

Oxnard School District Transportation Services Agreement Use ONLY if both parties are covered by VCSSFA

Requisition Number

Purchase Order Number

Contract Number

This Transportation Services Agreement (the "Agreement") is made and entered this into by and between (hereinafter referred to as "Provider Local Educational Agency") and OXNARD SCHOOL DISTRICT (hereinafter referred to as "District" or "Recipient LEA"). Provider LEA and Recipient LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

| | OXNARD S | SCHOOL DISTRICT | |
|-------------------------------------|--------------------|--|--|
| Provider Local Educational Agency | Recipient LEA | Recipient LEA | |
| | <u>1051 South</u> | A St. | |
| Street Address | | Street Address | |
| | Oxnard, CA | 93030 | |
| City, State, Zip code | | City, State, Zip code Telephone Number Contact Name Contact E-mail Address | |
| Telephone Number | Telephone Nu | | |
| Contact Name | Contact Name | | |
| Contact E-mail Address | Contact E-mai | | |
| SERVICES | | | |
| Description of Services | | | |
| Date(s) of Service | Hour(s) of Service | Destination | |
| FEES | | | |
| Compensation for Services | | \$ | |
| Other Ancillary Cost, as applicable | | \$ | |
| Total not to Exceed | | \$ | |

PAYMENT. Recipient LEA will pay Provider LEA after receipt of an invoice, net 30 days.

CONDITIONS. Provider LEA will have no obligation to provide services until Recipient LEA returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The Parties agree the relationship created by this Agreement is that of independent contractor. The Parties understand and agree that the Provider LEA, agents, employees, or subcontractors of Provider LEA are not entitled to any benefits normally offered or conveyed by District to District employees. The Parties understand and agree that the District agents, employees, or subcontractors of District are not entitled to any benefits normally offered or conveyed by Provider LEA to Provider LEA employees.

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.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of both of the Parties to this Agreement and may be terminated by either Party for any reason by giving the other party 30 days advance written notice.

DISPUTE RESOLUTION. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The Parties agree that, in the event of any unresolved dispute under the agreement, the parties shall enter mediation or binding arbitration. Arbitration will be conducted pursuant to the rules of the American Arbitration Association and California code of Civil Procedure sections 2025 and 2031. The cost of mediation or binding arbitration shall be borne equally by the parties.

INDEMNIFICATION. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

INSURANCE. Provider LEA and District each participate in the VCSSFA, and therefore collectively self-insure for workers' compensation, general liability, automobile liability, property coverage, and automobile physical damage coverage under the VCSSFA self-insurance programs.

Nature of Agreement. 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.

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.

Signature Authority. Recipient LEA represents and warrants that Recipient LEA has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

| | OXNARD SCHOOL DISTRICT | |
|-----------------------------------|------------------------|--|
| Provider Local Educational Agency | Recipient LEA | |
| Authorized Signature | Authorized Signature | |
| Name | Name | |
| Title | Title | |
| | 1051 South A St. | |
| Street Address | Street Address | |
| | Oxnard, CA 93030 | |
| City, State, Zip Code | City, State, Zip Code | |
| E-Mail Address | E-Mail Address | |
| | | |
| Telephone | Telephone | |
| | | |

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