

**CONTRACT NAME: AGREEMENT BETWEEN MICHAEL'S
TRANSPORTATION AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Michael's Transportation Service, Inc. and Davis Joint Unified School District is to provide bus transportation for students Monday through Friday from home to school and from school to home, August 26, 2015 through October 30, 2015.

Transportation service fee is \$575 per day per bus.

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT is made and entered into this 18th day of August, 2015, 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 passenger 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 26, 2015, and terminate at the conclusion of services on or about October 30, 2015. 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 \$575.00 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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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. 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 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.

6. 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.
7. Indemnification. 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.
8. Indemnification Procedures. Customer shall promptly notify Contractor in writing of any claim which Customer believes may be subject to indemnification; provided, however, that a delay on the part of the Customer in notifying Contractor shall not relieve Contractor from any indemnification obligations unless (and then solely to the extent) Contractor is prejudiced by such a delay.

Customer shall allow Contractor to control the defense of any claim for which Customer, its Board of Directors, officers, agents or employees (each an "Indemnified Party") seeks indemnification and shall provide all information and assistance for defense of such claim reasonably requested by the Indemnified Party, at the expense of the Contractor. The Indemnified party shall have the right to employ counsel at its own expense and to participate in such action or claim, including settlement or trial.

In the event Contractor shall fail to assume the defense of such claim within thirty (30) days of receiving notice of the claim, the Indemnified Party shall have the right, following notice to Contractor, to undertake to defend or settle such claim on behalf of Contractor, and Contractor shall reimburse the Indemnified Party all reasonable charges and expenses in connection therewith, including without

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limitation, attorney fees and related costs. Contractor shall not have any obligation to indemnify an Indemnified Party under any settlement made without Contractor's consent. Neither party shall settle any claim or consent to any entry of judgment which (a) requires only the payment of money and no obligations of an Indemnified Party, (b) makes no admission that an Indemnified Party engaged in any wrongful or criminal act, and (c) requires an unconditional term given by the claimant or plaintiff to such Indemnified Party a release from all liability in respect to such claim or litigation. Contractor and the Indemnified Party shall use their reasonable efforts to agree upon a budget for the legal costs associated with the defense of any claim controlled by the Indemnified Party. At its own expense, Contractor may participate in the defense of any claim controlled by the Indemnified Party.

9. Safety Program. Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement.
10. 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.
11. 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 stated below, 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.
12. Miscellaneous. This Agreement shall be interpreted and the rights and liabilities of the parties hereto shall be determined in accordance with the internal laws and decisions of the State of California. 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. If any provision herein shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or unenforceability, be of no force or effect, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect. This Agreement constitutes the entire understanding and agreement of the parties with respect to


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its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

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: April Brown
Title: Chief Operating Officer
Date: 8/17/15

By: 
Print Name: Bruce Colby
Title: 
Date: _____