



**INSURANCE, RISK MANAGEMENT, AND INDEMNIFICATION
MEMORANDUM OF UNDERSTANDING BETWEEN
POINT ARENA SCHOOLS DISTRICT, PACIFIC COMMUNITY CHARTER SCHOOL,
AND CALIFORNIA CHARTER SCHOOLS JOINT POWERS AUTHORITY (CCSJPA)**

PURPOSE OF AGREEMENT

Point Arena Schools District (PASD) will provide school bus transportation to Pacific Community Charter School (PCCS) students. PCCS obtains its Automobile Liability Insurance from CCSJPA.

INSURANCE

Automobile Liability

PCCS shall maintain automobile liability insurance, including non-owned and hired coverage with a combined single limit of \$10,000,000 per occurrence for bodily injury and property damage for any injuries to PCCS students (including death therefrom) and/or damage to the property of PCCS students in connection with the transportation of PCCS students in PASD buses. Such insurance shall name Point Arena Schools District, its elected or appointed officials, employees, agents and volunteers as additional insureds. The policy or policies shall provide that this insurance shall be primary with respect to liability for injuries (including death) and/or property damage sustained by PCCS students only, arising out of the transportation of PCCS students by PASD, and that any insurance procured by PASD, its elected or appointed officials, employees, agents and volunteers shall be excess with respect to injuries and/or property damage sustained by PCCS students, and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. PCCS' automobile liability insurance shall not be considered primary, nor shall it be required to contribute with, any other insurance policy(ies) with respect to any and all injuries (including death), and/or property damage sustained by any non-PCCS student(s) or other third parties. The JPA will have the right and the obligation to associate in the defense of the claim(s). CCSJPA on behalf of PCCS will also cover medical expenses incurred by PCCS students under Automobile Medical Payments.

Proof of Insurance

PCCS shall annually furnish PASD with an original Certificate of Insurance and amendatory endorsement(s) affecting coverage required by this Agreement. All Certificates of Insurance and related endorsements are to be received and approved by PASD before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. PASD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the Memorandum of Understanding at any time.

INDEMNIFICATION

PCCS shall indemnify, defend and hold harmless PASD, its elected or appointed officials, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the

Board of Trustees

Leslie Bates – Cynthia Cione – Jim DeWilder – Bob Gardiner
Ron Miles – Vikki Robinson – Bob Shimon



“indemnified parties”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the indemnified parties, that may be asserted or claimed by any person, firm or entity with respect to injuries and/or property damage sustained by PCCS students arising out of the transportation of PCCS students by PASD school buses.

PASD shall indemnify, defend, and hold harmless PCCS, the California Charter Schools Joint Powers Authority (CCSJPA) and their respective elected or appointed officials, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the “indemnified parties”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the indemnified parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connections with, PASD’s operation of its school buses and/or the transportation of non-PCCS students (including injuries, death and/or property damage sustained by such non-PCCS parties), unless wholly caused by the negligent or willful conduct of the indemnified parties.

LEGAL RELATIONSHIP

Pursuant to its Charter and Education Code section 47604, PCCS is operated by a non-profit public benefit corporation and is a separate legal entity from PASD. As such, PASD shall not be liable for the debts or obligations of PCCS to the maximum extent permitted by applicable law. It is agreed that it is the parties’ intent that PASD shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with PCCS. PCCS may not enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of PASD.

TERM OF AGREEMENT

July 1, 2016 through June 30, 2017 at 12:01 a.m. both days. Transportation provided to PCCS students as space is available. Extension of this Memorandum of Understanding beyond the Term of Agreement requires the written, signed acknowledgment of all parties prior to the date of expiration.

CANCELLATION OF AGREEMENT

- A. Cancellation by PCCS – The obligations of PCCS can be canceled by mailing written notice to CCSJPA and PASD stating when such cancellation shall be effective, such date to be not less than ten (10) days from the date of the written notice.
- B. Cancellation by CCSJSP – The obligations of CCSJPA can be canceled by mailing written notice to PCCS and PASD stating when such cancellation shall be effective, such date to be not less than ten (10) days from the date of the written notice.
- C. Cancellation by PASD – The obligations of PASD can be canceled by mailing written notice to PCCS and CCSJPA stating when such cancellation shall be effective, such date to be not less than ten (10) days from the date of the written notice.



NOTICE OF CLAIM OR SUIT

As a condition precedent to the rights under this Memorandum of Understanding, PASD and PCCS will provide notice of incident, claim or suit to CCSJPA as soon as practicable, but in no event later than sixty (60) days after the date of occurrence that gives rise to the claim or suit. PASD and PCCS will timely provide any and all documentation, facts, materials and/or information to facilitate defense by CCSJPA.

DISPUTE RESOLUTION

In the event PASD and/or PCCS and/or CCSAJPA are unable to come to agreement via good faith mediation as to the actual amount to be paid, each party shall name a competent and disinterested arbitrator, and the arbitrators, before proceeding further, shall appoint a competent and disinterested umpire. The arbitrators together shall calculate the amount due, and failing to agree, shall submit their differences to the umpire.

The award in writing, duly verified by the umpire and any two parties, shall determine the points in question. Each party shall pay the cost of their attorneys and chosen arbitrator and equally pro rate the cost of the umpire.

The decision by the arbitrators shall be binding, and that judgment may be entered in any court of competent jurisdiction.

AMENDMENTS

This agreement may be amended or modified in whole or part, in writing and must be signed by all parties.

NOTIFICATION

Written notification will be present through the U.S. Mail and shall be addressed as follows:

PASD
Brent Cushenbery, Superintendent
P.O. Box 87
Point Arena, CA 95468

PCCS
Sigrid Hillscan, Director
P.O. Box 984
Point Arena, CA 95468

CCSJPA
c/o Susan Bedard, Risk Manager
Community Risk Solutions, Inc.
6520 Platt Ave., #250
West Hills, CA 91307

In Agreement:

Brent Cushenbery
Superintendent
Point Arena Schools District

Sigrid Hillscan
Director
Pacific Community Charter School

Susan Bedard, Risk Manager
CA Charter Schools JPA