal did not occur. We ask for introduction and action on January 4, as the vendor may discontinue service until invoices are paid.

## **IV. RECOMMENDED MOTION**

I move that the board approve the annual contract with Puget Sound Dispatch, and the Purchase Order for \$1,000,000 for the 2022-23 SY.

## **V. FISCAL IMPACT/REVENUE SOURCE**

The fiscal impact is \$1,000,000 allocated from the Transportation general fund.

## **VI. APPLICABLE POLICY(S)**

This action is in compliance with Policy 6225, McKinney-Vento Homeless Assistance Act.

## **VII. ALTERNATIVES**

The alternative is to not approve this annual contract and purchase order for the 2022-23 SY. This is not recommended as transportation services for students experiencing homelessness is required by the McKinney-

Vento Homeless Assistance Act. A disruption in services would cause an even more inequitable situation for students with serious transportation needs.

**VIII. COMMUNITY ENGAGEMENT**

Community Engagement Required:  Yes  No  
N/A

**IX. ATTACHMENTS**

Contract for Transportation Services (for approval)  
Unauthorized Contractor Form (for review)

## CONTRACT FOR TRANSPORTATION SERVICES

This contract, entered into this 2<sup>nd</sup> day of June, 2022, by and between Highline Public Schools (hereinafter referred to as the DISTRICT), and **Puget Sound Dispatch, LLC.** ( hereinafter referred to as the service provider), witnesseth that:

WHEREAS, the DISTRICT has determined that it is necessary to retain the services of **Puget Sound Dispatch, LLC.**

WHEREAS, the service provider is duly qualified to perform these services; **NOW THEREFORE**, the parties hereto agree as follows:

1. The service provider shall perform the following tasks: **To provide, through its dispatch network of owner-operated vehicles participating in its dispatch network, transportation services to McKinney Vento students for the 2022-2023 school year. September 1, 2022 – August 31, 2023.**
2. Consideration and conditions of Payment:
  - a. In consideration for services provided under the terms of this contract, the DISTRICT shall pay the service provider an amount not to exceed One million dollars. (\$1,000,000.00). This amount is based upon estimated services needed for transportation for the 2022-2023 school year.
  - b. Payments shall be made up on presentation of an invoice in a format prescribed by the DISTRICT within 35 days of date of service.
  - c. The total obligation of the DISTRICT under this contract shall not exceed One million dollars (\$1,000,000.00).
3. The contract shall become effective on **September 1, 2022** and shall remain in effect until **August 31, 2023**. Provided, that this contract may be canceled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.
4. The service provider shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of the DISTRICT.
5. No changes may be made in the terms or conditions of this contract, except by the mutual written consent of the parties hereto.
6. All services provided under this contract shall be performed to the satisfaction of the Superintendent or her designee, and no payment shall be made for any portion of this project not performed in a satisfactory manner. In the event that this contract is canceled prior to the termination date specified in clause 3, the service provider shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
7. No payment or reimbursement shall be made under this contract for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.
8. The service provider herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
9. Payment for services under this contract shall be reported to the Internal Revenue Service, as required.
10. Any services performed prior to the approval of a consultant agreement may be subject to non-payment.
11. Insurance: The Provider, at its own cost, shall maintain public liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate; ~~Products-Completed Operations Aggregate of \$2,000,000; Auto (held individually by each vehicle owner in the dispatch network and not by Provider directly, with Provider named as additional insured) in the minimum amount of \$1,000,000/100,000 per individual, \$300,000 per accident for owned, non-owned and hired vehicles; and Excess/Umbrella in the minimum amount \$4,000,000 (Umbrella deductible/retention not to exceed \$5,000);~~ Employers Liability (Washington Stop-Gap) in the minimum of \$1,000,000 per occurrence. **\*\*Prior to the commencement of this Contract, Provider will furnish Highline School District with evidence of such insurance protection in the form of a certificate of insurance reflecting Highline School District as an additional insured with the following attached forms; additional insured form, waiver of subrogation; and primary and non-contributory form. Provider's insurance shall be primary to and non-contributory with any insurance maintained by Highline School District.**
12. Indemnification: The Provider agrees that to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend

**CONTRACT FOR TRANSPORTATION SERVICES**

any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

- 13. Child Safety: Provider agrees that all staff assigned to provide transportation to District students under this contract have undergone a criminal history background check per RCW 28A.400.303 and RCW 43.43.834-838. Provider agrees to obtain for that staff person a Washington State Patrol (WSP) criminal history background check that will include the federal bureau of investigation fingerprint check using a complete Washington state criminal identification. The background check must be paid for by the Provider It is the responsibility of Provider to make sure that all necessary background checks have been conducted before providing transportation to a District student. Proof of background check clearance for all Provider staff shall be made available to the District upon request.

Puget Sound Dispatch, LLC

<u>Amin A Shifow</u> Service Provider Signature	<u>12-9-22</u> Date	<u>[Signature]</u> Administrator Signature	<u>12/9/2022</u> Date
<u>Amin SHIFOW</u> Service Provider (Please Print)		<u>TRANSPORTATION</u> Program	<u>990B 5282 5711</u> Account Code
<u>Address: 2901 S 128<sup>th</sup> St</u> <u>Tukwila WA 98168</u>		Consultant Fax Number or E-mail: _____	

# Highline Public Schools

## Unauthorized Independent Contractor/Personal Service Contracts

**\*This Form Can Not be used for Federal Funded Purchases\***

(Please attach completed form to your requisition)

TODAY'S DATE: December 9, 2022

CONTRACT ORIGINATOR: Clinton Cantu

SCHOOL/DEPARTMENT: Transportation

The District's contract procedures require that an Independent/Personal Services contract be completed with appropriate signatures and that a Requisition be created and approved by all appropriate budget approvers and necessary departments prior to the commencement of any work or services. The failure of incomplete procedures may result in unpaid contracts and department/school Administrators may be held personally responsible.

The following Independent Contract/Personal Service lacked compliance with the District's contracting procedures. Please complete the following:

CONTRACTOR NAME: Puget Sound Dispatch

REQ NO: TBD

CONTRACT DESCRIPTION: Puget Sound Dispatch is an established transportation company that we use to accommodate our McKinney-Vento Qualified Families transportation needs.

DATE OF CONTRACTED SERVICE: 09/01/2022

DATE OF APPROVED SERVICE: 01/04/2023 - Pending Board Approval

CONTRACTED AMOUNT: \$1,000,000.00

Please provide an explanation why the contracted services procedures were not followed?

Documents were requested from Puget Sound Dispatch over the summer. They were not completed, signed, or returned fully until 12/09/22.

What has been put in place to insure these procedures are followed in the future?

The representatives from Puget Sound Dispatch have been made aware of our timeline and that in the event that we do not have all documents, including Purchase Order in place before the start of the school year, that their services will not be utilized.

Please attach supporting documents if the work required compliance with Governors Proclamation 21-14.1. This documentation must be in compliance prior to the work starting. Please refer to Policy 6210 regarding the responsibility of work that is unable to be approved for district payment.

**\*By signing, I confirm the work provided on this form and any supporting documents are in compliance with Governors Proclamation 21-14.1**

PRINT NAME

SIGNATURE: 

\*SUPERVISING ADMIN.

Budget # 990B 5282 5711

PRINT NAME

SIGNATURE: 

\*BUDGET APPROVER

PRINT NAME

SIGNATURE: \_\_\_\_\_

*A. Scott Lopez*

\*CABINET SIGNATURE