

Hamshire Fannett ISD
AGREEMENT FOR FURNISHING
STUDENT TRANSPORTATION SERVICES

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HAMSHIRE-FANNETT ISD

AGREEMENT FOR FURNISHING STUDENT TRANSPORTATION SERVICES

This Agreement, dated the 1st day of July 2021 in the County of Jefferson, State of Texas, is by and between Hamshire Fannett Independent School District hereinafter referred to as the "District", and All Aboard Texas School Transportation, L.L.C. hereinafter referred to as "Contractor".

WITNESSETH:

The District and the Contractor, for the consideration stated herein, agree as follows:

1.0 SCOPE OF AGREEMENT:

The Contractor shall operate and maintain all equipment necessary for the transportation of students to and from schools maintained by the District and on other District approved trips, including the use of said equipment during a District declared emergency.

2.0 AGREEMENT DOCUMENTS:

The Agreement documents shall include all service proposals, proposal forms, qualification information, insurance certificates, this Agreement and amendments thereto, by this reference incorporated herein. In the event there is a conflict between the provisions of this Agreement and the service proposals, proposal forms, qualification information, and/or insurance certificates, the provisions of the Agreement shall prevail.

3.0 TERM OF AGREEMENT:

The initial term of this Agreement shall be from July 1, 2021 through June 30, 2022. At the sole option of the District, this Agreement can be renewed for two (2) additional 1- year terms. In order to exercise the option term, the District must notify the Contractor not less than sixty (60) days before the end of the then-current term.

4.0 TIMELINE SCHEDULE:

The Contractor, within Thirty (30) days after execution of the Agreement by both parties, shall furnish the District with a schedule acceptable to the District detailing the following:

- a. Acquisition and replacement of necessary equipment.
- b. Acquisition of facilities.
- c. Hiring of supervisory personnel.
- d. Hiring of maintenance personnel.
- e. Hiring and training of drivers.
- f. Driver route orientation.

Items (b) through (e) must be accomplished at least two (2) weeks prior to the first day of school. Time shall be of the essence in the performance of this Agreement.

5.0 EQUIPMENT STANDARDS:

Equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including (among others) federal and state minimum standards governing school transportation vehicles.

6.0 INSURANCE AND HOLD HARMLESS REQUIREMENTS:

6.1 During the term of this Agreement, Contractor shall carry a General Liability Insurance Policy and Automobile Liability Insurance Policy, personal injury, broad form property damage, blanket contractual owned, non-owned and hired automobile liability coverage, with the limits shown below. The District and its Trustees, officers, agents and employees shall be included on said policy as additional insured. Contractor shall provide the District with certificates of insurance indicating such coverage prior to beginning of any activities under this Agreement.

GENERAL LIABILITY:

	Limits
A. Commercial General Liability	
1. General Aggregate	\$ 2,000,000
2. Personal and Advertising Injury	\$ 1,000,000
3. Each Occurrence	\$ 1,000,000
4. Fire Damage (any one fire)	\$ 100,000
5. Products – Comp/OP Agg	\$1,000,000

AUTOMOBILE LIABILITY:		Limits
B. Commercial Auto Liability		\$ 1,000,000
	Any Auto (includes all owned, scheduled, hired and non-owned autos.)	
C. Garage Liability		\$ 1,000,000
D. Auto Physical Damage Specific Cause of Loss		
	Liability (includes fire, lighting, explosion, theft, windstorm, hail, earthquake, flood, mischief, vandalism, and sinking, burning, collision or derailment of any conveyance transporting any auto	
		\$ 1,000,000

EXCESS LIABILITY:

	Limits
Umbrella Form	
1. Each Occurrence	\$ 4,000,000
2. Aggregate	\$ 4,000,000

6.2 The Contractor shall provide, during the term of this Agreement; workers' compensation insurance, including employer's liability coverage, in the amount required by Texas state law for all employees engaged in work under this Agreement, as indicated below, and, in case any of its work is sublet, the Contractor shall require the subcontractor to provide worker compensation insurance for all the latter's employees, evidence of which shall be filed with the District prior to any subcontractor performing work hereunder. The Contractor shall file with the District certificates evidencing such insurance.

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 1,000,000
Disease - Each Employee	\$ 1,000,000
Disease - Policy Limit	\$ 1,000,000

6.3 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS PAST, PRESENT AND FUTURE TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, INSURERS, REPRESENTATIVES, AND ATTORNEYS, ALL IN BOTH THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES ("INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES FOR INJURY OR DEATH OF ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITEES, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF ANY INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF THE INDEMNITEES IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF THE INDEMNITEES AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH THE INDEMNITEES AND CONTRACTOR ARE ALL PARTIES. THE CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF INDEMNITEES AND IN THE NAME OF INDEMNITEES, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE.

7.0 ASSIGNMENT OF AGREEMENT:

Contractor shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the District.

