



TRANSPORTATION SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made and entered into this ___ day of _____, 20___ by and between Oxnard Union High School District (hereinafter referred to as “LEA”) and [insert Service Provider Name], (hereinafter referred to as “Provider.”)

PROVIDER.

_____ Provider	_____ Telephone Number
_____ Street Address	_____ Fax Number
_____ City, State, Zip code	_____ E-mail Address
_____ Tax Identification or Social Security Number	_____ License Number (if applicable)

- A. LEA desires to engage Provider services as described on “Statement of Work” which is attached hereto and incorporated herein by reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until LEA returns a signed copy of this Agreement.
2. **LOCAL EDUCATIONAL AGENCY OR SCHOOL CLOSURE**

In the event that the schools within the LEA, or any one or more of them, are closed due to any lawful reason, including in response to governmental orders or advisories, or to protect the health, safety and welfare of students and employees, or by reason of any emergency, and Provider is notified that it does not need to provide the transportation services recited,

the LEA shall not be charged or required to pay for any transportation services, staffing and contractors, overhead, transportation vehicle availability, or any other related costs during the closure period. In addition, if the LEA is either required to rely on remote learning in lieu of student attendance at the time of commencement of classes or any time during the school year, the LEA shall notify Provider of its service needs, and shall not be charged or required to pay for transportation services, staffing and contractors, overhead, transportation vehicle availability, or any other related costs it does not need or utilize. And if the LEA is open but for any reason has both remote learning and in-school instruction which reduces transportation service needs, the LEA shall be entitled to reduce and modify transportation services and vehicle availability without charges for services not required or vehicles not utilized for all day services, and shall only be billed for transportation services provided, drivers and staff used, and adjusted actual costs for reduced services received. LEA shall also furnish notice to Provider of school reopening plans, including phases and any interruptions in reopening schedules, and Provider agrees to furnish transportation services as needed by LEA with cost reductions for unused vehicles, changes in routes, frequency or other modifications requested by the LEA for its school(s). Provider agrees to cooperate with the LEA in cost reduction and utilization changes, including but not limited to working with the LEA on partial, phased, or full reopening plans to provide such services as LEA shall need under those plans.

3. HEALTH AND SAFETY REQUIREMENTS

In the furnishing of the transportation services under this Agreement, Provider agrees to comply with and observe all provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, County Department of Public Health, Governor or other state and local agencies related to schools, student transportation and operations of Provider in providing pupil transportation, including school reopening plans adopted by the LEA. Provider will, without additional cost to the LEA, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, social distancing, masks and sanitization of buses and vehicles.

4. NATURE OF RELATIONSHIP.

The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor of the LEA, and not as a partner, coventurer, agent, or employee of LEA, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of LEA or to bind the LEA in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and LEA, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable

presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to LEA employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

5. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the LEA, without breaching this Agreement or any duty owed to the LEA, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the LEA may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the LEA.

- 6. SERVICES.** Provider shall provide LEA with the services, which are described on the "Statement of Work" (the "Work" or "Services") attached hereto and incorporated herein by reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule as between LEA and Provider for providing such services and related vehicles. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of LEA, Provider and LEA shall cooperate with each other to work around such delay. However, LEA shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the LEA. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between LEA and Provider whereby the LEA can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all vehicles, tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the LEA.

7. ROUTING AND SCHEDULING.

- a. Prior to the start of any transportation services under this Agreement, the LEA shall cooperatively establish routes and schedules with Provider. The LEA reserves the right to add or delete routes or other transportation services including vehicles. Provider agrees to honor the LEA's instructions. The LEA will be responsible for the additional cost if such changes result in additional routes or time for or on existing routes.

- b. The LEA may at any time during the term of the Agreement revise routing, scheduling, or bus assignments, or other transportation services, subject to written notice to Provider.
 - c. All routes, schedules, and stops must be approved by the LEA. Any substantial change to routes by Provider must be pre-approved by the LEA with reasonable and sufficient advance notice of not less than sixty (60) days to the LEA except under emergency situations or with the LEA's prior written consent.
 - d. Every effort shall be made by Provider to maintain maximum but reasonable and acceptable vehicle and driver utilization insofar as feasibility and safety permits. Notwithstanding this provision, at all times Provider shall be solely responsible for assuring the safety and reliability of vehicle and driver utilization for pupil transportation services provided under this Agreement.
 - e. Prior to any Provider's personnel being assigned to provide any pupil transportation services or ancillary services and facilities under this Agreement, said personnel shall receive orientation from Provider on proper dealing and communication with parents, staff, pupil management, relations with the schools and the general public.
 - f. All services shall be performed, and all transportation vehicles provided, shall conform to the terms of this Agreement, and shall be provided to meet the needs of the LEA and reasonable performance satisfaction of both the LEA and Provider.
8. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2027. This Agreement may be extended by Amendment and mutual consent of both parties, in 1-year increments, up to no more than five (5) years total. This Agreement shall not automatically renew. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement, subject to direction of the LEA as to transportation services and vehicles needed, schedules and route changes, as well as closure interruption and the need for transportation services and vehicles.
9. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Notwithstanding the foregoing or any provision in this Agreement, Provider shall only bill the LEA for transportation services actually delivered to and received by the LEA including actual driver services, actual costs incurred by Provider for those services and vehicles actually used and for the time used in conformance with LEA direction as to needed transportation services, and adjustments to routes, schedule and utilization as directed by the LEA.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the LEA within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed and when they were provided. The LEA reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the LEA's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the LEA is disputed, the LEA shall

