



**AGREEMENT FOR NECESSARY TRANSPORTATION SERVICES**  
**("Agreement")**

Legal Doc. No. of this signed Agreement (*Legal use only*): \_\_\_\_\_

This Agreement is entered into between the Fresno County Superintendent of Schools ("FCSS") and School District ("District").

WHEREAS, the District has a need to receive necessary pupil transportation services;

WHEREAS, FCSS previously procured transportation services via a competitive bidding process and awarded a non-exclusive contract to \_\_\_\_\_ ("Contractor") as the lowest bidder (the "FCSS Contract");

WHEREAS, the FCSS Contract contemplates that Contractor would also provide "transportation services for school districts located in Fresno County pursuant to Education Code section 39801;" and

WHEREAS, the District now desires to receive pupil transportation services pursuant to the FCSS Contract pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, FCSS and District agree as follows:

1. The terms and conditions of the FCSS Contract and any amendments are available on FCSS' District Financial Services webpage ("Webpage") and incorporated herein by this reference as though fully set forth herein. Any future amendments will be made available on the Webpage.
2. The District is authorized to arrange for necessary pupil transportation services directly with Contractor as needed. Pursuant to Section A.2. of the Contractor's obligations section of the FCSS Contract, the rights and responsibilities of FCSS as set forth in the FCSS Contract shall apply to District upon entering into a contract or purchase order with Contractor. The FCSS Contract is non-exclusive and the District reserves the right to procure pupil transportation services through other sources at its sole discretion.
3. FCSS waives any right to charge the District for services performed. The District shall pay Contractor directly based on the Vehicle Rates and the Fuel Surcharge Rate set forth in the FCSS Contract.
4. The term of this Agreement is coterminous with the FCSS Contract, unless terminated for convenience by either Party upon 30 days' notice. The initial term of the FCSS Contract is November 1, 2023, through June 30, 2028. FCSS reserves the right to terminate the FCSS Contract pursuant to Section 3.2.2 or extend the initial term by up to five additional years pursuant to Education Code 39803. Any change in term (early termination or extension) will be made available to District on the Webpage.
5. FCSS makes no representations regarding the nature of the pupil transportation services. The District agrees to indemnify, save, and hold harmless FCSS from and against all claims, demands, causes of action, actions, and liabilities arising out of services provided to the District pursuant to the FCSS Contract.
6. The Parties agree to maintain insurance or self-insurance with coverage at least equivalent to the requirements set forth in the FCSS Contract and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, and (B) workers compensation and employer's liability.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, District and FCSS, separately referred to as a "**Party**" and collectively as the "**Parties**," have reviewed and understand, and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: \_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Dr. Michele Cantwell-Copher, Superintendent  
or Authorized Designee