

HESPERIA UNIFIED SCHOOL DISTRICT MAINTENANCE/OPERATIONS/TRANSPORTATION

DICK GARY, DIRECTOR
11107 Santa Fe Ave. East
Hesperia, CA 92345

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EMAIL richard.gary@hesperiausd.org

AGREEMENT FOR VEHICLE MAINTENANCE

This Agreement entered into this day of July 1, 2013 by and between the Hesperia Unified School District (hereinafter referred to as "District") and the City of Hesperia (hereinafter referred to as "City") hereby agree as follows:

WHEREAS, District will operate a vehicle maintenance facility for the repair and maintenance of motor vehicles;

WHEREAS, City is in need of a vehicle maintenance and repair facility in Hesperia;

WHEREAS, District wishes to assist City in the maintenance and repair of their vehicles and or equipment.

NOW, THEREFORE, it is hereby agreed as follows:

1. District shall provide vehicle maintenance.
2. District shall employ persons to perform vehicle and equipment maintenance and repair services.
3. Situations requiring overtime for mechanics to provide service for proper on-duty emergency vehicles shall be authorized by the District. All other overtime shall be on a pre-approved basis.
4. City shall pay to District a charge determined by the District for the services performed and provided. The charges shall be based on time and materials. Charges shall be recalculated no less than the beginning of each fiscal year. The District shall post a schedule of standard fees and charges for standard services.
5. City shall make payment to the District upon demand or not less than four times a year, on September 30, December 30, March 30 and June 30.
6. District shall not be responsible for any property left in vehicles to be serviced or repaired. City shall maintain liability insurance in amounts acceptable to District for all vehicles to be repaired and serviced and shall maintain liability insurance for all vehicles loaned by or through District.
7. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages including, but not limited to, claims, demands, losses, liabilities, costs and expenses including reasonable attorneys fees, resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for their negligence to the same percentage of responsibility that each party is deemed separately responsible.
8. Each party to this agreement shall maintain and provide at its own cost and expense workers compensation insurance coverage for all of its employees, agents, servants, and officers.
9. Either party may terminate this agreement upon ninety (90) days written notice.

Kevin Nichols
Maintenance Supervisor
Ext. 108

Andy Mann
Vehicle Repairs Supervisor
Ext. 118

Matt Machado
Grounds Supervisor
Ext. 102


Richard Romero
Night Custodial Supervisor
Ext 105

All invoices and work orders and/or necessary documents shall be filed at the following address of the party with the following designations:

Hesperia Unified School District
15576 Main Street
Hesperia, CA 92345
Attn: Superintendent

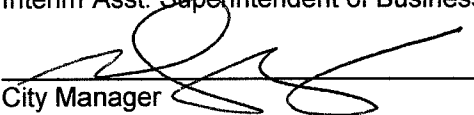
IN WITNESS WHEREOF, the parties to the agreement agree to and thereupon set their hands in execution of these terms and conditions on the date indicated below.

Hesperia Unified School District



Alan Giles,
Interim Asst. Superintendent of Business

5-13-13
Date



City Manager

5-15-13
Date

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HESPERIA UNIFIED SCHOOL DISTRICT SCHEDULE OF STANDARD FEES

The District shall provide the same schedule of maintenance procedures established for its own equipment, and shall determine the schedule of services and filter changes, and all materials to be used in accordance with District practices.

CHARGES

1. Fuel will be furnished at five cents (\$.05) per gallon above the District's actual cost.
2. Materials will be furnished at 15 percent (15%) above the District's actual cost.
3. Shop labor will be calculated at the rate of \$40.00 per hour.
4. Overtime will be calculated at the rate of \$60.00 per hour.
5. There will be a \$100.00 processing fee for any outside vendor repairs of \$1,500.00 or more.
6. There will be no mark up on parts or labor when work is performed by an outside vendor.

Prices effective July 1, 2013



Alan Giles,
Interim Assistant Superintendent - Business