only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. As part of that process, the Provider shall furnish to LEA full and complete information on the basis for all charges during the period or for the billing in issue, broken down by actual costs incurred or other charges.

The rates set forth in "Schedule of Fees" are not set by law but are negotiable between Provider and LEA.

Notwithstanding the foregoing, the LEA shall not be responsible for payment to Provider for payment for services which are not provided, for vehicles not used, for drivers, staff and routes not needed, for changed routes, overhead and for transportation services which are directed by the LEA to be removed or changed in accordance with the provisions of this Agreement.

10. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the LEA, which may be withheld by the LEA in its sole and absolute discretion. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the LEA. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the LEA, in its sole discretion, to terminate the Agreement.
11. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the LEA, become LEA property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or as otherwise provided in this Agreement. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

12. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;

- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the LEA and the Provider as follows:

Local Educational Agency	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code
E-mail Address	E-mail Address
Telephone	Telephone

- 13. **WARRANTY.** Provider hereby warrants to LEA that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. On written notice from LEA of any breach or failure to do so, Provider shall immediately act to rectify any performance shortfall and conform to the highest industry standards in performance.
- 14. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the LEA, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the LEA in the following manner:
 - a. A letter outlining the changes shall be forwarded to the LEA by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the LEA and executed by all of the parties before any performance of such services or the LEA shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

15. **COMPLIANCE WITH LAWS.**

- a. In addition to Section 3 requirements, Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
- b. Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described. Licenses and documentation include:
 - 1) School Bus
 - California Commercial Driver License,
 - School Bus Endorsement,
 - Passenger Endorsement,
 - CDE T-01 Training Verification,
 - Health Certificate.
 - 2) School Pupil Activity Bus (SPAB),
 - California Commercial Driver License,
 - Passenger Endorsement,
 - CDE T-01 Training Verification,
 - Health Certificate.
- c. Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:
 - Hazardous and toxic substances,
 - Hazardous waste,
 - Universal waste,

16. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

17. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including

but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional acts of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

18. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Student Transportation	\$ 5,000,000	\$ 10,000,000

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Student Transportation: \$55,000,000 combined single limit

Buses and vehicles: \$55,000,000 combined single limit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

- d. Other Coverage as Dictated by the LEA. Provider shall procure and maintain, during the term of this Agreement, the following Other Insurance Coverage:

	Each Occurrence	Aggregate
Abuse and Molestation	\$ 10,000,000	\$ 25,000,000

- e. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- f. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the LEA.
- g. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.
- h. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
- 1) General Liability
 - Student Transportation Services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- i. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- j. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the LEA. Provider shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these

costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, LEA reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

- k. **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 LEA.
- l. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the provider for all claims made.
- m. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

19. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the LEA all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school LEA are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the LEA determines that the Provider will have limited contact with students.

- a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the LEA under this Agreement.

Provider shall certify in writing to the LEA that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.

- b. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the LEA a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

20. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of LEA hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

21. DISPUTE RESOLUTION.

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

- 22. ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall

be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

23. **DOCUMENT RETENTION.** After Provider's services to LEA conclude, Provider shall, upon the LEA's request, deliver all documents for all matter in which Provider has provided services to the LEA, along with any property of the LEA in Provider's possession and/or control. If the LEA does not request LEA's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If LEA does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the LEA. At any point during the two (2) year period, LEA may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the LEA.

24. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

25. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

26. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

27. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

28. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

29. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

	<u>Oxnard Union High School District</u> Local Educational Agency	_____	Provider
By:	_____	_____	Signature
	<u>Richard Urias</u> Name	_____	Name
	<u>Asst Supt Business Services</u> Title	_____	Title
	<u>1800 Solar Drive</u> Street	_____	Street
	<u>Oxnard, CA 93030</u> City, State, Zip Code	_____	City, State, Zip Code
	<u>Richard.urias@oxnardunion.org</u> E-mail Address	_____	E-mail Address
	<u>(805) 834-1461</u> Telephone	_____	Telephone

STATEMENT OF WORK

DESCRIPTION OF WORK:

Transportation Services as outlined in RFP 687

WORK SCHEDULE:

Varies based on requested transportation

SCHEDULE OF FEES

FEES:

See RFP 687 Exhibit A Price Table

PAYMENT SCHEDULE: S

See RFP 687 Exhibit A Price Table