

AGREEMENT FOR BUS SERVICES

This Agreement is made and entered into this 1st day of July 2019, by and between the **Ripon Unified School District**, (hereinafter "**Ripon Unified School District**"), and the **Escalon Unified School District** (hereinafter "**District**" and collectively the "**Parties.**")

RECITALS

Whereas, Ripon Unified School District presently owns a fleet of operable buses (hereinafter "**Buses**")

Whereas, Ripon Unified School District desires to have the Buses maintained by District (hereinafter "**Services**").

Whereas, District desires to provide Services to Ripon Unified School District.

Whereas, District is qualified and able to provide the Services

AGREEMENT

I. District shall:

- A. Meet all requirements of applicable State law and the California Highway Patrol for operation of the Buses for student transport, including, but not limited to preparation and maintenance of all required mechanical/vehicle certifications and/or permits.
- B. Provide all required maintenance of the Buses, pursuant to the requirements of the California Education Code and the California Highway Patrol.
- C. In the event of an inoperable bus or breakdown, the District will provide roadside assistance and/or roadside repairs; procure towing services consistent with the services utilized by the District.
- D. Invoice Ripon Unified School District for all services in a timely manner.

II. Ripon Unified School District shall:

- A. Designate primary contact persons for the Ripon Unified School District buses (hereinafter "**Designees**").
- B. Assure timely payment to District for all services rendered and supplies provided.
- C. Be responsible for the cost of all labor and parts in the event of an accident.

III. Term of Agreement

The term of this Agreement shall commence July 1, 2019 and continue to June 30, 2020. The term of this Agreement may be extended upon mutual written agreement of the Parties

IV. Termination of Agreement

This agreement may be terminated by either party upon 60 day written notice. However, in the event of termination by either party, District shall provide services pursuant to this Agreement no more than 90 days after the agreement termination by either party. If the Agreement is to be terminated consistent with the start of a new fiscal or school year, notice shall be provided prior to the end of the previous fiscal or school year. Ripon Unified School District may terminate this Agreement with a 10 day written notice if in the judgment of the Ripon Unified School District, the District performance is unsatisfactory.

V. Compensation

For the 2019-2020 Fiscal Year, District shall be compensated for Services as follows:

Flat Rate Labor Charge*

	(does not include parts)	Labor Charge
1	Mount & Dismount Tire	\$26
2	Remove & Replace Service Air Drier	\$135
3	Brakes - Front Axle	\$168
4	Brakes - Rear Axle	\$202
5	Remove & Replace Slack Adjuster	\$67
6	Remove & Replace Rear Axle Pinion Seal	\$101
7	Automatic Transmission Fluid Change	\$135
8	Remove & Replace Universal Joint	\$101
9	Remove & Replace Alternator	\$101
10	Oil & Filter Change	\$67
11	Remove & Replace Water Pump	\$270
12	Diagnosis Electrical/Computer Problem	\$67
13	Particulate Matter Filter Cleaning	\$15

* Additional repairs above flat rate billed @ \$85 per hour plus parts

* Outside labor will be billed at invoiced amount plus 9%

Hourly Labor Rate

All repairs not listed above

\$85 per hour + parts

Fuel Charges

Fuel is per gallon as recorded on fuel log

actual charges plus tax

All rates shall be reviewed annually and adjusted for the next term of the Agreement, prior to the start of the next fiscal year, as agreed upon by both parties. Additional services or costs may be added upon written agreement by both parties.

VI. Compliance with Law

District shall provide all necessary notices and pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety. District warrants that all buses shall be CHP school bus certified and certificates shall be available as required by law.

VII. Independent Contractor

In the performance of services imposed by this Agreement, the District is at all times acting as an independent contractor and not as an employee of the Ripon Unified School District. Neither the District, nor any District employee performing services pursuant to this Agreement shall have any claim under this Agreement, or otherwise against the Ripon Unified School District, for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits or any other benefits usually provided to employees.

District understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to District and that no taxes will be paid by the Ripon Unified School District on District's behalf to any governmental taxing body. Should District contract with, or employ any persons to assist in the fulfillment of the terms of this Agreement, it is agreed that such persons are not employees of the Ripon Unified School District nor parties to this Agreement and shall have no rights hereunder.

VIII. Liability and Indemnification

The Ripon Unified School District shall defend, indemnify, save and hold harmless the District and its officers and employees from any and all claims, cost and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from the negligent act or omission of the Ripon Unified School District or its agents, servants, employees or subcontractors hereunder.

The District shall defend, indemnify, save and hold harmless the Ripon Unified School District and its officers and employees from any and all claims, cost and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from the negligent act or omission of the District or its agents, servants, employees or subcontractors hereunder.

IX. Insurance

The District shall maintain public liability insurance and automobile (bus) liability insurance to protect the District and, as an additional insured, the Ripon Unified School District, its officers, and its employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the District under this contract. Such insurance shall have a minimum combined single limit per occurrence of Five Million Dollars (\$5,000,000.00). Insurance must be approved by the Ripon Unified School District before work is begun.

The Ripon Unified School District shall maintain public liability insurance and automobile (bus) liability insurance to protect the Ripon Unified School District and, as an additional insured, the District, its officers, and its employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the Ripon Unified School District under this contract. Such insurance shall have a minimum combined single limit per occurrence of Five Million Dollars (\$5,000,000.00). Insurance must be approved by the District before work is begun.

Facsimile copies of the policies issued shall be filed with each party and their respective insurance providers prior to commandment of operations under this contract.

Workers' Compensation Insurance shall be maintained as required by law and as will protect the Ripon Unified School District and District from claims which may arise from his operations under the contract.

X. Assignments or Subcontracting

The parties shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without mutual written consent.

XI. Designees

The following persons are authorized to act on behalf of the Parties in the implementation of the provisions of this Agreement.

District:

Ron Costa
Ripon Unified School District
1520 Yosemite Avenue
Escalon, CA 95320
rcosta@sjcoe.net
838-3591

Ripon Unified School District:

Dr. Ziggy Robeson
304 N. Acacia Avenue
Ripon, CA 95366
zrobeson@sjcoe.net
599-2131

Copies of all correspondence related to the interpretation or amendment to this agreement shall also be sent to the parties listed in Article XIII.

XII. Entire Agreement

This Agreement contains the entire agreement of the parties. It may not be modified except by written agreement signed by both parties.

XIII. Notices

Any notices shall be in writing and delivered or mailed, postage prepaid, to the aforementioned Designees (Article XI.) with copies to the following:

District:

Kristin Tiger, Chief Business Official
1520 Yosemite Ave
Escalon, CA 95320
ktiger@sjcoe.net
838-3591

John Lial, Director MOT
1176 Stanislaus Street
Escalon, CA 95320
rjohn@sjcoe.net
838-3165

XIV. Waiver

No waiver of any provision of this Agreement will be deemed to be, or will constitute a waiver of, any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

XV. Severability

The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid convent, phrase or clause had not been contained in this Agreement.

WITNESSES

DISTRICT

Escalon Unified School District
1520 Yosemite Avenue
Escalon, CA 95320

Tax Id # 94-1504100

District Signature

Date

RIPON UNIFIED SCHOOL DISTRICT

Superintendent's Signature

Date