

HEMET UNIFIED SCHOOL DISTRICT
1791 W. Acacia Avenue
Hemet, CA 92545

AGREEMENT FOR SERVICES

This Agreement, made and entered into July 1, 2018 by and between Hemet Unified School District, hereinafter referred to as "HEMET" and Beverly Hills Unified School District, hereinafter referred to as "BEVERLY HILLS";

WHEREAS, HEMET and BEVERLY HILLS are mutually interested in and concerned with the provision of adequate transportation services; and

WHEREAS, it is to the mutual benefit of the parties herein and in the best public interest of said parties to join together to establish this Agreement to accomplish the purpose hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is an economic and service improvement need by both agencies for HEMET to provide a complete system, including a centralized service to accomplish the purpose of this Agreement hereinafter set forth; and

WHEREAS, it has been determined by such signatories that this Agreement is of value on an individual and mutual basis; and

WHEREAS, a common transportation operation can adequately serve the needs of all such signatories.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY PUBLIC EDUCATIONAL AGENCIES, each of the parties hereto does agree as follows:

WITNESSETH:

1. HEMET agrees to provide Transportation services on an on call / as needed basis for transportation services, whereas said equipment and personnel is available by HEMET.
2. HEMET further agrees to assign a proper staff member and equipment to render the services, and such staff member(s) shall hold the proper credentials.
3. For and in consideration of the services rendered, BEVERLY HILLS agrees to pay HEMET the following fees and charges:
 - A. School Buses
 - a. \$ 510.00 per bus, up to 5 hours and 100 miles
 - b. \$ 102.00 per bus, per each additional hour
 - c. \$ 2.50 per bus, per each additional mile

4. All trip invoices will be charged portal to portal, and include all time necessary to complete bus checkout, cleaning and completion of statutory paperwork. HEMET shall use its best efforts to provide the services from the closest based bus terminals to BEVERLY HILLS. However, if the requested trips on a given day exceed the resources available due to high demand HEMET shall schedule bus(es) from the next closest facility with resources available.
5. Trips cancelled less than 24 hours prior to the scheduled trip pick up time will be charged a cancellation fee equal to that as outlined in Section 3(A)(a).
6. If the weekly U.S. average gasoline prices, as defined by the U.S. Energy Information Administration (division of the U.S. Department of Energy), for the State of California, exceeds \$4.75 per gallon, a fuel surcharge will be applied at a rate of \$12.50 each day for each \$0.25 increment above \$4.75 per gallon.
7. All monies accruing to HEMET from BEVERLY HILLS under the terms of this agreement shall be payable as follows:

HEMET shall submit monthly invoices to the attention of BEVERLY HILLS. BEVERLY HILLS shall make reasonable efforts to assure payment within 30 days of receipt of invoices.

8. The term of this agreement shall be July 1, 2018 to and including June 30, 2019.
9. It is agreed that HEMET or any employee or agent of HEMET is acting as an independent and not as an agent or employee of the BEVERLY HILLS.
10. HEMET certifies that HEMET is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.
11. The performance of work under this contract may be terminated by HEMET in accordance with this clause, in whole, or from time to time in part:
 - a. Whenever HEMET fails to receive timely payments with a mutually agreed upon time frame by both parties.
 - b. Whenever for any reason BEVERLY HILLS or HEMET determines that such termination is in his best interest. Any party making such determination shall provided the other party written notice of termination stating whether the termination is in whole or in part. Either party shall provide thirty (30) days notification of such termination.
12. CERTIFICATES OF INSURANCE:

Commercial General Liability

HEMET shall furnish to BEVERLY HILLS a Certificate of Insurance, issued by an insurance carrier licensed to write general liability insurance in the State of California and have an AM Best Rating of A or higher, stating liability insurance is presently in effect of not less than \$1,000,000 Each Occurrence, \$4,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising Injury Limit.

The Certificate(s) of Insurance must provide the following requirements:

a. Cancellation/Change language:

That the insurer will not cancel or make material changes to the insured's coverage without (30) days prior written notice to BEVERLY HILLS; and

b. Additional Insured language:

Shall apply to both General Liability and Auto Liability, naming BEVERLY HILLS, its officers, agents, employees, and servants are included as additional insured.

HEMET agrees that the automobile liability insurance provided shall be in effect at all times during the term of the contract. In the event insurance coverage expires at any time or times during the term of the contract, the HEMET agrees to provide a new Certificate of Insurance to:

Beverly Hills Unified School District
255 S. Lasky Drive
Beverly Hills, CA 90212

New Certificates of Insurance are subject to the approval of BEVERLY HILLS. HEMET agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, BEVERLY HILLS may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

Employers Liability limits of \$1M/\$1M/\$1M which is also included and made part of the Workers Compensation coverage.

WORKER'S COMPENSATION INSURANCE:


- a. Shall furnish to BEVERLY HILLS a Certificate of Insurance, issued by an insurance carrier licensed to write worker's compensation insurance in the State of California and have an AM Best Rating of A or higher, including the name of the carrier and the date of expiration of the insurance, or a certificate to self-insure, issued by the California Department of Industrial Relations with Employers Liability limits of \$1M/\$1M/\$1M.
- b. HEMET shall be required to secure the payment of Worker's Compensation to his/her employees in accordance with the provisions of Labor Code Section, 3700.
- c. HEMET shall place into effect and maintain enforce such insurance for claims under Workers' Compensation acts and from any other claims for damage to property or personal injury including death, which may arise from operations under this contract, and will hold the State, its officer, employees and agents harmless from all liability for such claims.

13. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees, unless said loss is a result of negligence.
14. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by HEMET without the prior consent of BEVERLY HILLS.
15. BEVERLY HILLS will be charged for all damage to HEMET buses during transportation trips. HEMET will make every effort to assist in identifying responsible parties and assist with all collection efforts by BEVERLY HILLS.
16. This agreement may only be modified in writing by the mutual consent of the parties hereto, changes in prices, administrative changes and changes require by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

HEMET UNIFIED SCHOOL DISTRICT
1791 W. Acacia Avenue
Hemet, CA 92545

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
255 S. Lasky Drive
Beverly Hills, CA 90212

Signed 
Vince Christakos
Assistant Superintendent
Business Services

Signed 
Authorized Signature

Date 6-20-2018

Date 5/8/18