

TRANSPORTATION SERVICES AGREEMENT
(EXTRA AND CO-CURRICULAR TRANSPORTATION)

THIS AGREEMENT, made and entered into as of the 1st day of July, 2010, by and between the **Warren County School District** (the "District"), and Brink's Tour & Charter LLC (the "Contractor"), is being executed under the following circumstances:

A. The District desires to engage the services of a private transportation company to provide transportation for students and others participating in co-curricular and extra-curricular activities.

B. The Contractor is a private transportation company with the equipment, facilities and ability to provide the transportation services sought by the District.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Provision of Services by Contractor.

Upon the terms and conditions hereinafter set forth, the Contractor agrees to provide transportation services as designated by the District, to and from such points, along and over such routes, and at such times as shall, from time to time, be requested by the District. The parties hereto expressly acknowledge and agree that the Contractor shall be free to accept or reject each of such requests; however, in the event the Contractor shall agree to transport pursuant to the request of the District, the terms of this Contract shall apply to and govern said transportation. It is further acknowledged, understood and agreed that the District intends to execute contracts similar or identical to this with numerous other contractors; the District reserves unto itself the unfettered discretion to request service for extra and co-curricular transportation from the contractor (s) of its choice.

2. Compensation to Contractor.

In consideration of the performance of services hereunder by the Contractor, the District agrees to compensate the Contractor in accordance with Schedule B of this Agreement, which is attached hereto and incorporated herein by reference. In accordance with this provision, the Contractor shall submit monthly transportation reports and invoices in a form provided by the District. The Board of School Directors authorizes the District to pay the Contractor prior to approval of the payment by the Board of School Directors. The Contractor understands and agrees that any payment made to the Contractor prior to approval of the payment by the Board of School Directors shall be contingent upon approval of the payment by the Board of School Directors at a subsequent meeting of the Board.

3. Term and Termination.

- (a) The services to be provided hereunder by the Contractor shall commence on the 1st day of July, 2010 (the "Effective Date") and shall continue during the term of the school years 2010-2011, 2011-2012, 2012-2013 and 2013-2014.

- (b) Unless earlier terminated by the District as hereinafter provided, this Agreement shall terminate on the last day of the school term in 2014.
- (c) In the event that the Contractor shall default under or otherwise be in breach of any of the terms and conditions of this Agreement, the District shall have the right to terminate this Agreement immediately upon written notice to the Contractor.
- (d) The District shall have the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the Contractor.

4. Insurance.

(a) Contractor shall provide, at Contractor's expense, commercial automobile liability insurance covering all drivers and all vehicles employed or used by Contractor in providing services hereunder (the "Vehicles"), with minimum limits of liability to be as follows:

Bodily injury per occurrence	\$2,000,000
Bodily injury per person	\$2,000,000
Property damage per occurrence	\$1,000,000

or in the alternative:

A combined single limit policy with coverage in the minimum amount of \$1,000,000 and an additional umbrella policy in the minimum amount of \$1,000,000; or a combined single limit policy with coverage in the minimum amount of \$2,000,000.

At the time of the execution of this Agreement, Contractor agrees to furnish evidence to the District that Contractor's current insurance amounts have been increased to comply with this provision, and said increased coverage amounts must be maintained by Contractor throughout the remainder of the duration of this Agreement. Additionally, upon request by the District, Contractor shall provide proof to the District that Contractor remains in full compliance with the terms of this provision. All insurance carriers who provide insurance coverage under this Agreement must be authorized to write insurance in the Commonwealth of Pennsylvania.

(b) All insurance policies required to be provided and maintained by the Contractor in accordance with this Agreement shall name the District as an additional insured and shall protect both the Contractor and the District from and against any and all claims, demands, action, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as a result of Contractor's, or Contractor's officers, employees or agents

operations and performance in accordance with this Agreement. Each policy of insurance herein mentioned shall carry with it an endorsement to the effect that the insurance carrier will convey to the District, by certified mail, written notification of any modifications to, alteration of, or cancellation of the policy at least thirty days prior to the effective date of any such modification, alteration or cancellation. All insurance policies required of Contractor under the terms of the Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against the District, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

5. Fuel.

The Contractor shall be solely responsible for providing and paying for all fuel that is used by Contractor in order for Contractor to perform the services encompassed by the terms of this Agreement.

