

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

BRIEF DESCRIPTION OF AGREEMENT: This agreement is to transport DJUSD students from the Davis Migrant Camp to school sites in DJUSD. The term for this contract is from August 29, to October 31, 2018.

FISCAL IMPACT: The cost for this service is \$27,675 and is included in the approved budget.

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT is made and entered into this 7th day of August, 2018, 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

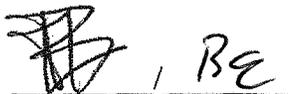
WHEREAS, the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer.

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 29, 2018, and terminate at the conclusion of services on or about October 31, 2018. 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 \$615.00 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.

 BE

Initials: Contractor/Customer

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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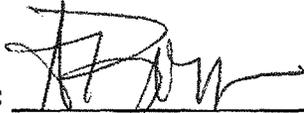
Initials: Contractor/Customer

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: 8/7/18

By: 
Print Name: Bruce E. Colby
Title: Chief Business Officer
Date: 8/7/18

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