

**CBE NO. 606478-22**

**INTERLOCAL AGREEMENT FOR BUS TRANSPORTATION**

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" made by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and CLARK COUNTY SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" for Bus Transportation.

**WITNESSETH:**

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, the parties desire to provide transportation services to and from school of origin for children placed in foster care (hereinafter referred to as "eligible students") in compliance with Every Student Succeeds Act and Nevada Revised Statute 388.040;

WHEREAS, the parties will establish methods to establish, maintain, and end transportation services and equally share the costs associated with the services and

WHEREAS, the "school of origin" is defined as the "public school in which a child is enrolled at the same time the child was placed in foster care or the school in which a child in foster care is enrolled at the same time of the most recent change in the placement of the child" (Nevada AB491, 2017).

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE I: SCOPE OF WORK**

AGREEMENT sets forth:

**1. DISTRICT RESPONSIBILITIES**

- a. Provide transportation services for eligible students to and from school of origin. Establish a single point of contact and process method to establish, maintain, and end transportation services for eligible students as applicable. The term "single point of contact" means a natural person or a team of personnel, each of whom has the ability and authority to perform the responsibilities described.
- b. Establish the prevailing costs of transportation and communicate the shared rates to COUNTY. The shared rate schedule, 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. DISTRICT shall provide written notice to COUNTY when a rate change is deemed necessary no less than 30 days prior to the implementation of the adjusted rate schedule.
- c. Continue transportation services to school of origin for eligible students who leave foster care until the end of the school year unless the parent or guardian elects to enroll the student in a different school or the eligible student returns to live within the boundaries of the school of origin.
- d. Provide COUNTY with a monthly invoice for payment of shared costs. Invoice calculations will be based on identified/active eligible students attending their school of origin and the days of attendance to that school during the billed period using the shared rate schedule set forth in Exhibit A. The invoice will include eligible students who have left foster care and require transportation services to their school of origin until the end of the school year. The invoice will include any offsets for DISTRICT'S equal share of costs incurred for interim transportation provided by County as described as below.

- e. Upon the submittal of COUNTY'S initial determination that it is in an eligible student's best interest to remain in the school of origin and a request for transportation services, DISTRICT shall consult with COUNTY 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 COUNTY. For delays longer than 5 school days from the date COUNTY requested transportation services for the eligible student, DISTRICT shall equally share interim transportation costs with COUNTY until transportation services are established with the exception that DISTRICT shall equally share interim transportation costs with COUNTY 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 COUNTY in accordance with Article I, COUNTY Section 2.d.

In lieu of establishing transportation services, DISTRICT may request or consider a request from COUNTY that COUNTY provide the transportation services using alternative, transportation such as HopSkipDrive, Inc. 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, DISTRICT shall work with COUNTY to determine whether it is better for DISTRICT or COUNTY to provide transportation services for the student in question. If the parties cannot agree, then DISTRICT will provide the transportation services.

Background Checks. Pursuant to NRS 391.104, CCSD Policy 4100, and CLARK COUNTY SCHOOL DISTRICT Regulation 4100, all adults who may be unsupervised with a DISTRICT student or will have unsupervised internet or telephone contact with any DISTRICT student is required to undergo a DISTRICT-specific background check prior to being allowed to have any student contact. Fingerprints must be submitted by all adults to which this applies as soon as practicable following the execution of this Agreement. The expenses of such background checks will be borne by COUNTY, or subcontractor (HopSkipDrive). In its sole discretion, and for any reason or no reason, DISTRICT may refuse to permit any adult from contacting, communicating with, or providing services to any student. This applies to DISTRICT drivers, COUNTY drivers and drivers from HopSkipDrive, Inc. and every other adult or entity that would drive DISTRICT students.

If COUNTY sets up a driving service, COUNTY will notify DISTRICT Transportation Department and the administration at the school of origin in writing that COUNTY has verified that the driving service is compliant with NRS 391.104 (the background check law).

- f. Once transportation services have been established to and from the school of origin, DISTRICT shall provide COUNTY with transportation routing information and with mileage for each eligible student.
- g. Eligible students utilizing transportation services to and from their school of origin are subject to complying with the established school bus safety rules. The reporting of safety infractions and/or misconduct will conform with existing DISTRICT practices and regulations. If, based on DISTRICT practices and regulations, a student is not allowed to use established transportation services, DISTRICT will work with and equally share costs with COUNTY for alternative transportation until the student is allowed to use the transportation services again.

