



**MEMORANDUM OF AGREEMENT
FOR TRANSPORTATION SERVICES
BETWEEN
KASHIA BAND OF POMO INDIANS
AND
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), made and entered into effective July 1, 2023 by and between the KASHIA BAND OF POMO INDIANS OF THE STEWARTS POINT RANCHERIA (hereinafter referred to as the “TRIBE”), and the POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "POINT ARENA") each a Party and collectively the Parties, is for the purpose of providing certain transportation services to students attending schools in POINT ARENA. The term of this Agreement shall be from July 1, 2023 to June 30, 2024 unless terminated pursuant to the terms herein.

I. TRIBE AGREES TO PROVIDE AND PERFORM THE FOLLOWING:

A. SCOPE: TRIBE shall furnish transportation services to POINT ARENA students who reside on or near the Kashia Rancheria. TRIBE shall transport these students to and from the Kashia Rancheria to the bust stop at Sea Ranch or the designated pick up/drop off destination where POINT ARENA will pick up/drop off the students. Such transportation shall be provided for each day that POINT ARENA schools are convened and in accordance with the transportation schedule agreed upon by the Parties.

B. PERMITS AND LICENSES: The TRIBE, its employees and its agents, shall secure and maintain all valid permits and licenses that are required by law for the performance of this Agreement.

C. ACCIDENT/INCIDENT REPORTS: All accidents and/or incidents involving equipment, pupils or personnel while operating under this Agreement shall be verbally reported to POINT ARENA immediately. A written report of the accident/incident involving injuries and/or potential injuries will be presented to POINT ARENA within 10 business days, and shall include, but not be limited to, all reports which are required by other regulatory and law enforcement agencies. TRIBE covenants and agrees, and shall, cooperate with and timely provide POINT ARENA such further and additional information as POINT ARENA may require relative to such accidents and/or incidents.

Board of Trustees
Sigrid Hillscan, Board President – Sal Martinez, Clerk of the Board
Bob Gardiner — Mary Visher — Aparna Wilder

Point Arena School District prohibits discrimination, intimidation, harassment (including sexual harassment) or bullying based on a person’s actual or perceived age, ancestry, color, disability, ethnicity, gender, gender expression, gender identity, genetic information, immigration status, marital status, medical information, national origin, parental status, pregnancy status, race, religion, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics..)



D. PERSONNEL: TRIBE shall comply with all applicable laws and regulations governing the safe transportation of students. TRIBE shall be responsible for properly and adequately training its personnel and ensuring that its personnel are licensed as required by law.

E. EQUIPMENT: All equipment used by TRIBE under this Agreement, shall remain the property of TRIBE, unless specifically agreed upon otherwise in writing.

F. PERSONNEL SCREENING: All TRIBE operating personnel are subject to the fingerprinting requirements of Education Code section 45125.1. TRIBE shall submit fingerprints for review by the Department of Justice and authorize POINT ARENA to receive subsequent arrest and conviction notifications.

In addition, TRIBE shall ensure that all operating personnel comply with the tuberculosis screening requirements set forth in Education Code section 49406 and Health and Safety Code section 121525, the first-aid requirements set forth in Vehicle Code sections 12517.3 and 12522, and all POINT ARENA policies that relate to transportation and child abuse reporting.

G. PUPIL DISCIPLINE: TRIBE'S operating personnel shall address all disciplinary matters in collaboration with POINT ARENA and in strict accordance with POINT ARENA policy. All discipline issues shall be reported to POINT ARENA in writing by the next school day following completion of the transportation route.

II. THE PARTIES AGREE TO THE FOLLOWING:

A. COMPENSATION: Costs for all transportation services provided by TRIBE under this Agreement shall be determined as follows:

1. TRIBE agrees to provide POINT ARENA with transportation services, drivers, vehicle, insurance and all vehicle maintenance to furnish the agreed upon transportation services under the terms of this Agreement.
2. POINT ARENA shall pay the TRIBE \$9,072.00 (Nine-thousand-seventy-two dollars), for providing the above-referenced transportation services over the course of a 180-day school year.
3. Payment for services under the terms of the Agreement shall be made as follows:
 - a. TRIBE shall invoice POINT ARENA for transportation services at the conclusion of the academic year.
 - b. POINT ARENA will assure payment within 30 days absent disputes or questions concerning TRIBE's invoice.



B. SUPERVISION: TRIBE shall ensure proper supervision of students while providing transportation services, including all embarking and disembarking of students, pursuant to this Agreement. Students shall not be permitted to disembark from any vehicle to transfer to another vehicle until such time as the second vehicle is on site.

C. INSURANCE:

Commercial General Liability and Automobile Liability

1. Each Party shall furnish to the other Party a Certificate of Commercial General Liability Insurance issued by an insurance carrier licensed to write general liability insurance in the State of California and have an AM Best Rating of A or higher, stating liability insurance is presently in effect of not less than: \$2,000,000 Each Occurrence, \$4,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising Injury Limit.

