



Highline Public Schools Board Action Report

DATE: August 328, 2023

FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Devin Denney, Director of Transportation; Scott Logan, Chief Operations Officer

For Introduction: 08/16/2023 For Action: 08/30/2023

I. TITLE Motion to Approve Annual Contracts for McKinney-Vento Qualified Student Transportation

Select one: [] New Item [] Renewed Item [x] Annual Item [] Revised Item

II. WHY BOARD ACTION IS NECESSARY

Per Board Policy 6225, the board must approve contracts and purchases that exceed \$250,000.

III. BACKGROUND INFORMATION

The McKinney-Vento Act is a federal law that ensures immediate enrollment and educational stability for homeless and foster youth. This includes providing transportation to and from school for qualified students, at no cost.

Everdriven LLC, and HopSkipDrive, and Puget Sound Dispatch are established vendors with the Transportation Department, that the District has consistently utilized for McKinney-Vento qualified student transportation.

District staff recommend the approval of all three- two service providers annual contracts for the 2023-24 school year. All three These contracts will be provided to the board after introduction and prior to the August 30, 2023, school board meeting.

IV. RECOMMENDED MOTION

I move that the Highline School Board approve the 2023-24 school year contract(s) with Everdriven, LLC for \$1,300,000.00, and Hop Skip Drive for \$1,000,700,000, and Puget Sound Dispatch for \$700,000.00 for a total of \$3,000,000 in McKinney Vento qualified student transportation, with minor modifications or adjustments as approved by the Superintendent.

V. FISCAL IMPACT/REVENUE SOURCE

The fiscal impact to this action will be a total of \$3,000,000. This includes the Everdriven LLC contract for \$1,300,000; and HopSkipDrive contract for \$1,000,700,000; and Puget Sound Dispatch contract for \$700,000.00.

The revenue source for this motion is the Transportation General Fund.

Expenditure: [x] One-time [] Annual

VI. APPLICABLE POLICY(S)

This action is in compliance with the following: Board Policy 6225 and Board Policy 8101P

VII. ALTERNATIVES

The alternative to using these three established vendors would be to attempt to supplement with District drivers and partner with other school districts. However, with a shortage of bus drivers across districts, this is not recommended. Further, sourcing additional outside service providers may be an alternative, but could result in

delays in service for McKinney Vento qualified students.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: Yes No

IX. ATTACHMENTS

1. Everdriven LLC Contract (provided prior to 08/30/2023)

2. HopSkipDrive Contract (provided prior to 08/30/2023)

~~3. Puget Sound Dispatch Contract (provided prior to 08/30/2023)~~

CONTRACT FOR TRANSPORTATION SERVICES

This contract, entered into this **24th day of August, 2023**, by and between Highline Public Schools (hereinafter referred to as the DISTRICT), and **EverDriven Technologies, LLC.** (hereinafter referred to as the service provider), witnesseth that:

WHEREAS, the DISTRICT has determined that it is necessary to retain the services of **EverDriven Technologies, 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 transportation services to McKinney Vento students for the 2023-2024 school year. September 1, 2023 – August 31, 2024.**
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 three hundred thousand dollars (\$1,300,000.00). This amount is based upon estimated services needed for transportation for the 2023-2024 school year.
 - b. Payments shall be made up on presentation of an invoice in a format prescribed by the DISTRICT within 30 days of date of service. Any payment not received by Contractor within thirty (30) days of service provider submitting invoice to DISTRICT shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by service provider. All payments due and owing under this Agreement shall be made through automated clearing house (“ACH”) transfers.
 - c. The total obligation of the DISTRICT under this contract shall not exceed one million three hundred thousand dollars (\$1,300,000.00).
3. The contact shall become effective on **September 1, 2023** and shall remain in effect until **August 31, 2024**. 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 in accordance with the contract, 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 full payment for 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 full execution 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; Auto in the minimum amount \$1,000,000 per accident for non-owned and hired vehicles; Excess/Umbrella in the minimum amount \$4,000,000 ; 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,


CONTRACT FOR TRANSPORTATION SERVICES

attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, arising out of or resulting from any and all negligent acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend any and all claims, lawsuits, or proceedings as a result of the negligent provision of services 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.

