

**SOUTH PASADENA UNIFIED SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT WITH**

AIRPORT CONNECTION INC. dba ROADRUNNER SHUTTLE AND LIMOUSINE

THIS AGREEMENT is entered into between the South Pasadena Unified School District, insert Address, hereinafter referred to as **DISTRICT**, and **AIRPORT CONNECTION INC. dba ROADRUNNER SHUTTLE AND LIMOUSINE** 240 S. Glenn Drive, Camarillo, CA 93010, hereinafter referred to as **CONTRACTOR**.

WHEREAS, **CONTRACTOR** owns a number of motor coach certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, **DISTRICT** occasionally has a need to transport its students to various events, and

WHEREAS, **CONTRACTOR** desires to provide school or SPAB buses and school or SPAB bus drivers to transport **DISTRICT** students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **CONTRACTOR** shall provide school or SPAB buses and school or SPAB certified drivers to transport **DISTRICT** students to and from various activities as requested by **DISTRICT** and agreed to by **CONTRACTOR**. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of **DISTRICT** students.
2. **CONTRACTOR** shall perform a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by **CONTRACTOR** mechanics, **CONTRACTOR** will either send a replacement bus (es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective July 1st, 2016, and continue through June 30, 2017 unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
5. **CONTRACTOR** shall invoice **DISTRICT** for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
6. **CONTRACTOR** shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
7. During the term of this agreement, **CONTRACTOR** shall maintain the following types of insurance:
 - a. Comprehensive general liability insurance, including owned - motor vehicle liability insurance with respect to the services provided by, or on behalf of **CONTRACTOR** under this Agreement. Liability insurance for death, bodily injury and property damage shall be for no less than \$5,000,000.00 per occurrence for general liability and automobile liability. **CONTRACTOR** agrees to name the **DISTRICT**, its officers, agents, employees and volunteers as additional insureds by separate endorsement.

b. Worker's compensation insurance as required by law to protect CONTRACTOR from claims which may arise from its operations under this Agreement. Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence including a waiver of subrogation endorsement shall be presented to the DISTRICT.

c. CONTRACTOR agrees that prior to performing any service required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to DISTRICT.

8. CONTRACTOR shall hold harmless and indemnify DISTRICT, its officers, agents, volunteers and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents, volunteers or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of CONTRACTOR, while carrying out the terms of this agreement.

9. While engaged in and carrying out its obligations under the terms of this Agreement, CONTRACTOR is an independent contractor, and not an officer, agent or employee of DISTRICT.

10. CONTRACTOR is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.

11. CONTRACTOR's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in California Codes. Said drivers shall require the students to follow CONTRACTOR's rules and policies, which include but are not limited to the following:

- a. Smoking on the buses while engaged in the performance of this agreement, as well as on DISTRICT property, is not permitted.
- b. Eating, and drinking, and gum chewing are not permitted by DISTRICT students.
- c. DISTRICT students must remain seated and face forward while the bus is moving.
- d. Alcoholic beverages and dangerous drugs are not permitted.
- e. Shoes must be worn.
- f. Boisterous or loud conduct is not permitted.
- g. Bus drivers' instructions must be obeyed.

14. This agreement and the attachment hereto contain the entire understanding between CONTRACTOR and DISTRICT. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

Transportation Services Agreement between South Pasadena Unified School District & AIRPORT CONNECTION INC. dba ROADRUNNER SHUTTLE AND LIMOUSINE

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BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

AIRPORT CONNECTION INC.
dba ROADRUNNER SHUTTLE AND LIMOUSINE

By: _____

Signature

Name: _____

Print

Title: _____

Date: _____

SOUTH PASADENA UNIFIED SCHOOL DISTRICT

By: _____

Signature

Name: _____

Dave Lubs

Title: _____

Asst. Superintendent, Business Services

Date: _____

Buses (10% Gratuity/5 Hour Minimum)

22 - 25 Passenger - \$133.10 an hour (5 Hour Minimum)

28 - 42 Passenger - \$145.20 an hour (5 Hour Minimum)

46 - 54 Passenger - \$166.00 an hour (5 Hour Minimum)