## 2. COUNTY RESPONSIBILITIES

- a. Identify a single point of contact to communicate its initial best interest determination. When the school of origin is deemed best, COUNTY will submit a transportation request in accordance with DISTRICT'S process. The term "single point of contact" means a natural person or a team of personnel, each of whom has the ability and authority to perform the responsibilities described.
- b. Provide DISTRICT with a monthly status report on eligible students who no longer require the service and provide DISTRICT with notice within 3-5 days when an eligible student no longer requires transportation service to the school of origin.
- c. Provide transportation to and from the school of origin for up to 5 school days from the date COUNTY submitted the transportation services request to DISTRICT. For delays longer than 5 school days, COUNTY will equally share interim transportation costs with DISTRICT until transportation services are established. If a student is placed at Child Haven, COUNTY will provide interim transportation for the entire time the student is placed at Child Haven in accordance with Subsection d. and COUNTY will equally share all of these interim transportation costs with DISTRICT.

In lieu of DISTRICT establishing transportation services, COUNTY may request or consider a request from DISTRICT that COUNTY 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, COUNTY will work with DISTRICT to determine whether it is better for DISTRICT or COUNTY to provide transportation services for the student in question. If the parties cannot agree, then DISTRICT will provide the transportation services.

- d. Provide DISTRICT with a monthly itemized list of interim transportation costs incurred by COUNTY to be offset in DISTRICT'S monthly invoice. Interim costs will be determined on a case-by-case basis and may include COUNTY partnering with eligible students' out of home caregivers, relatives, and fictive kin to provide interim transportation; transporting students using COUNTY available transportation; arranging alternative transportation including HopSkipDrive; and/or partnering with DISTRICT to provide for interim transportation.

COUNTY will not secure transportation services pursuant to this Agreement by any adult that has not complied with NRS 391.104.

COUNTY understands that DISTRICT shall 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 standards and NRS 391.104 or equivalent.

### **ARTICLE II: TERM OF AGREEMENT**

The initial term of AGREEMENT shall be from January 1, 2023 through December 31, 2027.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or DISTRICT to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30<sup>th</sup> of the fiscal year for which monies were appropriated for their operations.

**ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE**

COUNTY agrees to pay DISTRICT for services provided as outlined in Article I, Scope of Work and Exhibit A.

If COUNTY rejects an invoice as incomplete, DISTRICT shall be notified within thirty (30) calendar days of receipt and DISTRICT will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows: [DFSFiscalServices@ClarkCountyNV.gov](mailto:DFSFiscalServices@ClarkCountyNV.gov).

DISTRICT must notify COUNTY in writing of any changes to DISTRICT remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

**ARTICLE IV: FISCAL FUNDING OUT CLAUSE**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

**ARTICLE V: AMENDMENT / ENTIRE AGREEMENT**

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and DISTRICT relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

**ARTICLE VI: SUBCONTRACTS**

AGREEMENT is entered into to secure the services of DISTRICT. Services specified in this AGREEMENT shall not be subcontracted by DISTRICT without the written consent of COUNTY.

**ARTICLE VII: ASSIGNMENTS**

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

**ARTICLE VIII: NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY:                    Attention: Darryl Glover, Manager  
                                      Clark County, Nevada  
                                      Department of Family Services Management Services  
                                      1291 W. Galleria Dr.  
                                      Henderson, NV 89014

To DISTRICT:                    Attention: Jennifer Vobis, Executive Director  
                                      Clark County School District  
                                      District Transportation Department  
                                      975 W Welpman Way  
                                      Henderson, NV 89044

**ARTICLE IX: POLICIES AND PROCEDURES**

DISTRICT agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and DISTRICT.

**ARTICLE X: INSURANCE**

DISTRICT and COUNTY will be responsible for their own acts of negligence subject to the limitations on liability provided under NRS, Chapter 41.

COUNTY will be responsible for ensuring any third parties or subcontractors providing service in the scope of this agreement maintain insurance coverage in force for the life of the Agreement. The insurance company(ies) must have an A.M. Best rating of A- VI or better and be licensed to write such insurance in the State of Nevada.

