

AGREEMENT AND ASSIGNMENT FOR SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES

Alameda Unified School District, 2060 Challenger Drive, Alameda, CA 94501 ("Alameda Unified"), Durham School Service, L.P., 2601 Navistar Drive, Building 5, Lisle, IL 60532 ("Durham"), and Zum Services, Inc., 275 Shoreline Dr., Suite 200, Redwood City, CA 94065, ("Zum;" collectively "Parties"), mutually covenant to this Agreement and Assignment for Special Education Student Transportation Services, ("Agreement"), as follows:

WHEREAS, on or around December 31, 2019, Alameda Unified issued a Request for Proposal (RFP No. 019-040-01) for Special Education Services ("RFP");

WHEREAS, Alameda Unified anticipated that contracts may be awarded to more than one (1) vendor, as stated in the RFP;

WHEREAS, Alameda Unified has accepted Durham's bid and awarded bus transportation services as stated in the RFP to Durham;

WHEREAS, Alameda Unified also has accepted Zum's bid and awarded additional transportation services to Zum;

WHEREAS, Durham has entered into an agreement with Alameda Unified to perform those services as provided for in Special Education Transportation Service Agreement ("Durham Agreement"), attached as Exhibit A;

WHEREAS, Zum has entered into an agreement with Alameda Unified to perform those services as provided for in Special Education Transportation Service Agreement ("Zum Agreement"), attached as Exhibit B;

WHEREAS, the Parties agreed that transportation services will be most efficiently and cost-effectively implemented by assigning administration through a single service provider;

WHEREAS Durham wishes to assign all rights, interests in and to, and obligations under the Durham Agreement to Zum, and Zum wishes to be the assignee and transferee of such rights, interests and obligations.

NOW THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

1. Durham hereby transfers and assigns all rights, interests in and to, and obligations under the Durham Agreement to Zum, and Zum accepts all said rights, interests and obligations as assignee and transferee, including, without limitation, the obligation to honor all rates and services as stated in Durham's bid and to indemnify Alameda Unified;

2. The District accepts such assignment and this Assignment and Agreement shall be effective as of the date set forth below.

3. Durham as Subcontractor: Durham shall serve as a subcontractor to Zum for the provision of school buses and related services.

4. Billing and Change Orders: Zum shall be responsible for submitting all billing and change orders to Alameda Unified related to services fulfilled pursuant to the Zum and Durham

Agreements, and Alameda Unified shall remit all payments related to the performance of said agreements to Zum;

5. **Indemnity and Hold Harmless:** Alameda Unified shall not be liable for any payments to Durham, and Durham and Zum expressly indemnify and hold harmless Alameda Unified for any legal dispute between Durham and Zum arising from this Agreement and Assignment for Special Education Student Transportation Services or the underlying Durham and Zum Agreements.

6. **Insurance:** Each Party shall maintain the types and amounts of insurance stated in their separate agreements.

7. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. All other terms in the separate agreements shall remain in full force and effect, except as expressly modified herein.

8. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney’s fees and costs.

9. **Counterparts.** This Assignment and Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment and Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

10. **Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

11. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District’s Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

IN WITNESS WHEREOF, the Parties have executed this Assignment and Agreement as of 27 th day of April 2020.

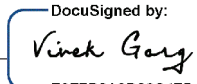
DURHAM

Print Name & Title: Gary L. Waits Jr., CEO Student Transportation

Signature:  _____

ZUM

Print Name & Title: vivek Garg, COO

Signature:  _____
DocuSigned by:
E8F7B0A0D06C475...

ALAMEDA UNIFIED

Print Name & Title: _____

Signature: _____

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