

**EVERETT PUBLIC SCHOOLS NO. 2**  
**DURHAM SCHOOL SERVICES, L.P.**  
Transportation Agreement

**AMENDMENT NUMBER TWO**

EVERETT PUBLIC SCHOOLS, hereinafter referred to as "District", and DURHAM SCHOOL SERVICES, L.P., hereinafter referred to as "Contractor", mutually agree to amend the existing Transportation Agreement, dated August 23, 2016, hereinafter referred to as the "Agreement", as stated below:

1. Exhibit A, Rate Schedule shall be revised to increase the 2019-20 school year rates by 11.0% as stated below:

A. HOME TO SCHOOL TRANSPORTATION:

BUS CAPACITY	Price Per Bus Per Day (3hr. Minimum)	Approximate Number of Routes	Bus Days Per Year	Base Annual Cost
18 - 30	\$253.09	42	180	\$1,913,360.40
42 - 47 w/c	\$312.67	7	180	\$393,964.20
71 - 72	\$312.67	27	180	\$1,519,576.20
78 - 90	\$349.90	35	180	\$2,204,370.00

Total Estimated Annual Home-to-School Base Cost Per Year: \$6,031,270.80

B. PRICE PER HOUR IN EXCESS OF BASE HOURS:

BUS CAPACITY	Price Per Hour (Over 3 Hours Up To 8)	Price Per Hour (Over 8 Hours)
18 - 30	\$38.20	\$50.51
42 - 47 w/c	\$38.20	\$50.51
71 - 72	\$38.20	\$50.51
78 - 90	\$41.18	\$53.46

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C. ATHLETIC/EXTRA-CURRICULAR TRANSPORTATION SERVICE:  
Minimum call-out charge 2 hours

BUS CAPACITY	Price Per Hour (0 – 8 Hours)	Price Per Hour (Over 8 Hours)
18 - 30	\$59.75	\$72.69
42 - 47 w/c	\$65.71	\$78.68
71 - 72	\$71.68	\$84.65
78 - 90	\$75.69	\$88.59

D. VEHICLE MAINTENANCE

Contractor shall maintain 33 vans and 23 District-owned and operated buses (maximum capacity of 30). The Contractor shall provide maintenance on these vehicles based on the actual cost of parts to the Contractor plus an hourly service rate as set forth below. The parties agree that the numbers of vehicles required to be maintained may vary during the life of the Agreement.

Hourly Service Rate: \$65.23

2. That parties agree that for the adjustments to Exhibit A, Rate Schedule set forth in paragraph 1.A.-D. of this Addendum shall remain effective from August 1, 2019, through July 31, 2020.
3. The parties agree that the following terms, which make certain amendments to the parties' original Agreement, dated August 23, 2016, supplements the previous terms between the parties:

E. SECTION 15 EQUIPMENT:

Part f. The parties agree to add the following two sentences and the attendant obligations to the third paragraph of Part f. as follows: The Contractor shall reimburse the District for the loss of state revenue for any bus or buses not on the depreciation schedule. Repayment by the Contractor to the District shall be by cash payment in lieu of a reduction to monthly invoicing.

Part f. The parties agree to add a new paragraph and the attendant obligations to Part f. as follows: All bus types purchased after the effective date of this



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Addendum must run on diesel fuel. All Type A buses must have seatbelts in compliance with state law.

Part h. The parties agree that the second paragraph of Part h. shall be modified as follows:

“Video/audio imagery shall be retained by the Contractor for no less than 30 days, and will be released to the District upon request, immediately and without delay. Release to other interested parties shall be a cooperative effort between the Contractor and the District, in full compliance with the Washington Public Records Act RCW 42.56 (as applicable) and in no instance will copies of video be distributed without the knowledge of the District, specifically the Transportation Supervisor, Chief Financial Officer, or General Council. Viewing of video with District representation present is acceptable.”

Part q. The parties agree to add a new Part q. and its attendant obligations as follows: All buses transporting students shall be assigned a cellular telephone capable of utilizing the District’s emergency notification system (RAVE 911 or successor) in alignment with District protocols. Driver training on the use of the RAVE 911 system will be provided by the District. Drivers shall be directed that they must follow District protocols which may include dialing 911 prior to notifying dispatch.

**F. SECTION 16 PERSONNEL AND DRIVER REQUIRMENTS:**

The parties agree that a new paragraph and its attendant obligations shall be added to the end of Section 16 as follows: “After November 1, 2019, if the Operational Supervisor, Training Supervisor, Primary Dispatcher, Secondary Dispatchers, Field Supervisor, Dispatcher Clerk, and/or Field Trip Coordinator is used to cover a busing route or extra trip, the cost of their hourly rate including benefits shall be deducted from the hourly billing of such route and the route shall not be subject to the two-hour minimum.

**G. SECTION 19 FUEL:**

The parties agree that a new paragraph and its attendant obligations shall be added to Section 19 as follows: The Contractor will produce daily fuel reconciliation reports including, date, unit number, odometer, and fuel gallons for each vehicle fueled with the total to be compared to the daily fuel tank report. Using the daily fuel reconciliation, the Contractor will produce a monthly fuel reconciliation report along with an explanation for any large discrepancy.

4. Part 3 of this addendum shall be effective starting on the date this Addendum is ratified by the District’s School Board of Directors and for the remainder of the term of the original Agreement dated August 23, 2016.

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written below.

**DURHAM SCHOOL SERVICES, L.P.**

By: Durham Holding II, L.L.C.,  
Its General Partner

By: J Crawford

Name: Judith Crawford

Title: CEO, Transit and Shuttle

Date: 9/23/19

**EVERETT PUBLIC SCHOOLS**

By: [Signature]

Name: DR. Ian B. Saltzman

Title: Superintendent

Date: 9/24/2019