6. Requirements Relating to Vehicles and Vehicle Operation.

- (a) In connection with the services to be provided by Contractor hereunder, Contractor hereby agrees to comply with all District policies and all laws, rules and regulations, whether federal, state, county or municipal, which are now or in the future may be applicable to its business, equipment and employees engaged in or in any manner connected with the Contractor's provision of services hereunder including, without limitation, the Pennsylvania Motor Vehicle Code and all other laws applicable to the maintenance and operation of vehicles and Contractor hereby represents and warrants that all vehicles to be utilized in the provision of services hereunder are, and shall continue to be, in compliance with all such applicable laws, rules and regulations.
- (b) Contractor hereby represents and warrants that all vehicles to be utilized by Contractor in providing services hereunder are, and shall continue to be, in good and safe mechanical and sanitary condition. Contractor further agrees to perform routine preventative maintenance on the vehicles and to have the vehicles periodically inspected as required by Pennsylvania law.
- (c) No vehicle shall be loaded beyond the seating capacity as set forth in the minimum standards and as indicated on manufacturer's rated seating schedule/sticker.
- (d) The speed of all vehicles shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDOT, as promulgated from the Pennsylvania Motor Vehicle Code.

- (f) With regard to the normal operation of daily runs, the Contractor agrees to utilize vehicles which are ten (10) years of age or less (as measured from the year of manufacture to the commencement of the school term in the last year of the vehicle's use). The preceding sentence notwithstanding, the parties agree that a Contractor may utilize a vehicle eleven (11) years of age or greater in emergency circumstances or on a temporary basis in order to substitute for a regular vehicle undergoing maintenance, provided that the vehicle eleven (11) years of age or greater is inspected, in good repair, and meets the other requirements of this Agreement.
- (g) The contractor shall install and maintain in each vehicle, or make available to each vehicle driver, an operable communication device which will provide real-time communication for the purposes of communicating necessary information about students or other emergencies relevant to student well being. The real-time communication may take the form of cellular telephones, radios which communicate between the contractor's base of operations and the vehicle during its transportation time so that messages can be immediately relayed), or other communication methods providing similar communication abilities.

7. Indemnification.

Contractor shall defend, protect, indemnify and save the District and the District's officers, employees, agents, and Board Members harmless against any and all claims, demands, and causes of action of every kind and character, including attorneys fees, arising in favor of any person, including the Contractor, on account of (i) the violation of any District policy, law, rule, or regulation by the Contractor or the Contractor's agents or employees; (ii) the breach of any terms of this Agreement by the Contractor or the Contractor's agents or employees; or (iii) personal injuries or death, or damage to property occurring, arising out of, incident to or resulting directly or indirectly from the services to be provided by the Contractor or the Contractor's agents or employees hereunder, whether such loss, damage, injury or liability arises from or is contributed to by the negligence of any other person. Contractor's duties and obligation in accordance with this provision shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

8. Access to Records.

From time to time and at any time after the Effective Date, Contractor shall provide the District, or its designated representative, reasonable access to the records of the Contractor's business or shall provide the District, or its designated representative, copies or extracts of such records to enable the District to evaluate the Contractor's performance hereunder and to verify compliance by the Contractor with all the obligations imposed upon Contractor hereunder.

9. Independent Contractor.

The Parties agree that they conduct completely separate businesses or affairs; are separate entities; are not partners or joint venturers in any sense whatsoever; and that Contractor's agents, employees, owners, and officers are independent contractors, and not employees of the District. Contractor shall pay all salaries; wages; social security withholding taxes; Federal, State and local taxes; unemployment insurance; and workers' compensation benefits relating to such employees. Contractor and Contractor's agents, employees, owners, and officers shall have no right to assume or create any obligation on behalf of the District. Contractor shall perform the services required hereunder in accordance with its own methods, subject to compliance with the terms of this Agreement.

10. Surveillance.

The Contractor agrees that at the request of the District the Contractor will, at any time, during the term of this Contract, install and operated visual or audio and visual recording devices in particular vehicles as selected by the District. Said devices shall be supplied by the District and upon request shall be returned to the District normal wear and tear accepted. The District shall be responsible for the maintenance or replacement of broken units except that the Contractor shall be responsible for any damage cause by the Contractor's negligent, reckless or intentional conduct. Said equipment shall be operated in accordance with the policies and instructions of the District and the District agrees to indemnify and hold the Contractor harmless from and against all claims, causes of action and demands arising from operation of said equipment.

11. Permits and Licenses.

Contractor hereby represents and warrants that it has all necessary permits, licenses, and other approvals and authorizations which may be required by law and otherwise necessary to the provision of services hereunder. Contractor further represents and warrants that all such licenses, permits, approvals and authorizations are in full force and effect and that no suspension or cancellation of any form of them is threatened.

12. Conflicting Agreements.

Contractor hereby represents and warrants that it is not a party to any agreement with any individual or group that would restrict, limit, interfere with, or otherwise adversely affect the Contractor's ability to fulfill its obligations under this Agreement. Contractor further agrees that it will not enter into any such agreement.

13. Contractor Personnel.

All personnel assigned by Contractor to perform under this Agreement shall be subject to approval by the District. The District reserves the right to withdraw such approval at any time, and the District retains the right to require that any Vehicle driver no longer perform services for the District under this Agreement. Contractor agrees to maintain compliance with

equal opportunity and affirmative action personnel policies as required by the Commonwealth of Pennsylvania. Drivers assigned by Contractor to transport handicapped or other pupils requiring special assistance shall be given special training concerning the techniques of handling such children. This instruction shall be provided prior to such assignments by the Contractor, and to the satisfaction of the District.

