

## VEHICLE SERVICE CONTRACT

This agreement is made and entered into by and between the Ector County Independent School District, hereinafter referred to as "the District", and the Greater Opportunities of the Permian Basin, Inc., hereinafter referred to as "Head Start".

### WITNESSETH:

WHEREAS, Head Start has a need for certain limited services; and,

WHEREAS, the parties agree that these services are capable of being provided by the District's transportation department and can be provided pursuant to the terms and conditions expressed herein; and,

WHEREAS, the considerations to be paid or provided and the public purposes to be accomplished are considered by the parties to be reasonable and fair considerations;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. SERVICES

The District's transportation department shall provide maintenance and repair services for Head Start's vehicles, as needed, for labor costs of \$30.00 per hour plus the actual cost of any and all parts and supplies used.

2. FUELING

Fueling of Head Start vehicles will be provided by the District's transportation employees or Head Start employees. Head Start vehicles shall be fueled between 6:30 a.m. – 7:30 a.m. and/or after 3:00 p.m. Monday through Friday.

3. PARKING

Parking for all Head Start vehicles will be provided by the District in such area as may be designated from time to time by the District. Initially said parking shall take place in the southeast section of the District transportation compound located at W. 8<sup>th</sup> Street and Vine Ave. Head Start employees shall initially enter said designated spaces by coming through the bus parking area through the most southerly gate located on Vine Street. The District reserves the right to change these parking areas at its sole and absolute discretion on an as-needed basis. The consideration to be paid for parking spaces shall be \$10.00 per month per vehicle.

4. TOWING

Towing of Head Start vehicles, if needed, will be provided within a 15 mile radius, on a per trip basis at the rate of \$75.00 per trip. Towing in excess of the 15 mile radius will be provided at the rate of \$75.00 per trip + \$2.02 per mile for each mile in excess of the 15 mile radius.

5. BILLING & PAYMENT

The District will calculate the cost of provisions stated herein on a monthly basis and will bill Head Start accordingly. The District shall add a surcharge of 5% of all sums due as an overhead charge. Payment shall be due fifteen (15) days from the date of said bill.

6. INDEPENDENT CONTRACTOR

In performing services under this contract, the relationship between the District and Head Start is that of an independent contractor, and the District and Head Start, by execution of this contract, do not change the independent status of the District. No term or provision of this contract or act of the District in the performance of this contract shall be construed as making the District or its employees the agents, servants or employees of Head Start, nor shall any agent, servant or employee of Head Start be considered an employee, agent or servant of the District.

7. LIABILITY

Head Start agrees to hold harmless and indemnify the District, its Board members, agents, representatives, and other employees from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of this contract.

8. LIABILITY INSURANCE

Head Start agrees to provide the District with proof of liability insurance in a form and an amount satisfactory to the District with said insurance showing the District to be an additional named insured.

9. TERM/CANCELLATION

This agreement shall be for the period of September 1, 2011  
to  
August 31, 2012. This contract may be canceled at any time by either party by the giving of a written 30 day notice to the other party.

10. PERFORMANCE OF CONTRACT

This contract and all of its terms and conditions are performable in Ector County, Texas, and should any disagreement arise to same all parties agree that venue for enforcement of any right of either party shall be in Ector County, Texas.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by District, signing by and through its Assistant Superintendent for Business Operations, duly authorized to execute same and by Head Start, acting through its duly authorized officials.

**“DISTRICT”**

Ector County Independent School District

By: \_\_\_\_\_

President of the BOARD OF TRUSTEES

**“HEAD START”**

Greater Opportunities of the Permian Basin, Inc.

By: \_\_\_\_\_