

**AMENDMENT NO. 4 TO
CONTRACT FOR FURNISHING HOME-TO-SCHOOL PUPIL
TRANSPORTATION, SPECIAL EDUCATION TRANSPORTATION, AND
OTHER TRANSPORTATION**

This Amendment No. 4 to the Contract for Furnishing Home-to-School Pupil Transportation, Special Education Transportation, and Other Transportation ("Amendment No. 4") is entered into by and between the William S. Hart Union High School District ("District") and Storer Transportation School and Contract Service, a California corporation ("Storer"). The District and Storer may be referred to herein individually as "Party" and collectively as "Parties."

Recitals

A. On or about November 5, 2008, following a solicitation of proposals for student transportation services in accordance with Education Code Section 39802, the District's Governing Board ("Board") and Storer's predecessor-in-interest, Forsythe Transportation, Inc. ("Forsythe"), entered into that certain "Contract for Furnishing Home-to-School Pupil Transportation, Special Education Transportation, and Other Transportation" (hereinafter, "Contract").

B. The initial term of the Contract commenced on July 1, 2009, and was scheduled to expire on July 1, 2012.

C. On or about October 19, 2010, the Board approved an extension of the Contract through June 30, 2015.

D. Effective October 1, 2012, with the consent of the District and pursuant to Section 1(9) of the Contract, Forsythe assigned and transferred its rights, burdens, duties, and obligations under the Contract to Storer, and Storer accepted and assumed the same.

E. The District and Storer previously agreed to a "Modified Rate Structure," as set forth and adopted in Amendment No. 2 to the Contract ("Amendment No. 2."). As set forth in Amendment No. 2, the Parties adopted the Modified Rate Structure with the intent that it apply effective July 1, 2013, to the Contract and to any future extensions or renewals to the Contract.

F. On August 7, 2013, the Board approved an extension of the Contract through June 30, 2018.

G. Pursuant to Section 1(2) of the Contract and Education Code Section 39803, the District and Storer desire to renew the Contract, currently in effect through June 30, 2018, until June 30, 2019, based upon the terms and conditions of the Contract as amended.

H. Both the District and the Newhall School District ("NSD") utilize Storer for the provision of student transportation services in shared facilities, and, as such, the District's approval of this Amendment No. 4 is contingent upon NSD's approval of Amendment No. 4 to NSD's contract for transportation services with Storer ("NSD Amendment No.4").

WITNESSTH that, for valuable consideration received, the District and Storer hereby agree as follows:

Agreement

1. ***Adjustments in Compensation.*** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the proposal documents, the amounts calculated at the rates set forth on the Price Schedule attached hereto as Exhibit A, which schedule shall remain in effect for the term of July 1, 2018 to June 30, 2019.

2. ***Contract Term.*** Section 1(2) of the Contract is hereby modified to reflect a contract term ending June 30, 2019.

3. ***Applicability of Remaining Provisions.*** Except as expressly provided herein, the remaining provisions of the Contract shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 4 and the Contract, the provisions of this Amendment No. 4 shall govern.

4. ***Incorporation of Recitals and Exhibits.*** All of the recitals are hereby incorporated into and made an effective and operative part of this Amendment No. 4.

5. ***Due Authority of Signatories.*** Each person signing this Amendment No. 4 represents and warrants that he or she has been duly authorized, by appropriate action of the Party that he or she represents, to act on behalf of the Party and to bind that Party to the terms and conditions of this Amendment No. 4.

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6. **Counterparts.** This Amendment No. 4 may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement. For purposes of this section, facsimile and/or electronic copies shall bear as original signatures.

IN WITNESS OF THE FOREGOING, the undersigned execute this Amendment No. 4 to the Contract on behalf of Storer and the District.

**WILLIAMS. HART UNION HIGH
SCHOOL DISTRICT**

**STORER TRANSPORTATION
SCHOOL AND CONTRACT SERVICE**

Date: _____, 2018

Date: _____

By: _____
Ralph Peschek
Chief Financial Officer

By: _____
Donald Storer
President/CEO

Date of Board Meeting: _____