

**AGREEMENT
FOR STUDENT TRANSPORTATION SERVICES
BETWEEN THE ORANGE COUNTY SCHOOL DISTRICTS**

This Agreement is made by and between the Orange County School Districts (hereinafter referred to as "Districts") listed on Exhibit A.

RECITALS

WHEREAS, the Districts are mutually interested in and concerned with the provision of adequate student transportation services during peak demand periods;

WHEREAS, certain Districts have personnel, vehicles, equipment and support facilities which are potentially available and suitable for special education, athletic, field trip, and special event activity student transportation services;

WHEREAS, other Districts are in need of such student transportation services;

WHEREAS, all the Districts wish to avoid any disruption of student transportation services necessary for such activities; and

WHEREAS, the Districts wish to enter into a cooperative effort to provide these student transportation services on an as needed and when available basis.

NOW, THEREFORE, the Districts agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Student Transportation Services.
 - 2.1 Each District listed on Exhibit A, which is incorporated herein by reference, agrees to participate in this Agreement for the purpose of ensuring that students will be able to have transportation in the event that an emergency need arises of another District that is a party to this Agreement for special education, athletic, field trip or special event activity.
 - 2.2 When one District ("Requesting District") lacks the necessary school buses and licensed school bus drivers to transport its students for special education, athletic, field trip or special event activities, the Requesting District may contact one of the Transporting Districts listed on Exhibit A. If the Transporting District has available extra school bus(es) and licensed school bus driver(s), then the Transporting District, in its sole discretion, may provide to the Requesting District the student transportation services and Requesting District agrees to pay the rate and/or mileage set by the Transporting District.
 - 2.3 Transporting Districts have sole discretion to decide whether to provide student transportation services to a Requesting District. Any Transporting District may also be a Requesting District.

- 2.4 Each Transporting District agrees to provide approved school buses and properly licensed school bus drivers and to perform regular preventive maintenance services on their school buses.
 - 2.5 The Requesting District agrees that transportation outside of the Transporting District's normal business hours, weekends and holidays, shall be at the rate and/or mileage set by the Transporting District.
 - 2.6 Districts agree that the Transporting District shall not be compelled by this Agreement to create any new transportation routes or to hire additional school bus drivers or to acquire additional school buses to service the Requesting District's student bus transportation needs.
 - 2.7 The Districts shall cooperatively arrange for the required student transportation services and specific details of the required student transportation services shall be decided between the Requesting District and Transporting District.
 - 2.8 Districts agree that this Agreement shall not prohibit, prevent or restrict any District from entering into any separate or alternative student transportation services agreement.
3. Compensation.
- 3.1 The Requesting District agrees that the compensation for student transportation services shall be at the hourly rate and/or mileage set by the Transporting District.
 - 3.2 Each Transporting District has the sole discretion to change the hourly rate and/or mileage at any time without notice.
 - 3.3 Transporting District shall invoice the Requesting District and shall itemize costs payable by Requesting District. Requesting District shall pay Transporting District within forty five (45) days of receipt of an invoice.
4. Student Behavior Guidelines. A Requesting District shall follow the Student Behavior Guidelines established by the selected Transporting District.
5. Term of the Agreement. This term of the Agreement will be July 1, 2022, through June 30, 2027, subject to termination as set forth herein.
6. Termination. Participation in this Agreement may be unilaterally terminated by any District at any time. A District wishing to terminate shall provide thirty (30) days prior written notice to Orange Unified School District, Attention: Transportation Director, who will notify all remaining Districts to this Agreement of the decision of a terminating District and the date of effective termination. Termination by one District will not terminate this Agreement as to the remaining Districts.
7. Indemnification. A Requesting District agrees to defend, indemnify and hold harmless a Transporting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Requesting District.

A Transporting District agrees to defend, indemnify and hold harmless a Requesting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Transporting District.

8. Insurance. Each District has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each District shall be provided upon written request of any District that is a party to this Agreement.
9. Independent Contractors. Each District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any of the participating Districts to this Agreement. Each District assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each District shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to District's employees.
10. Assignment. This Agreement and the services provided herein shall not be assigned by any District.
11. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid. Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices are to be sent and the individual who will receive such notices are set forth in Exhibit A.
12. Applicable Laws. Each District agrees to comply with all laws, rules and regulations applicable to providing student bus transportation services in the State of California.
13. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.

14. Entire Agreement. This Agreement and Exhibit A attached hereto constitute the entire agreement between the Districts. However, it does not supersede any prior, current or subsequent written agreement entered into by the Districts with regard to student transportation services. This Agreement may be amended only by a written amendment executed by the Districts.

Newport-Mesa Unified School District

Print School District Name

Signature

Tim Holcomb

Assistant Superintendent, Chief Operating Officer

Print Name and Title

Date

Exhibit A
Participating Districts

Anaheim Elementary School District
1001 South East Street
Anaheim, CA 92805
Attn: Donna Wittenberg
(Transporting District)

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92803
Attn: Scott Sangren
(Transporting District)

Brea Olinda Unified School District
1 Civic Center Circle
Brea, CA 92822
Attn: CP Palazuelos
(Transporting District)

Buena Park School District
6885 Orangethorpe Avenue
Buena Park, CA 90620
Attn: Julie Valenzuela
(Transporting District)

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Jay McNamara
(Transporting District)

Centralia School District
6625 La Palma Avenue
Buena Park, CA 90620
Attn: Rosana Guerrero
(Transporting District)

Cypress School District
9470 Moody Street
Cypress, CA 90630
Attn: Teresa Lennox
(Transporting District)

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Jennifer Hawes

Fullerton Joint Union High School District
1051 West Bastanchury Road
Fullerton, CA 92833
Attn: Carina Lazcano
(Transporting District)

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attn: JD Mancha

Garden Grove Unified School District
10331 Stanford Avenue
Garden Grove, CA 92840
Attn: Matt Thomas
(Transporting District)

Huntington Beach City School District
17011 Beach Boulevard
Huntington Beach, CA 92647
Attn: Angela Robertson
(Transporting District)

Huntington Beach Union High School District
5832 Bolsa Avenue
Huntington Beach, CA 92649
Attn: Jeff Hutchings
(Transporting District)

Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: Carla Dupuis

Exhibit A
Participating Districts

La Habra City School District
500 North Walnut Street
La Habra, CA 90631
Attn: David Richardson
(Transporting District)

Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720
Attn: Ricardo Villanueva
(Transporting District)

Magnolia School District
2705 West Orange Avenue
Anaheim, CA 92804
Attn: Latasha Cobb
(Transporting District)

Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647
Attn: Jim Choate
(Transporting District)

Orange Unified School District
726 West Collins Avenue
Orange, CA 92867
Attn: Christina Celeste-Russo
(Transporting District)

Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691
Attn: Jaime Harris

Savanna School District
1330 South Knott Avenue
Anaheim, CA 92804
Attn: Jim Harris
(Transporting District)

Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
Attn: Jeff Dixon

Lowell Joint School District
11019 Valley Home Avenue
Whittier, CA 90603
Attn: Andrea Reynolds

Newport-Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626
Attn: Shelley Humphrey
(Transporting District)

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: Pat McCaughey

Placentia-Yorba Linda Unified School District
1301 East Orangethorpe Avenue
Placentia, CA 92870
Attn: Richard Jimenez
(Transporting District)

Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701
Attn: Cristina Coury

Tustin Unified School District
300 South "C" Street
Tustin, CA 92780
Attn: Sal Sanchez

Exhibit A
Participating Districts

Westminster School District
14121 Cedarwood Avenue
Westminster, CA 92683
Attn: Victor Garza
(Transporting District)