8.0 INDEPENDENT CONTRACTOR:

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents, employees, or subcontractors. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees, shall not be entitled to any right or privileges of District employees and shall not be considered in any manner to be District employees.

9.0 TERMINATION:

This Agreement may be terminated by District at its option and without prejudice to any other remedy to which it may be entitled at law or in equity or elsewhere under this Agreement in accordance with this Article 9.

9.1 If the Contractor fails to provide transportation services as required by this Agreement, the District may immediately provide transportation services by any means necessary, including without limitation, contracting with or employing bus drivers and other personnel and using District buses and other equipment provided to the Contractor. The District may charge the Contractor the difference between the contract price and actual price of service purchased on the open market in this event. Routes cancelled by Contractor will result in a chargeback of \$150.00. Additionally, in such events, the District may deduct charges from the existing invoice totals due at the time. If Contractor's failure to provide transportation services continues for a period of five (5) school days, the District may terminate this Agreement immediately by written notice to Contractor.

9.2. The District may terminate this Agreement if Contractor should for a period of ten (10) days after written notice:

- .1 Refuse or fail to comply with any term or condition of the Agreement.
- .2 Refuse or fail to provide or perform any service required herein in a timely fashion.
- .3 Refuse or fail to provide the District with adequate equipment or properly trained personnel in such quantities as may be deemed necessary by District to provide transportation services as contracted for herein.
- .4 Refuse or fail to comply with federal and/or state laws, rules or regulations, or directives or instructions of the District.
- .5 Be adjudicated a voluntary or involuntary bankrupt.
- .6 Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs.

- .7 Make an assignment for the forfeit of creditors.
 - .8 Become insolvent or have a receiver of its assets or property appointed.
 - .9 Allow any money judgment against it to remain unsatisfied for a period of ninety (90) days or longer.
 - .10 If after written receipt of notice by District setting out specific reasons for dissatisfaction with the performance of the Contractor, Contractor fails to cure within thirty (30) days.
- 9.3 In the event of termination of this Agreement, Contractor shall, upon District's request, forthwith deliver to District the school buses provided by District to Contractor in good repair, giving due consideration to depreciation through normal use and obsolescence.

10.0 AVAILABILITY OF FUNDS FOR SUBSEQUENT FISCAL PERIODS:

Funds are not presently budgeted for performance under this Agreement beyond the end of the current fiscal year. The District shall have no liability for payment of money for performance under this Agreement after the end of any fiscal year until such funds are available and budgeted.

11.0 FORCE MAJEURE:

The parties to the Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to fire, explosion, act of God, civil disorder or disturbance, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of the party when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

12.0 EQUIPMENT REQUIREMENTS:

- 12.1 The District will own all school buses used for the provision of services under this Agreement ("School Buses").
- 12.2 The District may agree to pay for the reasonable and necessary Deferred Maintenance costs submitted for review and approval by the District within the first thirty (30) days of the agreement. The Contractor will perform the Deferred Maintenance within ninety (90) days of the Effective Date.
- 12.3 Subject to 12.2 above, the Contractor shall keep and maintain all School Buses in a safe, functional and clean operating condition at all times during the term of this Agreement at Contractor's sole expense. District may inspect School Buses at any time, with or without prior notice to Contractor.
- 12.4 During the first ninety (90) days of the first year of this Agreement, Contractor will evaluate the District's buses and prepare a comprehensive bus replacement plan for review by the District based on the bus fleet's age, capacity, mileage, maintenance history and general condition, and the District's capacity needs. The Contractor shall annually, on the anniversary date of this Agreement submit a revised replacement plan to the District.

- 12.5 .1 In the event the state, or any other governmental entity having jurisdiction, mandates, by statute or regulation, any modification to school buses during the term of this Agreement, the cost (hereinafter called the "modification cost"), if any, of such modification shall be paid by the contractor. Contractor shall be reimbursed by the District, if: (1) at least sixty (60) days prior to such modification, Contractor notifies District of (a) such mandate's requirements, and the nature and extent of the necessary modification's and (b) the cost to be incurred for such modification, and (2) District consents in writing to the modifications described. Should Contractor fail to obtain District's consent as aforesaid, Contractor shall bear the expense of any modification without reimbursement from the District.
- .2 In the event the District consents to the modification as set forth above, Contractor will be reimbursed for the actual modification costs, or in the event such costs exceed the sum of such the District has been advised by the Contractor as set forth above, the sum to which the District has consented, upon completion of the modification.
- .3 In the event the District does not consent to pay for necessary modifications costs, the Contractor has no obligation to make such necessary modifications and may terminate this contract upon the earlier of the date the District refuses to provide consent or the date the mandate is effective.
- 12.6 Contractor shall maintain, repair, and replace, as necessary with an upgraded system, all two-way radios on all buses at Contractor's cost, which such systems must first be approved by the District, including spare buses. Contractor shall monitor a radio base station in Contractor's facility during all time periods that regular routes are operating. All two-way radios and communication systems shall stay in the District at the termination of this Agreement.
- 12.7 All buses are equipped with cameras and video-taping equipment which shall be maintained by Contractor. A minimum of three cameras are provided for each bus. One camera is focused on the drive, one camera is focused on the students, and one camera is focused outside. The Contractor shall be required to maintain, repair, upgrade, and replace as necessary with an upgraded system, all video cameras/ video surveillance systems, on all buses at Contractor's cost to meet the District's requirements for video surveillance, and such systems must be first approved by the District before installation.
- 12.8 Seat belts, car seats or harness restraints (Restraints) shall be provided for each special education passenger according to individual need as determined by the District or as required by state and/or federal law. The District will be responsible for all costs of purchasing, installing and maintaining Restraints. Contractor and the District will coordinate their efforts through the Special Education Department of the District for consultation with the specific needs of any students with disabilities.

