

AMENDMENT NO. 1

CBE NO. 604803-18

INTERLOCAL AGREEMENT FOR BUS TRANSPORTATION BETWEEN THE CLARK COUNTY SCHOOL DISTRICT AND CLARK COUNTY DEPARTMENT OF FAMILY SERVICES

THIS AMENDMENT is made and entered into this 7th day of July 2020, by and between CLARK COUNTY, NEVADA, on behalf of the Clark County Department of Family Services (hereinafter referred to as “Clark County DFS”), and CLARK COUNTY SCHOOL DISTRICT (hereinafter referred to as “District”).

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 604803-18, entitled “BUS TRANSPORTATION BETWEEN THE CLARK COUNTY SCHOOL DISTRICT AND CLARK COUNTY DEPARTMENT OF FAMILY SERVICES” dated May 5, 2018 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Delete and replace Exhibit A in its entirety.
2. SECTION 1: DISTRICT’S RESPONSIBILITIES, amend Subsection b as follows:
 - b. Establish the prevailing costs of transportation and communicate the shared rates to Clark County DFS. The rate schedule, Sections 1 and 3, set forth in Exhibit A, attached hereto, may be modified by the District upon annual fiscal review and comparison of the actual costs and expenditures incurred. Provide written notice to Clark County DFS if a rate change is deemed necessary no less than 30 days prior to the implementation of the adjusted rate schedule.
3. SECTION 1: District’s Responsibilities, amend Subsection e as follows:
 - e. Upon the submittal of Clark County DFS’s initial determination that it is in an eligible student’s best interest to remain the school of origin and a request for transportation services, the District will consult with Clark County DFS and process the request for transportation services within 3-5 school days upon receipt of the request whenever possible. Delays due to resource limitations will be promptly communicated to Clark County DFS. For delays longer than 5 school days from the date Clark County DFS requested transportation services for the eligible student, District will share interim transportation costs with Clark County DFS until transportation services are established with the exception that District will share interim transportation costs with Clark County DFS during the entire time that a student is placed at Child Haven. Transportation services to and from Child Haven shall be deemed interim transportation for the entire time the student is placed at Child Haven and will be provided by Clark County DFS in accordance with Section 2.d.

In lieu of establishing transportation services, the District may request or consider a request from Clark County DFS that Clark County DFS provide the transportation services using alternative transportation such as HOPSKIPDRIVE if it is in the best interests of the student to avoid lengthy (time and/or distance) school bus rides to and from the school of origin and to avoid undue expense. In this situation, the District will work with Clark County DFS to determine whether it is better for the District or Clark County DFS to provide transportation services for the student in question. If the parties cannot agree, then the District will provide the transportation services.

4. **SECTION 2: CLARK COUNTY DFS' RESPONSIBILITIES**, amend Subsection c as follows:

c. Provide transportation to and from the school of origin for up to 5 school days from the date Clark County DFS submitted the transportation services request to District. For delays longer than 5 school days, Clark County DFS will share interim transportation costs with District until transportation services are established. If a student is placed at Child Haven, Clark County DFS shall provide interim transportation for the entire time the student is placed at Child Haven in accordance with Subsection d, and Clark County DFS will share all of these interim transportation costs with District.

In lieu of the District establishing transportation services, Clark County DFS may request or consider a request from the District that Clark County DFS provide the transportation services using alternative transportation such as HOPSKIPDRIVE if it is in the best interests of the student to avoid lengthy (time and/or distance) school bus rides to and from the school of origin and to avoid undue expense. In this situation, Clark County DFS will work with the District to determine whether it is better for the District or Clark County DFS to provide transportation services for the student in question. If the parties cannot agree, then the District will provide the transportation services.

