

INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into as of June 1st, 2019 between Administrative Services Cooperative (“Contractor”) and the Palisades Charter High School (“PCHS”) with the following facts:

- A. Certain special education pupils of PCHS require transportation during the 2019-2020, 2020-2021, and 2021-2022 school years from their homes to the school and back.
- B. PCHS is requesting that Contractor provide transportation for PCHS’s special education pupil(s), the school is willing to reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

Contractor agrees to transport the following special education pupils (the “Pupil(s)”) to and from their residences and PCHS each school day during the 2019-2020, 2020-2021, and 2021-2022 school years (“School Days” to include regular school days and extended school year days which will total 175-200 days per school year) :

Contractor agrees to use reasonable efforts to coordinate with the Parents of the Pupil(s) regarding the picking up and dropping off of the Pupil(s) during each School Day and to provide its services hereunder in such a way that the Pupil(s) will arrive at PCHS in time to avoid the Pupil’s being tardy and be picked up promptly after the conclusion of the Pupil’s school day. The Contractor’s services provided pursuant to this Agreement are sometimes referred to herein as the “Services.”

The Parent and/or Pupil and/or PCHS should notify the Contractor the day before if the Pupil is not to be picked up on any given day and the Driver should have Parental Authorization if pick up services deviate from the schedule listed.

2. Term

The term of this agreement shall commence on July 6th, 2019 and shall terminate on July 8th, 2022 unless earlier termination by the giving of thirty (30) days written notice of cancellation by one party to the other.

3. Vehicles

The Contractor agrees to supply, at its sole cost and expense, such automobiles (the “Vehicles”), as may be necessary or advisable to lawfully perform the Services. All such Vehicles shall fully comply with all applicable regulations of the Department of Motor Vehicles. The Contractor shall maintain all such Vehicles in good repair with GPS, seat belts and two-way communication system. The Contractor shall be solely responsible for all Vehicles used in transporting Pupil(s).

INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

4. Fees for Services

The Contractor shall be paid the agreed sums based on the distances and service needs of the individual Pupils utilizing the service using the rates of \$2.75 per mile with a \$25.00 Exclusivity charge each way, a \$30.00 fee for the use of a wheelchair-accessible van, and a \$5.00 car seat charge. The Contractor will also charge a No Show Fee of up to \$30 per trip.

Once the Pupils utilizing these Services have been identified and assigned to a Vehicle based on a mutually agreed upon Vehicle Route/Stops, Contractor will create per School Day per Vehicle fixed rates to be used for billing purposes per semester for the duration of the Agreement. These fixed per School Day per Vehicle rates to be determined within the 1st 10 School Days at the start of each semester, and can be adjusted if/as needed during a semester as long as mutually agreed to by both parties.

Additional charges for additional requested services to be at \$2.75 per mile with a \$25.00 Exclusivity charge each way, plus a \$30.00 fee for the use of a wheelchair-accessible van, and a \$5.00 car seat charge. The Contractor will also charge a No Show Fee of up to \$30 per trip.

The Contractor shall bill PCHS for the provision of the Services on a monthly basis and shall be paid within thirty (30) days after the school's receipt of the Contractor's invoice for the provision of the Services for the relevant month. Each such invoice shall specify each day on which the Services were provided and which Pupils were transported in accordance with the Agreement.

Please note that PCHS will be responsible for the replacement or repair of equipment in the Vehicle if it is damaged by Pupil(s).

5. Contractors Personnel

Contractor shall, at its sole cost and expense, provide and supervise such qualified and properly licensed personnel as required by law in the State of California and the City of Los Angeles and as deemed appropriate by Contractor to perform the Services. All of Contractor's drivers must be approved by PCHS's Human Resources Director or designee, obtain tuberculosis ("TB") test clearance, and submit to criminal background checks and fingerprinting consistent with the Education Code and as required of all PCHS staff having direct contact with students. Contractor shall provide a written statement from the California Department of Justice noting that said agency has determined that none of Contractor's employees or subcontractors' employees has been convicted of a felony.