14. Delegation of Authority.

The District hereby delegates to the Contractor the necessary authority to supervise and to control pupils being transported in Vehicles operated by the Contractor while they are en route under such rules as are adopted by the District, but such authorization shall not include the right to administer corporal punishment, nor the right to eject any pupil under circumstances that may or are likely to result in injury or danger to the pupil.

15. Incorporation of Handbook.

This Agreement and the obligations of the Contractor hereunder, shall further be subject to the rules, regulations and policies set forth in the Contractor's Handbook, which Handbook is incorporated herein as though set forth at length. The District reserves the right to amend said Handbook as it shall, in its sole discretion, deem necessary from time to time and said amendments shall be binding upon their delivery to the Contractor.

16. Clearances.

The Contractor agrees to provide proof of compliance with the Act 33, Act 34, and Act 114 requirements for all its employees or agents who will have direct contact with students of the District. Additionally, the Contractor agrees to provide proof of compliance with the current Act 33, Act 34, and Act 114 requirements (including the FBI fingerprint requirements) for any new applicants that are hired by the Contractor and that will have direct contact with students of the District.

17. Notices.

Any notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently communicated if delivered in person or if sent by certified or registered mail, postage prepaid, and properly addressed as follows:

If to the District: Warren County School District
 185 Hospital Drive
 North Warren, PA 16365-4885
 Attention: Transportation Office

If to the Contractor: _____

 Attention: _____

Any party may from time to time change its address for purposes hereof by giving notice of such changes to the other party, but no such change shall be deemed to be effective until notice thereof is actually received by the party to whom it is directed.

18. Binding Effect; Assignment.

This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective successors and assigns. Notwithstanding the foregoing, the Contractor may not assign, sub-contract or otherwise transfer this Agreement or all or any part of its rights or obligations hereunder without the prior written consent of the District.

19. Captions.

The captions contained in this Agreement are for convenience of reference only and shall not be deemed or construed to effect the meaning or interpretation of this Agreement.

20. Severability.

In the event that any word, phrase, clause, sentence, or other provision herein shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provisions herein.

21. Entire Agreement; Amendment.

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby during the term contained herein and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. Specifically, the Parties hereto agree that the Agreement between the Parties approved by the District's Board of School Directors on June 14, 2010, and the Addendum thereto approved by the District's Board of School Directors on October 11, 2010, are hereby rescinded and of no effect. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly signed by the party to be bound thereby.

22. Governing Law.

This Agreement shall be construed and enforced in accordance with, and the legal relations between the parties shall be governed by, the laws of the Commonwealth of Pennsylvania as applicable to agreements made wholly performed therein.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

By: Board President

Brink's Tour & Charter, LLC

S.O.P.B.D. Manager

By:

2010-2014 CONTRACT	2010-2011	2011-2012	2012-2013	2013-2014
SCHEDULE B	3.90%	3.90%	3.75%	3.75%
BUSES 0-6 YEARS OLD	2006-2011	2007-2012	2008-2013	2009-2014
SCHOOL YEAR	DAILY RATES 2010-2011	DAILY RATES 2011-2012	DAILY RATES 2012-2013	DAILY RATES 2013-2014
MILEAGE				
0-50	192.01	199.49	206.97	214.73
51-75	197.54	205.24	\$212.93	220.91
76-100	201.68	209.54	217.39	225.54
101-125	215.49	223.89	232.28	240.99
126	\$222.40	231.07	239.73	248.71
BUSES 07-13 YEARS OLD	1999-2005	2000-2006	2001-2007	2002-2008
MILEAGE				
0-75	173.41	180.17	186.92	193.92
76-100	180.97	\$188.02	195.07	202.38
101-125	\$186.50	193.77	201.03	\$208.56
126	196.16	203.81	211.45	\$219.37
SCHOOL YEAR	DAILY RATES 2010-2011	DAILY RATES 2011-2012	DAILY RATES 2012-2013	DAILY RATES 2013-2014
MIN RUNS FOR BUSES NO WAIT TIME	\$90.00	\$95.00	\$100.00	\$100.00
CANCELLED TRIP-NO WAIT TIME	\$50.00	\$50.00	\$50.00	\$50.00
CAREER CENTER RUNS (Fuel provided)	\$46.00	\$47.00	\$48.00	\$49.00
EXTRA CURRICULAR (No fuel provided)	\$2.81	\$2.91	\$3.01	\$3.11
WAIT TIME	\$12.25	\$12.50	\$12.50	\$12.50
LIFT ADJUST (WHEELCHAIR) only if used for wheelchair student	\$13.50	\$14.00	\$14.50	\$15.00
DIESEL FUEL PROVIDED AT 6 MILES PER GALLON				