- 12.9 The Contractor shall keep standby qualified drivers available to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism.
- 12.10 Equipment owned or leased by District and used by Contractor in the performance of Contractor's services hereunder shall be used exclusively for providing services to District. Such equipment shall not be used for any other purpose without the consent of District, which consent may be withheld for any reason.

13.0 TRANSPORTATION FACILITIES:

- 13.1 The District does own a vehicle parking, maintenance and fueling facility (the "Transportation Facility"). The District does grant use of its facility to Contractor. The Contractor must make arrangements for the maintenance and conduct of services required by this Agreement.
- 13.1 Contractor shall establish within its Transportation Facility a maintenance operation, which is sufficiently equipped and staffed to perform preventative maintenance and repairs to buses operated by Contractor under the terms of this Agreement and other transportation vehicles other than buses as requested by the District. Contractor shall provide for all mechanics to obtain training to become ASE certified.
- 13.2 Contractor shall equip accommodations at the District offices for administrative staff assigned to transportation service provided for the District, including a training classroom and adequate telephone lines and internet service to ensure prompt public access to information. Contractor shall staff the Transportation Facility during all times that students are being transported on regular routes, but no less than the hours of 7:00 AM to 5:00 PM on all days that the District offices are open for business.
- 13.3
- .1 During the term of this Agreement, the District shall maintain, operate and if necessary, repair underground and above-ground storage tanks at the Transportation Facility pursuant to all applicable federal laws and state laws and regulations now in existence and to become effective during the term of the Agreement. The Contractor shall at all times take such actions as shall be necessary for the District to qualify for reimbursement caused by spills or leaks occurring during the term of this Agreement, in connection with said above-ground fuel storage tanks.
 - .2 In connection with Contractor's use of such underground and above-ground fuel storage tanks the Contractor shall be responsible for all damages caused by spills of fuel and oils during filling of tanks and fueling of buses and vehicles occurring during the term of this Agreement; provided, the Contractor shall have no responsibility or liability to the District for spillage or leaks from the existing underground storage tanks.

13.4 CONTRACTOR AGREES TO INDEMNIFY THE DISTRICT AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, AND EXPENSE AND FROM ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, INCLUDING THE DISTRICT'S REASONABLE ATTORNEY'S FEES INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ACTION, ARISING OUT OF OR IN ANY MANNER RELATED TO THE FILLING OF FUEL STORAGE TANKS AND THE DISPOSAL OF ANY FUELS, OILS, OR OTHER MATERIALS BY THE CONTRACTOR, IT'S EMPLOYEES, AGENTS, OR ANY PERSON OR ENTITIES UNDER THE CONTRACTOR'S SUPERVISION, DIRECTION, EMPLOY, OR CONTROL INCLUDING WITHOUT LIMITATION, THE CONTRACTOR'S WILLFUL OR NEGLIGENT ACTS IN SUCH FILLING, USE, OR DISPOSAL, PROVIDED THE CONTRACTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO THE DISTRICT FOR SPILLAGE OR LEAKS FROM THE EXISTING ABOVEGROUND STORAGE TANKS OR BY VIRTUE OF THE CONDITION OF THE EXISTING ABOVEGROUND FUEL STORAGE TANKS. "DISPOSAL" AS USED ABOVE SHALL INCLUDE FUELING OF BUSES AND VEHICLES.

