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BUSINESS SERVICES

Every Student, Every Moment, for Every Opportunity

SERVICE AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT is made effective on 28 July 18, and it is made by and between the CYPRESS SCHOOL DISTRICT (hereinafter called "DISTRICT") and Cypress Community Festival.

RECITALS

WHEREAS, DISTRICT and Cypress Community Festival 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 Cypress Community Festival. 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

Cypress Community Festival shall provide proof of Comprehensive General Liability, Commercial Automobile and Garage Liability Insurance. The Cypress Community Festival 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.

Cypress Community Festival 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 Cypress Community Festival obligations under this agreement to the extent that such claims arise from any negligent or intentional acts, omissions of Cypress Community Festival its officers, agents, or employees.

DISTRICT agrees to defend, indemnify and hold harmless Cypress Community Festival 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

Cypress Community Fest 191 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:

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

(See Exhibit A for hourly rate information)

If Cypress Community Festival 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 Cypress Community Festival 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 Cypress Community Festival 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 Cypress Community Festival 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

Date: 6/8/18

Date: 6/8/18

Signature: Bruce Troutman

Signature: Tim McLellan

Print Name: Bruce Troutman

Print Name: Tim McLellan

Title: Vice Chair Cypress Community Festival

Title: Asst. Superintendent



CYPRESS SCHOOL DISTRICT

Every Student, Every Moment, for Every Opportunity

SERVICE AGREEMENT FOR TRANSPORTATION SERVICES

Exhibit A – Trip Request Form

Date of Request: 08/12/18 Submitted by: Bruce Troutman

For Month of: July 18

Specific dates: 28 July 18

Hourly Rate reduced to \$50/hour x 8 hours = \$400.00

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

	Name of Site		Name of Site		Name of Site		Name of Site	
# of students	CAXXen/Back		Cypress Library		Oxford H.S.		Luther Day Saints Church	
Pick-up Times	9:00 AM CONTINUOUS						5:30 PM	
Drop-off Times	CONTINUOUS							

*30 minutes after bell

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

- Name of Organization-
- Address-
- City, Zip-

Comments: 818 434-8586 Bruce Troutman

Signature: [Signature] Date: 08/12/18