Insurance will have the following coverages:

- a. A Certificate of Commercial General Liability Insurance in the amount of \$1,000,000.
- b. A Certificate of Automobile General Liability Insurance in the amount of \$1,000,000.
- c. A Certificate of Workers' Compensation Insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada.

**ARTICLE XI: WAIVER AND SEVERABILITY**

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

## ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

## ARTICLE XIII: SUSPENSION AND TERMINATION

**Suspension.** COUNTY may suspend performance by DISTRICT under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to DISTRICT. DISTRICT shall not perform further work under this AGREEMENT as of the effective date of suspension. DISTRICT may not resume performance, unless and until, COUNTY issues written notice to resume performance.

**Termination for Convenience.** Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

**Termination for Cause.** This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of DISTRICT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within DISTRICT'S control. If after termination for cause it is determined that DISTRICT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

**Process.** The rights and remedies of COUNTY and DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by DISTRICT of a suspension or termination notice, or delivery by DISTRICT of a termination notice, DISTRICT shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by DISTRICT, DISTRICT acknowledges that its termination may affect COUNTY'S consideration of DISTRICT for future projects.
3. In the event of termination of this AGREEMENT, DISTRICT is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay DISTRICT for work performed up to and including the date on which DISTRICT discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to DISTRICT may be adjusted to the extent COUNTY incurs additional costs by reason of DISTRICT'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original.

**CLARK COUNTY SCHOOL DISTRICT**

**COUNTY OF CLARK:**

BY: \_\_\_\_\_  
JESUS F. JARA  
Superintendent of Schools

BY: \_\_\_\_\_  
JAMES B. GIBSON, CHAIR  
Clark County Commissioners

BY: \_\_\_\_\_  
EVELYN GARCIA MORALES  
President, Board of Trustees

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

BY: \_\_\_\_\_  
IRENE BUSTAMANTE ADAMS  
Clerk, Board of Trustees

**APPROVED AS TO FORM:  
CLARK COUNTY SCHOOL DISTRICT**

**APPROVED AS TO FORM:**  
Steven Wolfson, District Attorney

BY: \_\_\_\_\_  
LUKE PUSCHNIG  
General Counsel

BY: Jason Patchett  
[Jason Patchett \(May 10, 2023 17:14 PDT\)](#)  
JASON B. PATCHETT  
Deputy District Attorney

## EXHIBIT A

### SCHOOL BUS RATE

DISTRICT transportation per mile cost includes:

- Employee labor (as per employee negotiated agreement) - \$1.06 per mile
- Fuel cost (per Public Bid) - \$.91 per mile
- Bus Maintenance (Fleet labor, bus maintenance, depreciation) - \$.64 per mile

**Total: \$2.61 per mile**

**Shared/joint cost = \$1.31 per mile**

Billable mileage = distance between school of origin and residence address

### NON-SCHOOL BUS RATE

The COUNTY transportation per mile cost includes:

- Employee labor - \$.72 per mile
- Fuel cost - \$.35 per mile
- Vehicle Maintenance (labor, maintenance, depreciation) - \$.13 per mile

**Total: \$1.20 per mile**

**Shared/joint cost=\$.60 per mile**

Billable mileage = distance between school of origin and residence address

### HOPSKIPDRIVE RATE

Transportation services coordinated by COUNTY representatives.

Applicable rates:

- Fixed - \$50.00 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.

**Excess Fuel Charge-** Average gasoline price exceeds \$5.00 per gallon mile rate will be increase by 30% of the price of gasoline.

**\*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).

\*COUNTY responsible for cancellation fees

**Daily Ride Minimum- 50 Rides per day**

**Shared/joint cost = 50% of total trip cost**

Billable mileage = distance between school of origin and Child Haven

Shared/joint cost may begin on day 1 if used in lieu of CCSD or COUNTY transportation.

### PARENTAL ALLOWANCE RATE

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

- Mileage (as per Internal Revenue Service Standard) - \$.625 per mile or;
- Daily reimbursement limit (as per NRS 386.810) - \$10.00 per day

**Shared/joint cost = \$.3125 per mile or \$ 5.00 per day**

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