The Vehicle(s) shall only be used and operated by Contractor, or persons authorized by Contractor whose names are on file with the school. Contractor expressly represents and warrants to the school that its personnel are skilled and properly licensed to perform the Services for a California public school.

PCHS shall have the right to request removal of any of Contractor's personnel from providing services under this Agreement provided that such request is made in writing with the reasons set forth and provided that such request does not violate any laws against discrimination.

INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

6. Contractors Insurance

Contractor shall at its sole cost and expense, obtain and maintain in full force and effect during the term of this agreement and as required by the PCHS Charter, general liability and automobile (common carrier) insurance issued by the insurance companies licensed to do business in California with minimum limits of One Million US Dollars (\$1,000,000.00) for Commercial Auto Liability Combined Single Limit per occurrence. Contractor shall maintain Commercial General Liability insurance with a minimum limit of \$4,000,000 per occurrence. Contractor shall maintain sexual molestation coverage with minimum limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate, and this coverage may be held as a separate policy or included by endorsement in the Commercial General Liability policy. Should Contractor at any time provide Services using a 15-passenger van, these insurance requirements may be modified.

Contractor shall maintain Workers Compensation Insurance as required by law. If the Contractor's work is sublet, the Contractor shall require its subcontractors to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. We are not required to have these policies since our drivers are independent contractors.

Contractor shall require any subcontractors to take out and maintain similar liability insurance in like amounts and scope of coverage. The company carries the insurance that covers the drivers.

PCHS shall be named as an additionally insured of the Policy or Policies and shall be furnished with a certificate of insurance requiring notice to PCHS of at least thirty (30) days prior to cancellation of any such Policy or Policies.

7. Assignment of Contractor's Rights

Contractor shall have NO right to assign its rights or obligations under this Agreement, it being understood that this is a personal services contract.

8. Indemnity of PCHS

Contractor hereby agrees to indemnify, defend and hold PCHS, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney's fees and court costs) arising out of (1) any injury to any person or property sustained by Contractor, or the Pupils, or any combination of them, in connection with Contractor's providing of the Services, however caused, and (2) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor, or the Pupils, or any combination of them, in connection with Contractor's providing of the Services, whether said injury or damage occurs on or off school property.

INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

9. Independent Contractors

In providing the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the school. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by PCHS to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold PCHS the school, its Board Members, Officers, employees and agents free and harmless therefrom.

10. Notices

All other Notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To PCHS: Don Parcell
Director of Operations
Palisades Charter High School
15777 Bowdoin Street
Pacific Palisades, CA 90272

To Contractor: William J. Rouse
General Manager
Administrative Services Cooperative, Inc.
2129 W. Rosecrans Avenue
Gardena, California 90249

Notice of change of address shall be given by written notice in the manner detailed in paragraph 10 of this Agreement.

11. Entire Agreement

This Agreement and the attached proposal(s) constitutes the entire Agreement between the parties with respect to the provision of the Service as stated herein, except for all information required to be provided by either party. That information, when provided, is incorporated into and made apart hereof. This Agreement may not be amended except by a writing signed by each of the parties.

**INDEPENDENT CONTRACTOR AGREEMENT FOR THE
PROVISION OF TRANSPORTATION SERVICES**

12. Waivers

No waiver by either party shall be effective unless such waiver shall be contained in a writing or electronic transmission expressly confirmed by the receiving party. The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of any provision of this Agreement.

13. Attorney Fees

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney fees in the judgment rendered in such action.

14. Performance

Time is of the essence regarding this Agreement and all obligations to be performed under this Agreement.

15. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it, shall be valid and enforceable.

16. Governing Law

This Agreement shall be governed by the laws of California without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date June 1st, 2019.

PCHS

By: _____

Its: _____

CONTRACTOR

By: _____

Its: _____