14.0 CONTRACTOR'S PERSONNEL:

- 14.1 Contractor shall require its drivers to be certified by the Texas Education Agency ("TEA") and in accordance with the standards and qualification promulgated jointly by the TEA and the Texas Department of Public Safety as required by law. All drivers employed by the Contractor to provide service to the District must have and maintain on their person all documentation required by federal and/or state law or regulation. District shall have the right on a continuing basis and in its sole discretion to reject any driver employed by Contractor. However, the District shall not control the means or methods of the Contractor and shall not have the power to nominate or direct the identity of the drivers employed by Contractor.
- 14.2 Drivers contracted by the District immediately prior to the start of this Agreement shall be given preference in filling similar positions with the Contractor; provided, that their qualifications are consistent with the Contractor's standards.
- 14.3 Contractor will obtain all required national Criminal History Record Information ("CHRI"), pursuant to Texas Education Code section 22.0834 and Texas Government Code 411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, if (1) the person will have continuing duties related to the Project and (2) the duties are or will be performed on Owner's property and the person(s) will or may have direct contact with students ("Covered Employee"). Contractor shall assume all expenses for obtaining CHRI. Any Covered Employee shall be disqualified and prohibited from performing any contract duties or services if that that Covered Employee has been convicted of one of the following offenses, if at the time of the offence the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"). The Contractor shall certify to the Owner in writing that it has complied with this section and that none of its Covered Employees have a Disqualifying Criminal History. Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses during the performance of this contract, Contractor will immediately remove the Covered Employee from Owner's property or other location where students are regularly

present, and notify the Owner of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of the contract.

- 14.4 Each school bus driver employed by the Contractor to provide service to the District shall be in good health. A person shall not drive a bus unless he or she is physically qualified to do so. Each driver shall undergo and successfully complete an annual physical examination in compliance with the requirements of 37 Tex. Admin. Code 14.12. The results of the examination shall be noted on the form published by the U.S. Department of Transportation in 49 CFR Part 391.41. Contractor shall not permit a driver to operate a school bus unless he or she has on his or her person the original or photographic copy of the medical examiner's Certificate 391.43 stating that the driver is physically qualified to drive a commercial motor vehicle.
- 14.5 Contractor recognizes that driver and other persons who have contact with the students must be of stable personality and high moral character. Contractor shall assure that all Contractors' personnel meet these qualifications. Contractor shall not allow any person to drive a school bus who is mentally or emotionally unstable. The use of drugs, alcohol, and tobacco, (including smokeless) while driving a school bus is prohibited. Firearms, knives, and other weapons are prohibited on school buses.
- 14.6 All drivers shall be well groomed at all times and shall wear a Contractor provided uniform shirt or windbreaker and an identification badge. Contractor shall require all drivers to have in their possession an updated route sheet, area map and timepiece while on duty so that the driver can maintain established time schedules.
- 14.7 Driver shall be permanently assigned to the same bus route whenever possible.
- 14.8 Contractor shall develop and implement a pre-employment screening program for all candidates for employment which shall include, at a minimum, making certain that: (i) the applicant is at least 18 years old; (ii) the applicant holds the appropriate class of driver's license; (iii) the applicant meets medical and physical requirements established by the DPS; (iv) the applicant has a driving record that is acceptable according to minimum standards adopted by the DPS; (v) the applicant passes a pre-employment driver's license check with the DPS; (vi) the applicant has an acceptable criminal history record; (vii) the applicant undergoes pre-employment drug and alcohol testing as required by federal law; and (viii) the applicant possesses a valid certificate stating that the driver has enrolled in, or has completed, a driver training course in school bus safety education approved by the DPS. This screening program shall be designed to assist the Contractor in determining qualifications and suitability of candidates for assignment to school bus transportation services.
- 14.9 Contractor shall establish a safety program for all drivers employed by Contractor. The program shall consist of at least ten (10) sessions per year with one (1) hour of training per session. Drivers must attend at least seventy-five percent (75%) of the sessions offered to be allowed to operate routes on District service. Contractor shall maintain records to document attendance.

- 14.10 Contractor shall conduct its training for new hire drivers in complete conformity with federal and state requirements. Records to document such training shall at all times be available for District inspection.
- 14.11 Contractor shall pay all state and federal taxes due for or by virtue of the employment of its employees, including, but not limited to, FICA taxes, income tax withholding and unemployment taxes.
- 14.12 Contractor shall conduct testing, in accordance with federal regulations, of commercial motor vehicle operators for use of alcohol or a controlled substance that violates law or federal regulation.

15.0 DRY RUNS:

At Contractor's cost, a dry run day will be conducted by the Contractor prior to opening of school each year during the term of this Agreement. All routes will be run as though it were the first day of school.

16.0 ADMINISTRATION AND SUPERVISION:

Contractor shall maintain staff as required for effective management and supervision of the transportation service provided to the District under this Agreement. Contractor shall prepare and complete all state reports in a timely fashion and provide them to the District in a timely manner, but no later than 10 days after District requests such reports.