EverDriven Technologies, LLC,

	8/28/2023		
Service Provider Signature	Date	Administrator Signature	Date

Megan Carey, Chief Development Officer		990B 5282 5711	
Service Provider (Please Print)	Administrator (Please Print)	Account Code	

Address: 5680 Greenwood Plaza Blvd., Suite 550S
Greenwood Village, CO 80111

Consultant Fax Number or E-mail: contracts@everdriven.com

CONTRACT FOR TRANSPORTATION SERVICES

FEES FOR SERVICE

The Contractor will charge the District a **\$77.25 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.58 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$77.25
Per Mile Fee (after the first 12 miles)	\$2.58
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$40.00
Car Seat/Safety Vest Fee (per student)	\$5.15
Wait Time Fee (per hour, billed in 15 min. increments)	\$51.50
Monitor Fee (per hour, 2-hour minimum)	\$32.00
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.
- **Ferry/Toll Fee:** Fee only incurred when the District requests that the Contractor provide

CONTRACT FOR TRANSPORTATION SERVICES

a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed accordingly.

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

3. **Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

4. **When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

- a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
- b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.

CONTRACT FOR TRANSPORTATION SERVICES

- c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed.

When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

CONTRACT FOR TRANSPORTATION SERVICES

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

Proration of Trip Fees – EverDriven’s Three Step Process

1. Stand Alone District Trips:

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

2. Multi-District Trips

All of the students from the participating districts are combined into the most cost-effective trips, yielding new “Multi-District trips” and subsequent trip costs.

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

CONTRACT FOR TRANSPORTATION SERVICES

ATTACHMENT 4 – The District requires the following from all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District, subcontracted drivers shall:

- Pass criminal history record checks, administered by third-party vendor, at both the county and national levels, confirming 7 years of recent history free of convicted felony offenses.
- Pass an official Department of Justice Sexual Offender Registry Check.
- Utilize identification badges during trip service.
- Obtain and maintain appropriate licensure for the state of operation and class of vehicle used for transportation efforts.

Consortium Consent Requirements are as follows:

- Contractor requires each subcontracted driver to enroll in a drug and alcohol consortium prior to servicing trips on behalf of Contractor.
- Contractor requires proof of entry into that consortium, with a consortium consent form, where the consortium and subcontracted driver both agree to provide Contractor with testing results and information for that subcontracted driver prior to servicing trips on behalf of Contractor.
- Contractor requires subcontracted drivers to provide proof of a negative pre-service drug and alcohol screening prior to servicing trips for Contractor, and will request proof of a post-accident/incident/reasonable suspicion drug and alcohol screening. The consortium will provide positive results from a random drug screening for subcontracted drivers, at which point Contractor will remove the subcontracted driver from servicing Contractor trips.

CONTRACT FOR TRANSPORTATION SERVICES

ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District: Subcontracted drivers shall complete a CTAA-Certified Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication, Stress Management, and De-Escalation skills.
- Compliance with the Americans with Disabilities Act (ADA).
- Familiarity with Service Animals.
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders.
- Education pertaining to Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis).
- Securing Wheelchairs and acquaintance with common adaptive equipment, if the subcontracted driver services trips for EverDriven in a wheelchair accessible vehicle.
- Emergency and Evacuation Procedures.
- Driver/Passenger Sexual Improprieties.

CONTRACT FOR TRANSPORTATION SERVICES

ATTACHMENT 6 – The District requires the following from all Vehicle(s) providing service through the Contractor.

As required by the District, prior to beginning services transporting students for the District:

- Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request. Contractor performs an annual 50+ point inspection of subcontractor vehicles to ensure the vehicle is SafeRide Certified.
- Vehicles operated by subcontracted drivers will be inspected annually by a certified 3rd party mechanic.
- Vehicles operated by subcontracted drivers will remain clean at all times during service.
- Vehicles operated by subcontracted drivers shall be marked with an EverDriven Window Decal
- Subcontractor vehicles must be appropriately registered in the state of operation and maintain active Personal Automobile Liability Insurance.

CONTRACT FOR TRANSPORTATION SERVICES

HOPSKIPDRIVE, INC.

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of November 6th, 2019 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and HIGHLINE SCHOOL DISTRICT (the “*Organization*”).