5. **SECTION 2: CLARK COUNTY DFS' RESPONSIBILITIES**, amend Subsection d as follows:

d. Provide District with a monthly itemized list of interim transportation costs incurred by Clark County DFS to be offset in District's monthly invoice. Interim costs will be determined on a case-by-case basis and may include: Clark County DFS partnering with eligible students' out of home caregivers, relatives, and fictive kin to provide interim transportation; transporting students using Clark County DFS available transportation; arranging alternative transportation including HOPSKIPDRIVE; and/or partnering with CCSD to provide for interim transportation. If Clark County DFS uses alternative transportation, Clark County DFS agrees to require that the alternative transportation provider include the District in the indemnification clause in its contract with Clark County DFS. Clark County DFS may amend Section 2 of Exhibit A from time to time by updating the costs for providing transportation services and may also identify and include additional alternative transportation and rates. Clark County DFS understands that the District will not release any student to an adult without: (i) consent from the legal parent or guardian or (ii) documentation that the adult has undergone and passed a background check which meets the District's standards and NRS 391.104 or equivalent.

6. **SECTION 2: CLARK COUNTY DFS' RESPONSIBILITIES**, delete and replace Subsection e with the following:

e. Clark County DFS agrees to pay the District within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by Clark County DFS. Total payments shall not exceed \$2,147,250.

This Amendment No. 1 represents an increase of a not-to-exceed amount of \$1,425,000 for a new CONTRACT total not-to-exceed amount of \$2,147,250.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:

CLARK COUNTY SCHOOL DISTRICT:

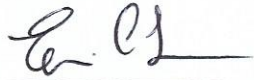
COUNTY OF CLARK, NEVADA

By: _____
MIKE CASEY,
Chief Operating Officer


By: _____
MARILYN KIRKPATRICK,
Chair – Board of County Commission

APPROVED AS TO FORM:

ATTEST:

By:  _____
ELEISSA C. LAVELLE,
General Counsel

By: _____
Lynn Marie Goya,
County Clerk

 6-10-20
Reviewed by
Genie Bourdeau, Esq. (OGC)

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: _____
ELIZABETH VIBERT,
Deputy District Attorney

**AMENDMENT NO. 1
EXHIBIT A
CBE NO. 604803-18**

1. SCHOOL BUS RATE

The District transportation per mile cost includes:

*Employee labor (as per employee negotiated agreement) - \$.90 per mile
Fuel cost (per Public Bid) - \$.68 per mile
Bus Maintenance (Fleet labor, bus maintenance, depreciation) - \$.58 per mile
\$ 2.16 per mile*

Shared/joint cost = \$1.08 per mile

Billable mileage = distance between school of origin and residence address

2. NON-SCHOOL BUS RATE (Clark County DFS)

*a. If provided by Clark County DFS employees: Employee labor - \$.72 per mile
Fuel cost - \$.35 per mile*

*Vehicle Maintenance (labor, maintenance, depreciation) - \$.13 per mile
\$ 1.20 per mile*

Shared/joint cost = \$.60 per mile

Billable mileage = distance between school of origin and residence address

b. If provided by Clark County DFS using HOPSKIPDRIVE pursuant to Section 2.d of the Interlocal Agreement:

Rate:

Fixed - \$20.00 per trip

Plus mileage rate - \$2.50 per mile*

Added points of origin or destinations - .50 per mile

**no increase for additional riders to/from same point of origin and destination*

Cancellation fee schedule:

7 or more hours = \$0

1 – 7 hours = 50% of total ride fee (trip rate + mileage)

Within 1 hour = 100% of total ride fee (trip rate = mileage)

**Shared/joint cost = 50% of total trip cost
except that Clark County DFS is responsible
for 100% of the cancellation fees**

Billable mileage = distance between school of origin and Child Haven

3. NON-SCHOOL BUS RATE (Parent or Guardian)

Parent/guardian transportation mileage reimbursement is coordinated through the District at the following rate:

Mileage (as per Internal Revenue Service Standard) - \$.535 per mile or;

Daily reimbursement limit (as per NRS 386.810) - \$ 10.00 per day

Shared/joint cost = \$.2675 per mile or \$ 5.00 per day

Payments processed by the District on a quarterly basis (billable days determined by child's attendance)