17.0 ROUTING AND SCHEDULING:

The Contractor shall use best practices when planning and scheduling routes to provide cost efficient and effective bus transit service to the District, and shall consistently monitor the route schedule in conjunction with District needs to address potential routing inefficiencies and to make appropriate routing modifications when necessary and advisable. The Contractor shall arrange bus routes and schedules to meet the various school schedules, including, when necessary, more than one starting and dismissal time. Such routes and schedules shall provide for modified school days and differentiated calendars adopted by the various schools serving students being transported under this Agreement. If, at any time during the term of this Agreement it is determined that services may be improved by revisions to routing, reschedules or bus assignment, the District shall notify the Contractor who shall plan and institute such changes. Contractor shall change routes or drivers and increase or decrease bus capacities or services necessitated by facility, program, or population changes at the request of District. Any such revisions shall be deemed to be within the scope of this Agreement. All routes, schedules, and bus stops must be approved by the District and shall not be revised without prior written authorization by the District. Students are to be delivered to the school not more than thirty (30) minutes prior to class or program starting time, and school buses are to be immediately available to students at dismissal time. Except as approved by the District, the maximum time any student may be in transit one way shall not exceed one and one half (1 ½) hours.

18.0 UNSCHEDULED CLOSING OF SCHOOLS:

The District shall not be obligated to pay for any services hereunder on those days when the schools and classes of the District are closed to ensure the health and safety of students, or for any other lawful reason.

19.0 ACCIDENT REPORTS:

Notification of any accidents or incidents involving the Contractor's equipment or personnel or students being transported shall be made to the District at the time of occurrence, which shall include general information regarding injuries or property damage and names and school of attendance of any students involved; provided, however, such notification shall be made after the notification to any emergency services. Comprehensive written follow-up reports shall be made as soon as practicable thereafter until all the pertinent facts have been reported to the District.

20.0 DISCIPLINE ON THE SCHOOL BUS:

The school bus driver is responsible for rider discipline on the school bus as specified by law and District policy. The Contractor and the District shall jointly develop disciplinary guidelines to provide guidance to driver in this critical area. The Contractor shall ensure that its driver training includes sufficient instruction regarding such guidelines.

21.0 FIELD TRIPS AND OTHER SCHOOL SPONSORED ACTIVITIES:

Contractor agrees to provide transportation service for field trips as may be authorized by the District. The District will work with the Contractor to provide the maximum possible advance notice for upcoming field trip requirements. Field trip costs will be billed at the agreed Extra-Curricular contract price.

22.0 CANCELLATION OF SCHEDULED FIELD TRIPS:

The District shall have the option to cancel any scheduled field trip upon District notification to Contractor at least two (2) hours prior to the time of the first scheduled pickup at no charge to the District. If canceled after that time, the District shall be liable for a two (2) hours minimum charge.

23.0 FUEL:

The District shall purchase all fuel for use by the Contractor in providing transportation service required by this Agreement.

24.0 SECURITY AND SAFETY:

Contractor shall instruct driver regarding the rules and regulations applicable to safe driving on school grounds and the supervision necessary to ensure the safe loading and unloading of school buses, and shall ensure that Contractor's drivers exercise extreme caution at times when students are present.

25.0 MAINTENANCE OF DISTRICT OWNED VEHICLES:

At the District's option, the Contractor shall perform any needed repairs to District vehicles, other than the vehicles which are subject to this Agreement, at forty-five AND 00/100 DOLLARS (\$45.00) per hour plus Contractor's Parts Cost. Contractor's Parts Cost will be billed to the District at actual invoiced cost (included shipping, handling, etc.) plus 10%. Contractor should provide a monthly maintenance report including the minimum maintenance standards practiced by the Contractor. Additionally, Contractor shall implement a standard schedule for washing the buses once a week.

26.0 PAYMENT FOR SERVICE:

Not later than the fifteenth (15th) day of the month following the month in which service is rendered, the Contractor shall submit invoices in electronic format with two printed copies in the form required by the District for all service under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein for all purposes. If these invoices are submitted timely and are in order, District will pay the amount invoiced by the end of the month in which received. Bills will include a single cover page itemizing the contents of each bill and the pricing breakdown for each category. Bills will be consistent in language and data regardless for all operations. Line items within each bill must clearly be understood by the District and depict the hours worked by billed staff, the services performed, routes completed, miles billed, and hours billed for each day.

27.0 ADJUSTMENT OF RATES:

The daily and hourly school bus rates set forth in Appendix "A" attached hereto may be increased once each year on each anniversary date of this Agreement based on the U.S. Department of Labor, Consumer Price Index for All Urban Consumers, (the "CPI-U") All Items, un-adjusted twelve (12) months ended May of the previous year; provided, however, that the rates chargeable by the Contractor shall in no event be increased greater than five percent (5%) per year of this contract. The Contractor's proposal for a rate adjustment shall be submitted no later than May 1 of each year, shall contain a copy of the CPI-U, and, subject to Article 10.0 and upon approval by the District, be attached as an amendment to the Agreement.

28.0 TIME OF ESSENCE:

Time shall be of the essence in the performance of this Agreement.