1. **Relationship.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers (“*Drivers*”) for certain riders who attend the Organization. The Organization will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein. Amounts required to be paid to Contractor under this Agreement may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of Organization (except that Organization will not be responsible for any taxes on Contractor's income).

3. **Term and Termination.** This term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the “*Initial Term*”). Unless Organization notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Initial Term, this Agreement shall renew for successive twelve (12) month terms (each a “*Renewal Term*”) in accordance with the terms of this Agreement; provided that the pricing for each Renewal Term shall be determined prior to each Renewal Term by the parties, who shall use their best efforts to agree in writing upon such revised pricing to account for an annual cost of living increase for each Renewal Term as determined by the Bureau of Labor Statistics for the Burien area, in addition to an additional percentage increase as shall be agreed upon in writing by the parties.]

4. **Independent Contractor.** Contractor’s relationship with the Organization will be that of an independent contractor.

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

(b) **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of

itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.

(c) **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Supervision of Contractor Services.** All of the Services to be performed by Contractor will be as agreed to between Contractor and the Organization in writing.

6. **Relationship between the Organization and its Families.**

(a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "***Family***" and collectively, the "***Families***") regarding any issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals immediately, in the following order: (i) Highline School District, 206-631-7502, and (ii) Devin Denney, 206-631-7502 immediately prior to contacting the Families.

(b) Organization represents, warrants and agrees that it shall receive written evidence of each Family's agreement to Contractor's Terms of Use (<https://www.hopskipdrive.com/terms-of-use/>) and Privacy Policy (<https://www.hopskipdrive.com/privacy/>) prior to the commencement of the Services. Organization acknowledges that it is an "Arranger" under the Terms of Use. In the event of a conflict between Contractor's Terms of Use and this Agreement, this Agreement shall control.

(c) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

(d) Organization acknowledges and agrees that Contractor may, at Contractor's sole discretion, assess damage fees to Organization for damage to a Driver's vehicle caused by a rider, and Organization agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. Damages include any actual physical damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage.

7. **Authority of Organization to Arrange Transportation.** Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.

8. **License.** Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Software or related materials provided to Organization. Contractor will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

9. **Marketing.** Subject to applicable laws regarding privacy of rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by Organization, the number of riders transported, and the number of rides conducted. True and verifiable results do not include personal information about riders or families. Contractor shall receive the Organization's consent prior to Contractor's use of Organization's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the Organization's name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor's Services. Contractor shall use the Organization's logos in accordance with the Organization's Brand Guidelines.

10. **Liability; Indemnity; Insurance.**

(a) CONTRACTOR'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. CONTRACTOR WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER CONTRACTOR SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.

(b) Contractor shall indemnify, defend and hold the Organization harmless from any third party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization. Organization shall indemnify, defend and hold Contractor harmless from any third party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

(c) Contractor shall maintain minimum required insurance coverage as set forth on Exhibit C. Contractor agrees to furnish Organization with a Certificate of Insurance evidencing such insurance coverage and shall deliver to Organization, within five (5) days of the mutual execution of this Agreement, an endorsement reflecting Organization as an additional insured as to Contractor's policies set forth on Exhibit C.

11. **Conflicts with this Agreement.** Except as set forth in Section 6(b), above, Contractor represents and warrants that neither Contractor nor any of Contractor's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Organization represents and warrants that neither Organization nor any of Organization's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

12. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below, or as subsequently modified by written notice.

To Contractor:

HopSkipDrive, Inc.
1933 S. Broadway, Suite 1144
Los Angeles, CA 90007
Attn: Legal Department
Email: legal@hopskipdrive.com

To Organization:

Highline School District
17910 8th Ave., S., Bldg J
Burien, WA 98148

Attn: Devin Denney, Transportation Director

Email: devin.denney@highlineschools.org

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(g) **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause.

(h) **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

(i) **Publicity.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization.

(j) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement on the respective dates set forth below.

HOPSKIPDRIVE, INC.

DocuSigned by:
Joanna McFarland
By: 285B0FC513A6432...
Joanna McFarland, CEO

Address: 1933 S. Broadway, Suite 1144
Los Angeles, CA 90007

Date: 11/6/2019

HIGHLINE SCHOOL DISTRICT

By: 
Devin Denny, Director of Transportation

Address: 17910 8th Ave S Bldg J Burien, WA 98148

Date: 11/6/2019

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this agreement.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by the ride organizer within the one (1) hour time period.

