

CONTRACT NAME: AGREEMENT BETWEEN MICHAEL'S TRANSPORTATION SERVICE, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Agreement to provide transportation services from the Davis Migrant Camp to schools within the Davis Joint Unified School District, from August 28, 2019, until on or about November 1, 2019

FISCAL IMPACT: The cost of these services is included in the approved budget.

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT is made and entered into this 6th day of August, 2019, by and between, DAVIS JOINT UNIFIED SCHOOL DISTRICT, whose principal office is located at 526 B St, Davis, CA 95616 ("Customer"), and MICHAEL'S TRANSPORTATION SERVICE, INC., a California corporation whose principal office is located at 140 Yolano Drive, Vallejo, California 94589 ("Contractor").

RECITALS

WHEREAS, Customer requires the services of Contractor to transport children, Monday through Friday, from Home to School and School to Home;

WHEREAS, Contractor desires to provide said services in a safe, consistent, and timely manner; and

WHEREAS, the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Customer and Contractor intending to be legally bound, covenant and agree as follows:

AGREEMENT

1. Services. Contractor shall furnish, operate, and maintain, for the benefit of Customer, one (01) passenger bus of sufficient size, Monday through Friday as set forth below in Section 2. Contractor shall pick up and transport the passengers from / to pre-arranged stops and destinations.
2. Term. This agreement ("Agreement") shall be effective on the date first written above, and the services shall commence on or about August 28, 2019 and terminate at the conclusion of services on or about November 1, 2019. The agreement may be renewed thereafter by mutual written agreement. Sections 7, 8, 11 and 12 shall survive the termination of this Agreement for three years.
3. Fees. Customer agrees to pay Contractor \$645.00 per day per bus for transportation service.

Cancellation Policy. If Customer cancels a daily run more than 24 hours in advance, there will be no fee. If Customer cancels less than 24 hours in advance, there may be a fee of up to 50% of the total charge. If a daily run is cancelled on the spot, the Customers are subject to a fee of up to 100% of the total charge.

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Contractor/Customer

4. Permits and Licenses. Contractor, its employees, agents and assigns shall secure and maintain valid permits and licenses as required by state and federal law to operate commercial vehicles used in the transportation of children.

Fingerprint Clearance.

This Agreement is subject to the provisions, Education Code section 45125.1 and any subsequent amendments. Contractor employees, volunteers, and independent contractors performing work or services under this Agreement are required to submit fingerprints to the Department of Justice where such individual may come into contact with students at any Customer site. The Department of Justice will ascertain whether the individual has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively.

Contractor shall not permit an employee, volunteer or independent contractor to come into contact with students until the Department of Justice has ascertained that such individual has not been convicted of a felony as defined in Education Code section 45125.1.

Contractor shall provide Customer with a list of names of individuals who may come into contact with students pursuant to this Agreement and must certify in writing to Customer that none of such individuals who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. Customer may request the removal of an individual from a Customer site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

5. Safety Program. Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement.
6. Insurance. During the term of the Agreement, Contractor shall maintain vehicle and general commercial liability insurance in the amount set forth below and shall furnish certificates of insurance for each policy for liability coverage and Worker's Compensation coverage within fifteen (15) days of the effective date of this Agreement. These certificates shall provide a thirty (30) day prior notice period of cancellation which shall be given to Customer immediately upon receipt thereof by Contractor. Contractor shall notify Customer promptly and shall provide appropriate certificates to Customer following the placement of new or renewed coverage.

Contractor shall maintain general commercial liability insurance with a combined single limit of five million dollars (\$5,000,000) per occurrence and not less than five million dollars in the aggregate (\$5,000,000). During the term of this

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Agreement, Contractor shall add as additional insureds to this policy Customer, its Board of Directors, officers, agents and employees for the coverage of any claims for damages for personal injury or death, and from damage to property, which may arise from the operations of services of Contractor under this Agreement. Contractor shall maintain Workers Compensation Insurance as required by state law, and Contractor shall be solely responsible for any claims of its employees which may arise from the services provided under this Agreement.

7. Independent Contractor. Michael's Transportation is an independent contractor of Customer. Neither party, nor any of its employees, consultants, contractors or agents are employees, consultants, contractors, agents or joint ventures of the other. Neither party has any authority whatsoever to bind the other party by contract or otherwise. Contractor shall not use, and shall not permit any employee or subcontractor to use, any title or reference to Customer which states or suggests that such person is a partner, officer or employee of Customer.
8. Assignments or Subcontracting. Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer which shall not be unreasonably withheld.
9. Indemnification of Customer. Contractor shall hold harmless and indemnify Customer, its Board of Directors, officers, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Contractor and its employees, subcontractors and/or agents in the performance of any Services under this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Contractor or of any employee, agent or subcontractor in relation to this Agreement.
10. Indemnification of Contractor. Customer shall hold harmless and indemnify Contractor, its Board of Directors, officers, contractors, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Customer and its employees, subcontractors and/or agents in relation to this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Customer or of any employee, agent or subcontractor in relation to this Agreement.



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11. Attorneys' Fees. The parties hereto agree and acknowledge that in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to such reasonable attorneys' fees and costs as may be awarded.
12. Force Majeure. The obligations of the parties to each perform its obligations as set forth hereunder, shall be suspended to the extent necessary when such performance is unavoidably delayed or prevented because of acts of God, extreme traffic or weather-related delays, government actions, terrorist acts or any other cause beyond the control of the party from which the performance is due.
13. Notices. Any notice which any party desires or is obligated to give another, as provided herein, shall be given in writing and shall be deemed given and effective (i) when delivered personally or by facsimile, or (ii) when received if sent by overnight express or mailed by certified, registered or regular mail, postage prepaid, addressed to a party at its address first stated above, or to such other address as such party may designate by written notice in accordance with the provisions of this Section. E-mail notice may be considered written notice if receipt of such notice is confirmed by reply e-mail. Each party shall provide prompt written notice of an address change or specific mailing instructions not in conformance with the addresses above.
14. Venue. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts in and for Solano County.
15. Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
16. Severability. If any provision of this Agreement is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
17. Waiver. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.


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18. Termination and Dispute. Either party may terminate this Agreement for material breach, after giving the other party thirty (30) day's written Notice to Cure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Michael's Transportation
A California Corporation

Davis Joint Unified School District

By: 
Print Name: Ms. April Brown
Title: Chief Operating Officer
Date: 8/6/19

By: _____
Print Name: _____
Title: _____
Date: _____


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