29.0 REQUIRED PROGRAMS:

Contractor shall, at its expense conduct all programs required by law in a manner and on a schedule approved by District including: (a) a program to inform the public that public school students will be riding on the authority's or company's buses; (b) a program to educate the drivers of the buses to be used under the contract of the special needs and problems of public school students riding on the buses; and (c) a program to educate on bus riding safety and any special considerations arising from the use of the authority's or company's buses.

30.0 REPORTS:

Contractor shall prepare all reports regarding District's transportation system required by law and reasonably requested by District, including but not limited to the following:

- 30.1 Monthly reports to District concerning: (i) fuel consumption; (ii) fuel costs; (iii) maintenance of District's leased or owned equipment; (iv) number of students transported per route; (v) the mileage and extent of use for each District, owned or leased bus or vehicle; and (vi) extracurricular active use;
- 30.2 Annual reports containing information required for state reimbursement of the District's transportation costs. The Contractor shall pay the District the amount of any lost or reduced state revenue or penalty resulting from inaccuracy or errors in Contractor's reports.
- 30.3 Monthly performance reports containing information concerning (a) student loads (percentage of capacity), (b) on-time pickup and delivery of students, (c) distance from school requirements for ridership, (d) student walk distance from bus stops, (e) linear density, (f) cost per mile, and (g) route efficiency.

- 30.4 Annual route efficiency reports containing information concerning (a) total route mileage and total cost per mile for each type of route; (b) average ridership and average miles per rider, (c) size of bus assigned to the routes; (d) percentage of bus capacity; (e) linear density; (f) costs compared to similarly situated school districts; (g) operating cost per student enrolled; (h) operating cost per rider for regular education and special education; (i) ridership as a percent of total enrollment; (j) total cost per bus; (k) total cost per mile; and (g) recommendations for increased route efficiency.
- 30.5 Further, Contractor shall furnish District with the number and form of invoices reasonably required by the District, including the information contained in such invoices, the types of transportation billed, days of service, charges per bus, costs per route, and all such other information as may be reasonably requested or required by District.
- 30.6 The District may require additional items be included in any report, or may require an additional separate report. Upon notification to the Contractor of the District's reporting request, Contractor shall provide such report(s).

Such reports shall be provided to District in a timely manner, but no later than 10 days after District requests such reports.

31.0 QUALITY CONTROL:

The District shall conduct formal inspections of the facilities and the services provided once a month. Contractor's Operations Supervisor shall accompany the District's representative during inspections.

32.0 WAIVER:

The waiver of a breach of any provision of this Agreement by the District shall not constitute a waiver of any subsequent breach of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

33.0 PERMITS AND LICENSES:

The Contractor shall secure and maintain all necessary permits and licenses that are required by law for the execution of this Agreement.

34.0 CONTRACTOR COMPLIANCE:

Contractor shall comply with all applicable federal and state laws, rules and regulations and all District policies as they exist or may be amended. If any provision of this Agreement is contrary to any federal or state law, rule or regulation or District policy as it exists or may be amended, then the federal and/or state law, rule or regulation and/or District policy shall control.

35.0 IDENTIFICATION OF SCHOOL BUSES:

Contractor shall cause to be lettered on each school bus used for service hereunder the name of "Hamshire Fannett Independent School District" in such location and in such size and color as approved by the District.

36.0 PLACE OF PERFORMANCE:

This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Jefferson County, Texas.

37.0 NOTICES:

Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses of the parties are:

If to "District":

Hamshire Fannett Independent School District
Attn: Dr. Dwaine K. Augustine
12702 2nd Street
Hamshire, Texas 77622

If to "Contractor":

All Aboard Texas! LLC
6425 Coronation Drive
Corpus Christi, TX 78414

38.0 NO THIRD PARTY BENEFICIARY:

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

39.0 NO WAIVER OF IMMUNITY:

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is a consent to suit.

40.0 SEVERABILITY PROVISIONS:

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never been a part of this contract; and (iii) the remaining provision of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from the Agreement.

41.0 NO BOYCOTT:

Pursuant to Texas Government Code Chapter 2270, Contractor represents and warrants to the District that the Contractor does not boycott Israel and will not boycott Israel during this term of this Agreement.


42.0 ENTIRE AGREEMENT OF PARTIES:

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the performance under this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.


FOR THE DISTRICT

HAMSHIRE FANNETT INDEPENDENT
SCHOOL DISTRICT

By: 
Name: Dwaine K. Augustine, Ed.D.
Title: Superintendent

FOR THE CONTRACTOR:

ALL ABOARD TEXAS! LLC

By:  7/1/21
Name: Kory Graham
Title: Director of Operations

APPENDIX "A"
AGREED UPON
FINANCIAL
TERMS

The total amount for contracted services is as follows: Nine Hundred Eighty-one Thousand Eight Hundred Thirty-five Dollars and Forty-four Cents (**\$981,835.44**). This agreed upon price shall be inclusive of all bus parts, insurance, and technology software.