Organization is encouraged to ensure that riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the Driver will attempt to contact the Ride Arranger and the rider. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the “*Fee*”) in addition to any damage fees imposed at the sole discretion of Contractor pursuant to Section 6(d) of the Agreement:

- Twenty Two Dollars (\$22) Base Fee and Two Dollars and Fifty Cents (\$2.50) Dollars per Mile

Contractor shall provide Organization with an invoice via email to Devin Denney at devin.denney@highlineschools.org, in a format consistent with the following Sample Invoice and Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor’s failure to declare any late payment a breach shall not constitute a waiver of Contractor’s rights hereunder to declare any subsequent late payment a breach.

HOPSKIPDRIVE, INC.

AMENDMENT TO TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (this "**Amendment**") is entered into as of October 24, 2022 (the "**Effective Date**") by and between **HOPSKIPDRIVE, INC.**, a Delaware corporation (the "**Contractor**"), and **HIGHLINE SCHOOL DISTRICT** ("**Organization**") (collectively "**The Parties**").

WHEREAS, the Contractor and Organization are parties to that certain Transportation Coordination License and Services Services Agreement dated November 6, 2019, as amended from time to time (collectively "**The Agreement**"); and

WHEREAS, the Contractor and Organization desire to amend the Agreement pursuant to this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Organization hereby amend the Agreement as follows:

1. Exhibit C is deleted in its entirety and replaced with the following:

EXHIBIT C

CONTRACTOR'S MINIMUM INSURANCE

Contractor Minimum Insurance (through a combination of primary and excess coverage):

Automobile Liability: \$5,000,000 combined single limit/

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$2,000,000 [*per claim*] limit/\$3,000,000 aggregate

Employer's Liability: \$2,000,000

All other terms set forth in the Agreement shall remain in full force and effect. Additionally, to the extent any previous amendments to the Agreement set forth different insurance requirements with respect to the Services (as defined in the Agreement), said requirements are replaced with Contractor's Minimum Insurance.

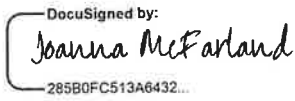
2. **No Further Amendment.** This Amendment constitutes the entire amendment to the Agreement s and, except as amended hereby, the Agreement remains unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]


The parties have executed this Amendment on the respective dates set forth below.

HopSkipDrive, Inc.

Highline School District

By: 
285B0FC513A6432...

(Signature)

By: 
5F37E246122B464...

(Signature)

Name: Joanna McFarland

(Printed Name)

Name: Devin Denney

(Printed Name)

Title: CEO

Title: Director of Transportation

Address: 360 East 2nd Street, Suite 325,
Los Angeles, CA 90012

Address: 15675 Ambaum Blvd SW
Burien, WA 98166
United States

Date: 10/31/2022

Date: 10/31/2022

RENEWAL OF TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS RENEWAL OF TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (this “**Renewal**”) is entered into with effect from August 1, 2023 (the “**Effective Date**”) by and between **HOPSKIPDRIVE, INC.**, a Delaware corporation (“**HopSkipDrive**”), and **HIGHLINE SCHOOL DISTRICT** (the “**Organization**”).

WHEREAS, HopSkipDrive and Organization are parties to that certain Transportation Coordination License and Services Agreement dated November 6, 2019, as amended and renewed from time to time (the “**Agreement**”); and

WHEREAS, HopSkipDrive and Organization desire to renew the Agreement pursuant to this Renewal from the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HopSkipDrive and Organization hereby renew the Agreement as follows:

1. **Term Extension**: The term of the Agreement shall automatically renew in accordance with its terms.
2. **Pricing**. The fees for services shall be amended as follows:

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor as outlined herein:

ITEM	DESCRIPTION	PRICING
Rider-Centric Pricing (see below for definitions) - Per one-way trip	The greater of the following for each ride: i. Minimum Charge: \$52.00 Minimum Charge per vehicle per ride; or ii. The sum of the following Base Charge plus Mileage Charge, minus the Full Car Discount (if applicable) at a rate of 30%: a. Base Charge: \$32.00 Base Fare per Rider x number of Riders in the vehicle; and b. Mileage Charge: Total Mileage multiplied by \$2.50 Price per Mile.	See Description
PCD+	For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary CareDriver for a	\$10.00 per ride

