

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (TSA) is made and entered into on the 20th day of September, 2017, between the Vista Unified School District, 1234 Arcadia Avenue, Vista, CA 92084, hereinafter referred to as "District," and Bonsall Unified School District, whose address is 31555 Old River Road, Bonsall, CA 92003, hereinafter referred to as "Recipient," in consideration of their mutual covenants, the parties hereto agree as follows:

A. RECIPIENT:

The Recipient agrees to use the following services, materials, and products of the District:
a School Bus, with driver, for the period from September 1, 2017 through June 30, 2022, to provide transportation services as requested.

Recipient agrees to pay District within thirty (30) days of receipt of invoice.

B. TERM OF TSA:

The term of the TSA, shall commence on, **September 1, 2017**, and shall be completed on or before **June 30, 2022**. This TSA may be extended, upon mutual written consent.

C. DISTRICT OBLIGATIONS:

1. The District will "PROVIDE" a Type II School Bus, with driver, to Recipient.
The cost of the service will be \$54 per hour plus \$4 per mile. District will issue an invoice once a month for services rendered. Billing time will start fifteen (15) minutes prior to requested pick up time and end at drop off time. Billing mileage will begin from pick up location to drop off location and back to pick up. Total Mileage will be verified by District Transportation staff. The District will review the cost of service annually and notify Recipient of any adjustments at least 30 days in advance of adjustment.

D. INSURANCE:

Throughout the duration of the TSA, District shall, at its sole cost and expense, keep in force for the mutual benefit of Recipient and District, comprehensive broad form general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by District, his agents, representatives, or employees. Such insurance shall provide coverage as follows:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: **\$2,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

It should be expressly understood; however, that the coverages required herein shall not in any way limit the liability of District, its officers, agents, or employees.

E. GENERAL TERMS AND CONDITIONS:

1. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
2. CONFLICT OF INTEREST: Before executing this agreement, the Recipient shall disclose to the District the identities of any board member, officer, or employee of the District, or relatives thereof, who the Recipient knows of, who would have any financial interest resulting from this agreement.
3. LICENSE AND AUTHORITY: The Recipient will maintain all necessary licenses during the term of this agreement. If other than a natural person, Recipient is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses shall accompany this TSA.
4. EQUIPMENT AND FACILITIES: The Recipient will furnish all necessary equipment and facilities to render his/her services pursuant to this TSA, unless otherwise agreed to by the parties.
5. ASSIGNMENT: Without the written consent of the District, this TSA is not assignable by the Recipient.
6. SUCCESSORS AND ASSIGNS: This TSA shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties
7. GOVERNING LAW: The validity of this TSA and all of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
8. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this TSA are authorized without the mutual written consent of both parties.
9. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the TSA.
10. TERMINATION: The District may terminate this TSA for any reason upon written notice to Recipient.
14. SEVERABILITY: In the event any portion of this TSA shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this TSA.
15. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT: Any written or electronic media product produced as a result of this TSA shall be a work for hire and shall be the property of the District. (Not applicable)
17. EXPENSES: The Recipient shall be responsible for all costs and expenses incident to the performance of services for the District, except as provided by this TSA, including but not limited to: all costs of equipment provided by the Recipient; all fees, fines, licenses, bonds or taxes required of or imposed against the Recipient; and all other of the Recipient's costs of doing business.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:

This TSA constitutes the entire understanding of the parties. The Recipient's signatures below signify both an understanding and acceptance of the contract provisions.

G. APPROVALS:

This TSA shall become effective upon its approval by the undersigned persons:

DISTRICT:
VISTA UNIFIED SCHOOL DISTRICT

RECIPIENT:
BONSALL UNIFIED SCHOOL DISTRICT

BY:

BY:

NAME: Donna Caperton
TITLE: Assistant Superintendent,
Business Services

NAME: _____
TITLE: _____

DATE:

DATE:

VUSD Contract #V17180470C
Board Approval: October 19, 2017