The total contracted sum is based on the established rates described below. Daily Rate includes the first four (4) hours of service each day. Each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Respondent to add and delete buses to or from service at the rates specified below.

Regular and Special Education

Home-to-School Transportation Normal District School Year *

***All Prices subject to yearly CPI Increases**

Based on four (4) hours:

<u>Daily Bus Rate</u>	<u>Daily Rate</u>	<u>Hourly Rate</u>
	\$ <u>262.20</u>	\$ <u>40.34</u>

Regular and Special Education

Home-to-School Transportation Extended District School Year*

***All Prices subject to yearly CPI Increases**

<u>Daily Bus Rate</u>	<u>Daily Rate</u>	<u>Hourly Rate</u>
	\$ <u>262.20</u>	\$ <u>40.34</u>

The District requires the Respondent to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted above shall apply to all transportation services provided after the conclusion of the District's normal school year.

In addition to home-to-school transportation, the District expects the Contractor to provide transportation services in support of other District-related activities. If the District requests bus service that conflicts with normal home-to-school service, the Contractor shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond the numbers needed to provide regular home-to-school service and will preclude the use of home-to-school vehicles.

**Additional Transportation Services:
Extracurricular Trips, Mid-Day Runs, And Other District Requested Bus Service**

	Hourly Rate	Mileage Rate	Minimum Call-out Charge
All Bus Capacities	\$ <u>40.34</u>	\$ <u>NA</u>	\$ <u>80.68</u>

Rates provided for all transportation trips shall begin and end at the transportation center, and shall include total driver's time, including time for bus pre-trip checkout, clean-up, and layover time. For driver's time in excess of forty (40) hours per week, the charge will be one- and-one-half (1 ½) times the hourly rate stated above.

Bus Monitors and Bus Aides: The District may require the use of bus monitors and/or bus aides in the performance of this contract. Billable time is to be based on total driving time, including layover time. Monitors or aides working in excess of forty (40) hours in one week shall be billed at one-and-one-half (1 ½) times the hourly rate stated.

Monitors or aides hourly rate: \$ 19.96

Performance Bond: The District does not require the Contractor to furnish a performance bond.

Rates for Video Monitors. The District may require the use of a video surveillance system.

Video surveillance system daily rate per bus: \$ N/A

Maintenance on District Non-Student Transportation: The District may require the Respondent to provide maintenance on District Non-Student Transportation Fleet.

Non-student transportation maintenance hourly labor rate: \$ 45.00

AGREEMENT FOR LEASE OF SCHOOL BUSES

Between:
Hamshire-Fannett ISD (hereinafter referred to as "the District")

- and -

All Aboard Texas, LLC, of Sherman, Texas (hereinafter referred to as "the Lessee ")
(Note: Unless the applicant is an incorporated legal entity the agreement will be made with the individuals representing the organization. Their names should be listed here and they will be individually responsible for carrying out the obligations under the agreement).

WHEREAS the Lessee wishes to use school buses owned and maintained by Hamshire-Fannett Independent School District;

AND WHEREAS the District wishes to make school buses available to the Lessee on certain terms and conditions;

NOW THEREFORE the parties hereto hereby agree as follows:

1(a) The District permits the Lessee to use the following school bus for the purpose Of any school related activity or regular home to school routes or other transportation request made by the District.

The Lessee may use the school bus during the period of July 1, 2021 to July 31, 2022.

*(Note: Specify time such as: - one-time use: specified hours/specified date;
- specified hours/specified day(s) of the week during a specified period)*

2. The Lessee shall pay \$1.00 per bus _____ to the district for use of the school bus which shall be payable on August 1, 2021.

3. The Lessee shall obtain, prior to using the school bus under this agreement, and maintain, during the term of this agreement, public liability insurance in an amount of not less than \$ 1,000,000, and shall provide proof of the policy to the District.

In the event that the school division incurs any loss or damage for which the lessee is responsible, the school division's insurers may claim reimbursement from the Lessee.
SCHOOL DIVISION LIABILITY INSURANCE DOES NOT EXTEND TO COVER THE

NEGLIGENCE OF NON-SCHOOL USERS OF THE PROPERTY. THEREFORE, IT IS REQUIRED THAT THE LESSEE ARRANGE LIABILITY INSURANCE TO COVER SUCH NEGLIGENCE.

4. The Lessee is responsible for the cost of repair or replacement of any property where the damage is caused by any person whom the Lessee has permitted to operate the school bus during the period that the Lessee is permitted to use the vehicle, and the amount of every expenditure made by the District as a result of such damage is a debt due to the District by the Lessee.