	Ride Series. A Ride Series is created when a Rider requires a ride on a regular schedule, from the same pick-up location to the same drop-off location at the same time.	
Regulatory Fees	Not Applicable	
Cancellation/no show fee	Riders removed from a ride more than two (2) hours before the scheduled pickup time shall result in no charge to Organization (and will not be included in any Full Car Discount calculations). Riders removed from a ride within two (2) hours of the scheduled pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge as though that Rider was included in the ride (including for the purposes of any Full Car Discount calculations). This charge is applicable to rides in which the Rider is a 'no show' as well as Riders whose booking is canceled by the Organization within the two (2) hour time period. To ensure that Contractor is notified in the case of any Organization closures or delays, C2lient is asked to add Contractor to its emergency contact lists using the following number for automated calls and/or SMS closure notifications: (213) 699-3380.	
Fuel Surcharge	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: https://www.eia.gov/	
Price Adjustments	The pricing for each renewal term (if any) shall be determined prior to each renewal term by the Parties, who shall use their best efforts to agree in writing upon such revised pricing.	
Surcharges/Taxes	Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Organization (except that the Organization will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.	
Damage Fees	Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a driver's vehicle caused by a Rider, and Organization agrees to pay such damage fees. Damages include any actual physical damage or professional cleaning required as a result of a Rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.	
Wait Time Fees	Organization is encouraged to ensure that Riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a driver cannot readily locate a Rider, the driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the driver will attempt to contact the Organization and caregivers. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.	

Payment Terms	<p>Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice according to the instructions contained in the invoice. Contractor may, but shall not be required to, accept payments for services which do not conform to the instructions contained on its invoices. In the event Contractor does not receive or accept payment based on Organization’s failure to follow the payment instructions contained on Contractor’s invoices, Organization shall remain liable for all monies owed pursuant to this agreement.</p> <p>Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the “Invoice Notification Contact”) within thirty (30) days of the end of each month during which Services were provided. Organization shall notify Contractor in writing of any change to the Invoice Notification Contact, and allow Contractor at least five (5) business days to confirm in writing that the requested change has been made. Such changes shall not be considered amendments for purposes of this Agreement.</p>
Late Payment	<p>Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of the agreement and Contractor shall be entitled to terminate the agreement, cease the services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor’s failure to declare any late payment a breach shall not constitute a waiver of Contractor’s rights hereunder to declare any subsequent late payment a breach.</p>

“**Base Fare**” means the base fare per rider in the vehicle for each ride.

“**Full Car Discount**” means the discount to the Base Charge plus Mileage Charge if three (3) or more riders travel in the vehicle.

“**Mileage**” means the number of road miles estimated to be travelled by a vehicle (as determined by HopSkipDrive’s in-app GPS system) between the rider’s pick-up location and the rider’s drop-off location, which will be provided to the Organization when a rider is added to the Platform and may be updated from time to time. If the rider is traveling to an interim stop, Mileage shall mean the total number of miles traveled on the predicted route.

“**Minimum Charge**” means the minimum charge the Organization must pay for a single ride.

“**Price per Mile**” means the amount payable per mile, which will be multiplied by the total Mileage for all riders in the vehicle.


“**Total Mileage**” means the sum of the Mileage for each rider in the vehicle. For example, if the Mileage for rider A is 15 miles, rider B is 10 miles, and rider C is 5 miles, the Total Mileage would be 30 miles.

This Renewal constitutes the entire amendment to the Agreement agreed to by the parties and, except as amended hereby, the Agreement remains unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Renewal on the respective dates set forth below.

HopSkipDrive, Inc.

By: 
550D3A59975849C...

(Signature)

Name: Harsit Patel


(Printed Name)

Title: President

Address: P.O. Box 64256, Los Angeles, CA 90064

Date: 8/29/2023

Highline School District

By: 
5F37E246122B464...

(Signature)

Name: Devin Denney

(Printed Name)

Title: Transportation Director

Address: 15675 Ambaum Blvd SW, Burien, WA 98166,
USA

Date: 8/29/2023
