



*We inspire and empower . . . Every student, Every moment, for Every opportunity!*

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## SERVICE AGREEMENT FOR TRANSPORTATION SERVICES

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THIS AGREEMENT is made effective on July 27, 2017, and it is made by and between the CYPRESS SCHOOL DISTRICT (hereinafter called "DISTRICT") and Boys & Girls Club of Cypress (herein called "BGC").

### RECITALS

**WHEREAS**, DISTRICT and BGC are mutually interested in and concerned with the provision of adequate student bus transportation services during peak demand periods and

**WHEREAS**, DISTRICT has personnel, vehicles, equipment and support facilities which are potentially available for occasional field trip(s), sport(s), special event activities and/or programs that require transportation services. It is therefore hereby mutually agreed as follows:

### SCOPE OF SERVICES

DISTRICT will provide bus transportation services for BGC. DISTRICT approval of each request shall be in the sole discretion of DISTRICT and subject to availability of bus driver and bus. All trip requests shall be submitted in writing, on a DISTRICT authorized form, Exhibit A, to DISTRICT at least ten (10) working days prior to requested date.

### INSURANCE AND INDEMNITY

BGC shall provide proof of Comprehensive General Liability, Commercial Automobile and Garage Liability Insurance. The BGC shall provide proof of commercial general liability insurance. The limits for all such parties shall be at the levels set forth in Exhibit B hereto.

BGC agrees to defend, indemnify and hold harmless DISTRICT and its officers, officials and employees from and against any and all claims, demands, loss, liability, cost or expense, including attorney's fees, arising out of the performance of BGC obligations under this agreement to the extent that such claims arise from any negligent or intentional acts, omissions of BGC, its officers, agents, or employees.

DISTRICT agrees to defend, indemnify and hold harmless BGC and its officers, officials and employees from and against any and all claims, demands, loss, liability, cost or expense, including attorney's fees, arising out of the performance of DISTRICT's obligations under this agreement to the extent that such claims arise from any negligent or intentional acts, omissions of DISTRICT, its officers, agents, or employees.

## **PERMITS AND LICENSES**

DISTRICT, its employees, and its agents shall secure and maintain valid permits and licenses and certifications that are required by law for this agreement.

## **SCHOOL BUS REQUIREMENTS**

All buses used under this Agreement will be approved school buses, as required by applicable laws, including the standards of construction as established by Federal Motor Vehicles Safety Standards Numbers 217, 220, 221 and 222.

All buses are equipped with complete safety equipment in good working condition as required for the particular chassis provided.

Child Safety Restraint Systems (CSRS) shall be provided for passengers, if in the sole discretion of DISTRICT, they are desirable because of the physical condition or age of students being transported.

Regular preventive maintenance and inspections as approved by the bus manufacturer, the California Highway Patrol and industry standards shall be practiced on all buses. Preventive maintenance shall include but not be limited to 3,000-mile/45-day safety inspections. These services are in addition to all maintenance required to be performed by the bus manufacturer. Buses will be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made promptly after such damage occurs.

## **ROUTING AND EQUIPMENT**

The DISTRICT driver has the responsibility for the school bus. The driver may consult regarding the best route to take; however, the driver has the responsibility of final approval of the route.

Any equipment, baggage or other items brought on the bus by participants must be capable of being fully stowed on the bus. At no time may any item block an aisle, window or emergency exit.

## **TRANSPORTATION FEES**

BGC shall pay for the driver's salary and bus(es) operational costs. Included in the costs will be one-half hour for check-out procedures and one-half hour for cleaning the inside of the bus and refueling, tolls, parking fees, all travel time and miles related to the service and/or other fees related to the event.

Unless otherwise agreed upon through a written quote, DISTRICTS's initial fee schedule shall be as follows for time and mileage:

**\$50 per day, per driver, non-cancelable upon dispatch from DISTRICT, Monday through Friday.**

If BGC cancels within 24 hours of the scheduled service or not later than 7:00 a.m. on the day bus transportation services are scheduled, then DISTRICT will not charge the minimum amount.

