

TRANSPORTATION SERVICES AGREEMENT
(EXTRA AND CO-CURRICULAR TRANSPORTATION)

THIS AGREEMENT, made and entered into as of the 5th of May, 2008, by and between the **Warren County School District** (the "District"), and **Brink's Tour and 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 at the rate adopted by the Board of Directors of the District (the "Board") as set forth on Schedule A attached hereto and incorporated herein by reference.

3. Term and Termination.

- (a) The services to be provided hereunder by the Contractor shall commence as of the 5th day of May, 2008 (the "Effective Date") and shall continue during the term of the school years 2007-2008, 2008-2009 and 2009-2010.
- (b) Unless earlier terminated by the District as hereinafter provided, this Agreement shall terminate on the last day of the school term in 2010.

- (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 sixty (60) days advance written notice to the Contractor.

4. Insurance.

- (a) During the term of this Agreement, 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") and all such policies of insurance shall name the Contractor and the District as insured's, as their interests may appear, with minimum limits of liability to be as follows:

Bodily injury per occurrence \$1,000,000

Bodily injury per person \$500,000

Property damage per occurrence \$250,000

or in the alternative:

A combined single limit policy with coverage in the minimum amount of \$1,000,000.

Contractor agrees to furnish evidence of such insurance to the Board prior to the Effective Date and, upon request of the Board, throughout the term of this Agreement.

- (b) The District hereby reserves the right, in its sole, absolute and unrestricted discretion, to require the Contractor to increase the minimum limits of liability set forth in Section 4(a) above. In the event that the District requires an increase in such liability limits, the District shall give the Contractor at least ninety (90) days advance written notice of its decision to require such increase and, if the Contractor elects not to provide said additional coverage, the District may, at its option, terminate this Agreement by written notice to the Contractor.

5. Fuel.

The District will not provide fuel for the operation of Contractor's Vehicles in connection with the performance of services hereunder.

- (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 bus 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.

9. Independent Contractor.

In the performance of services hereunder, Contractor shall at all times act as an independent contractor. Contractor shall not be deemed, for any purpose, to be the agent, employee or representative of the District and 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 contracted 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 the discharge of any Vehicle driver 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 enroute 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.