

AMENDMENT TWO TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
HOPSKIPDRIVE, INC.
FOR THE PROVISION OF CHILDREN’S SCHOOL OF ORIGIN AND FOSTER YOUTH
TRANSPORTATION SERVICES

THIS AMENDMENT TWO, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CDM1319-02 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and HOPSKIPDRIVE, INC., doing business at 1320 E. 7th Street, Suite 200, Los Angeles, CA 90021, hereinafter referred to as “CONTRACTOR.” This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH

WHEREAS, on July 15, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Children’s School Of Origin and Foster Youth Transportation services, for the term of July 15, 2020, through June 30, 2021;

WHEREAS, First Amendment was issued to renew the Agreement for an additional twelve (12) months from July 1, 2021, through June 30, 2022; and amend Paragraph 1, Subparagraph 9.4.2.3, Subparagraph 19. 2, Subparagraph 32.3, and Paragraph 37 of the Agreement;

WHEREAS, COUNTY desires to renew the Agreement for an additional twelve (12) months from July 1, 2022, through June 30, 2023; and amend Paragraph 1 and Subparagraph 19.2 of the Agreement;

WHEREAS, CONTRACTOR agrees to such renewal and to continue to provide such services under the terms and conditions set forth in this Agreement;

WHEREAS, Section 16501 of the California Welfare and Institutions Code provides that child welfare services may include, but are not limited to, a range of service-funded activities including transportation; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. TERM

The term of this Agreement shall commence on July 15, 2020, and terminate on June 30, 2023, unless earlier terminated pursuant to the provisions of Paragraph 39 of this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. ~~This Agreement may be renewed thereafter for one (1) additional one-year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.~~

2. Subparagraph 19.2 of the Agreement is hereby amended to read as follows:

19.2 Payment Rates

19.2.1 The following payment rate for the period of July 15, 2020, through June 30, 2021, is set forth as follows:

	Unit Price
Base Fee Per Trip	\$22.00
Fixed Mileage Rate	\$2.50
Cancellation Flat Fee Per Trip	Base Rate + Mileage, 1-2 hour cancellation window is 50% of ride trip cost; 0-1 hour 100% of ride trip cost
No Show Flat Fee Per Trip	Base Rate and Mileage

Booster Seat Fee	N/A
Car Seat Fee	N/A
Wheelchair Fee	N/A

19.2.2 The following payment rate for the period of July 1, 2021, through June 30, 2022, is set forth as follows:

	<u>Unit Price</u>
<u>Base Fee Per Trip - Includes regulatory fee of 10 cents per trip</u>	- <u>\$24.10</u>
<u>Fixed Mileage Rate</u>	<u>\$2.50</u>
<u>Cancellation Flat Fee Per Trip</u>	<u>Base Rate + Mileage, 1-2 hour cancellation window is 50% of ride trip cost; 0-1 hour 100% of ride trip cost</u>
<u>No Show Flat Fee Per Trip</u>	<u>Base Rate and Mileage</u>
<u>Booster Seat Fee</u>	<u>N/A</u>
<u>Car Seat Fee</u>	<u>N/A</u>
<u>Wheelchair Fee</u>	<u>N/A</u>

19.2.3 The following payment rate for the period of July 1, 2022, through June 30, 2023, is set forth as follows:

	<u>Unit Price</u>
<u>Base Fee Per Trip - Includes regulatory fee of 10 cents per trip</u>	- <u>\$30.10</u>
<u>Fixed Mileage Rate</u>	<u>\$2.50</u>
<u>Cancellation Flat Fee Per Trip</u>	<u>Base Rate + Mileage, 1-2 hour cancellation window is</u>

	<u>50% of ride trip cost;</u> <u>0-1 hour</u> <u>100% of ride trip cost</u>
<u>No Show Flat Fee Per Trip</u>	<u>Base Rate and Mileage</u>
<u>Booster Seat Fee</u>	<u>N/A</u>
<u>Car Seat Fee</u>	<u>N/A</u>
<u>Wheelchair Fee</u>	<u>N/A</u>

3. The parties agree that separate copies of this Amendment may be signed by each of the parties, and this Amendment will have the same force and effect as if the original had been signed by all parties.
4. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Two to Agreement the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: HOPSKIPDRIVE, INC

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date