It is understood that all service fees for service or equipment rental included in this Agreement may be adjusted periodically by DISTRICT, effective immediately upon written notification to BGC, as confirmed received.

### **DISPUTE RESOLUTION**

Any disputes concerning terms and conditions of this Agreement or performance thereunder shall be settled by mutual Agreement of the parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties may agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration.

### **Each party is responsible for complying with all laws and requirements.**

The employees of the DISTRICT and BGC are not the employees of the other party, respectively.

This Agreement shall be effective for one (1) year. This Agreement may be renewed by DISTRICT and BGC for two (2) additional one (1) year periods upon agreement and written notification.

This Agreement may be terminated for convenience at any time by either party, effective immediately upon written notification to the other party, confirmed via facsimile transmission.

**CYPRESS SCHOOL DISTRICT**

**Boys & Girls Club of Cypress**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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## SERVICE AGREEMENT FOR TRANSPORTATION SERVICES

### Exhibit A – Trip Request Form

Date of Request: \_\_\_\_\_ Submitted by: \_\_\_\_\_

For Month of: \_\_\_\_\_

Specific dates: \_\_\_\_\_

The following transportation routes are available to choose from. Please circle the school names for all desired trip route(s).

	ARNOLD		KING		LUTHER*		VESSELS*	
# of students	30-40		14		30-40		40	
Pick-up Times	M/Tu/W/F 2:35pm	Th 1:05pm	M/Tu/W/F 2:35pm	Th 1:05pm	M/Tu/W/F 3:05pm	Th 1:35pm	M/Tu/W/F 3:25pm	Th 1:55pm
Drop-off Times	M/Tu/W/F 2:55pm	Th 1:25pm	M/Tu/W/F 2:55pm	Th 1:25pm	M/Tu/W/F 3:15pm	Th 1:45pm	M/Tu/W/F 3:35pm	Th 2:05pm

\*30 minutes after bell

Students will be picked-up after-school and transported to:

Boys & Girls Club of Cypress  
10161 Moody Street  
Cypress, CA 90630

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## SERVICE AGREEMENT FOR TRANSPORTATION SERVICES

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### Exhibit B – Insurance Requirements for Bus Transportation

**Boys & Girls Club of Cypress** shall procure and maintain for the duration of the contract 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 and the results of that work by the **Boys & Girls Club of Cypress**, her/his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if **Boys & Girls Club of Cypress** has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$5,000,000** per accident for bodily injury or disease.
4. **Sexual Abuse or Molestation:** Limit no less than **\$1,000,000** per occurrence.

If the **Boys & Girls Club of Cypress** maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the **Boys & Girls Club of Cypress**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

#### Other Insurance Provisions

The General Liability and Auto Liability insurance policies are to contain, or be endorsed to contain the following provisions:

#### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the **Boys & Girls Club of Cypress** and on the General Liability, Auto Liability and Sexual Abuse and Molestation policies with respect to liability arising out of work or operations performed by or on behalf

of the **Boys & Girls Club of Cypress** including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **Boys & Girls Club of Cypress's** insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

#### **Primary Coverage**

For any claims related to this contract, the **Boys & Girls Club of Cypress**'s insurance coverage shall be primary insurance as respects to the DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the **Boys & Girls Club of Cypress**'s insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

#### **Waiver of Subrogation**

**Boys & Girls Club of Cypress** hereby grants to District a waiver of any right to subrogation which any insurer of said **Boys & Girls Club of Cypress** may acquire against the District by virtue of the payment of any loss under such insurance. **Boys & Girls Club of Cypress** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the **Boys & Girls Club of Cypress** to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

#### **Verification of Coverage**

**Boys & Girls Club of Cypress** shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to work beginning shall not waive the **Boys & Girls Club of Cypress**'s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.