The Certificate(s) of Insurance must provide the following requirements:

a. Cancellation/Change Language:

That the insurer will not cancel or make material changes to the insured's coverage without (30) days prior written notice to all named insured; and

b. Additional Insured Language:

Each of the Party's General Liability and Automobile Liability insurance policies shall name the other Party and its officers, agents employees and servants, as an additional insured. Such coverage will be endorsed in the policy and shall be primary and non-contributory with respect to the other Party.

2. Each Party shall furnish to the other Party a Certificate of Insurance, issued by an insurance carrier licensed to write automobile liability insurance in the State of California and have an AM Best Rating of A or higher, stating liability insurance is presently in effect of not less than \$4,000,000 combined single limit per occurrence.

3. New Certificates of Insurance are subject to the approval of the other Party. Each party agrees that no work or services shall be performed pursuant to this Agreement prior to such approval.

Workers' Compensation Insurance

1. Each Party shall furnish to the other party a Certificate of Insurance, issued by an insurance carrier licensed to write worker's compensation insurance in the State of California and have an AM Best Rating of A or higher, including the name of the carrier and the date of expiration of the insurance, or a certificate to self-insure, issued by the California Department of Industrial Relations, with Employers Liability limits of at least \$1,000,000.



2. Each Party shall be required to secure the payment of Worker's Compensation to his/her employees in accordance with the provisions of Labor Code Section, 3700.

3. Each Party shall place into effect and maintain and enforce such insurance for claims under all applicable Workers' Compensation Acts and from any other claims for damage to property or personal injury including death, which may arise from operations under this Agreement, and will hold the other Party, its officers, employees and agents harmless from all liability for such claims.

D. **INDEMNITY**: Each Party shall defend, hold harmless, and indemnify the other Party, its governing board, officers, administrators, agents, employees, students, independent contractors, subcontractors, consultants and other representatives, from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense from any cause whatsoever arising from or connected with this Agreement that arise out of or result from in whole or in part, the negligent, wrongful or willful acts or omission of the other Party or any person acting under the direction and control of the other Party.

This indemnity shall survive the termination of this Agreement and/or final payment and in addition to any other rights or remedies that either Party may have under law and/or this Agreement.

E. **ROUTING/SCHEDULING**: Prior to the commencement of any service under this Agreement, the Parties shall cooperate to establish transportation routes and schedules. The Parties may agree in writing at any time during the term of this Agreement to revise routing or scheduling.

F. **TERMINATION**: Either Party may terminate this Agreement with or without cause, upon giving thirty (30) days written notice to the other Party.

G. **INDEPENDENT CONTRACTOR**: TRIBE, in the performance of this Agreement, shall be and act as an independent contractor. TRIBE understands and agrees that neither it nor any of its employees shall be considered an officer, employee or agent of POINT ARENA, and that they are not entitled to benefits of any kind or nature normally provided to employees of POINT ARENA. Each Party assumes the full responsibility for their own acts and/or omissions and the acts and/or omissions of its officers, employees or agents as they relate to the services to be provided under this Agreement.

H. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the Parties. There are no other understandings, agreements, representations or warranties, express or implied.

I. **GOVERNING LAW AND DISPUTE RESOLUTION**: This Agreement shall be deemed to be made in Sonoma and Mendocino Counties and shall be construed in accordance with the laws of the State of California subject to the laws of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria.

TRIBE does not waive its sovereignty from unconsented suit.



Any disputes that may arise out of this Agreement that cannot be resolved between the Parties shall be mediated by a professional mediator agreed upon by the Parties. If the Parties are not able to agree upon a mediator, each shall select one mediator and the two so-selected mediators shall identify a third mediator who shall preside over the mediation session(s). The mediator's fees shall be shared pro-rata among the Parties unless agreed otherwise.

J. REPRESENTATION BY COUNSEL: Each Party understands and is aware that School and College Legal Services of California have provided legal advice and service to other Party on this and other matters. Each Party has no objection to the representation of the other Party in the formation and implementation of this Agreement by the same legal counsel.

K. NONDISCRIMINATION: The Parties shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

L. EXTRA (CHANGED) WORK: Only the POINT ARENA Superintendent may authorize extra (and/or changed) work, which shall be in writing. The Parties expressly recognize that POINT ARENA personnel are not authorized either to order extra (and/or changed) work or to waive any provision of this Agreement. Failure of the TRIBE to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the Agreement price or time of performance.

M. CONFLICT OF INTEREST: TRIBE represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. TRIBE further represents that in the performance of this Agreement, no person having such interest will be employed. If TRIBE participates in the planning, development, or negotiation of a contract for the POINT ARENA, TRIBE may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

N. SEVERABILITY: If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.



KASHIA BAND OF POMO INDAINS

BY: _____

Dino Franklin
TRIBAL CHAIRMAN
KASHIA BAND OF POMO INDIANS
OF THE STEWARTS POINT RANCHERIA

DATE: _____

POINT ARENA JOINT UNION HIGH CHOOOL DISTRICT

BY: _____

Warren Galletti
SUPERINTENDENT
POINT ARENA JOINT UNION HIGH
SCHOOL DISTRICT

DATE: _____