5. The Lessee hereby releases and saves harmless the District from all liability that may arise in respect of any injury to any person while on the bus, or during the operation of the school bus.

6. The Lessee shall not permit persons other than those associated with the operation of the school bus to operate or maintain the school bus in any way, shape, or form.

7. The District may revoke its approval and terminate the agreement for use if the Lessee breaches any provision of the agreement or other conditions of approval for use of the school.

8. Please see ATTACHMENT A for vehicle list.

Dated this 30th day of June 2021.

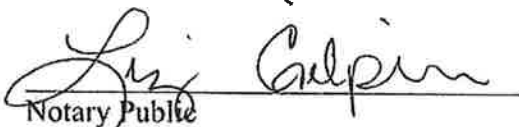
Lessee



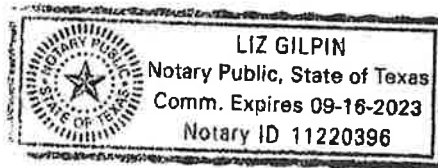
Dr. Dwaine Augustine, Hamshire-Fannett ISD

Notary Stamp and Information

Sworn to and subscribed before me:
This 30th day of June, 2021.



Notary Public



Vehicle					Registration		Garaging	Vehicle	Seating
Number	Year	Make	Model	VIN	State	Plate #	Address	Usage	Capacity
1948080	2019	International	School Bus	4DRBUC8N8KB447080	Texas	139 4993	Hamshire-Fannett ISD	School Bus	48
1948081	2019	International	School Bus	4DRBUC8N8KB447081	Texas	139 4992	Hamshire-Fannett ISD	School Bus	48
1948082	2019	International	School Bus	4DRBUC8N8KB447082	Texas	139 5002	Hamshire-Fannett ISD	School Bus	48
1970311	2019	International	School Bus	4DRBUC8NKB445311	Texas	139 5009	Hamshire-Fannett ISD	School Bus	70
1970313	2019	International	School Bus	4DRBUC8NKB445313	Texas	139 5007	Hamshire-Fannett ISD	School Bus	70
1970314	2019	International	School Bus	4DRBUC8NKB445314	Texas	139 4996	Hamshire-Fannett ISD	School Bus	70
1970315	2019	International	School Bus	4DRBUC8NKB445315	Texas	139 4987	Hamshire-Fannett ISD	School Bus	70
1970317	2019	International	School Bus	4DRBUC8NKB445317	Texas	139 4989	Hamshire-Fannett ISD	School Bus	70
1970318	2019	International	School Bus	4DRBUC8NKB445318	Texas	139 4990	Hamshire-Fannett ISD	School Bus	70
1970319	2019	International	School Bus	4DRBUC8NKB445319	Texas	139 4991	Hamshire-Fannett ISD	School Bus	70
1970321	2019	International	School Bus	4DRBUC8NKB445321	Texas	139 4995	Hamshire-Fannett ISD	School Bus	70
1970322	2019	International	School Bus	4DRBUC8NKB445322	Texas	139 4994	Hamshire-Fannett ISD	School Bus	70
1976156	2019	International	School Bus	4DRBUC8NKB445156	Texas	139 5000	Hamshire-Fannett ISD	School Bus	76
1976178	2019	International	School Bus	4DRBUC8NKB445178	Texas	139 5001	Hamshire-Fannett ISD	School Bus	76
1976179	2019	International	School Bus	4DRBUC8NKB445179	Texas	139 5008	Hamshire-Fannett ISD	School Bus	76
1976180	2019	International	School Bus	4DRBUC8NKB445180	Texas	139 4999	Hamshire-Fannett ISD	School Bus	76
1976181	2019	International	School Bus	4DRBUC8NKB445181	Texas	139 4998	Hamshire-Fannett ISD	School Bus	76
1976182	2019	International	School Bus	4DRBUC8NKB445182	Texas	139 4997	Hamshire-Fannett ISD	School Bus	76
1976183	2019	International	School Bus	4DRBUC8NKB445183	Texas	139 5010	Hamshire-Fannett ISD	School Bus	76
1976184	2019	International	School Bus	4DRBUC8NKB445184	Texas	139 5011	Hamshire-Fannett ISD	School Bus	76
1976185	2019	International	School Bus	4DRBUC8NKB445185	Texas	139 5005	Hamshire-Fannett ISD	School Bus	76
1976187	2019	International	School Bus	4DRBUC8NKB445187	Texas	139 5004	Hamshire-Fannett ISD	School Bus	76
1977789	2019	International	School Bus	4DRBUC8N3KB255789	Texas	139 5046	Hamshire-Fannett ISD	School Bus	77
2276685	2022	International	School Bus	4DRBUC8NXNB087685	Texas		Hamshire-Fannett ISD	School Bus	76
2276692	2022	International	School Bus	4DRBUC8N7NB087692	Texas		Hamshire-Fannett ISD	School Bus	76

