

**ST. MARY'S COUNTY GOVERNMENT
NON-PUBLIC SCHOOL BUS TRANSPORTATION
CONTRACTOR SERVICES AGREEMENT (SAMPLE)**

THIS CONTRACTOR AGREEMENT, made this ___ (th, st, rd) day of (month), in the year two thousand _____, by and between the St. Mary's County Government, of St. Mary's County hereinafter called "County" and _____ herein called "Contractor" and the County agrees, that the relationship of the Contractor to the County under this agreement continues to be that of Independent Contractor.

NOW, THEREFORE, in consideration of their mutual promises and covenants and other good and valuable considerations, the parties hereto agree that Non-Public School Bus Transportation Services shall be furnished by the Contractor upon the following terms and conditions.

1. Contractor agrees to furnish student transportation to and from school for the 200_ / 200_ school year during the hours set forth and over the routes described in the Bus Route Manifest, and on the days set forth and described in the School Calendar.
2. Contractor agrees to provide at his/her expense a sufficient number of school buses to fulfill requirements of their Agreement, all of which have been approved by the County and which meet the requirements of all Federal, State, County and municipal laws, statutes, ordinances, rules and regulations which are applicable to and enforceable in St. Mary's County, Maryland.
3. Contractor agrees to furnish at his/her expense all labor, parts and other materials required for the operation of the school buses, including drivers, maintenance, repairs, gasoline, oil and other motor fuel and lubricants.
 - A. Contractor shall keep his/her school buses in good and safe mechanical condition at all times in accordance with standards established by statute, lawful authority and the County.
 - B. Contractor shall keep his/her school buses in clean and sanitary condition at all times that they are being used.
 - C. All buses will be available for inspection, at all reasonable times, by investigators designated by the County. Contractors shall,

immediately, correct or cause to be corrected, all defects or deficiencies reported to him/her upon inspection and, over authorized signature, shall certify to the repairs made or other work performed and returns the inspection report to the County. Any school bus determined by Inspection to be unsafe for any reason shall immediately be taken out of service and replaced with an approved school bus at the Contractor's cost until the bus so removed has been certified safe to resume service by the inspecting authority. It is understood and agreed that the use of any unsafe equipment shall be grounds for suspension of all payments to the Contractor and may result in termination of this contract.

4. Contractor shall provide the County with Contractor's Federal Tax Identification Number by Oct. 1st. All drivers and others engaged in the operation of the Contractor's school buses shall be **employees of the Contractor**. Contractors shall carry adequate Workmen's Compensation Insurance and cause a **certificate** of such **insurance** to be **forwarded** by the insurance carrier **to the County by Oct 1st**, indicating that the policy is not subject to cancellation, non-renewal or reduction in coverage until forty-five (45) days prior written notice has been given to the County.
 - A. All drivers shall be qualified under State law to drive a school bus and drivers shall be employed or continued in employment by the Contractor subject to approval by the County for fitness and competence. Such approval shall be made a condition precedent of any driver employment contract entered into by Contractor. Bus drivers shall not drive the school bus until certified and approved by the County and any other authority required by law.
 - B. Contractor shall be responsible for compliance by his/her drivers with all laws, statutes, rules and regulations for the transportation of school children, including any policies now established or to be promulgated in the future by the County and the Maryland State Department of Education. Contractor shall provide bus drivers, who exercise acceptable control of school children at all time during transportation. Bus drivers shall promptly report the detail of any misconduct or breach of order and discipline per the guidelines set forth in the Student Handbook, to the school principal / disciplinarian.
 - C. Drivers shall observe the highest possible standards of safe driving at

all times and strictly comply with the rules of the road and all provisions of the Maryland Motor Vehicle Laws.

- D. Contractor and his/her drivers shall attend all training meetings at the call of the County. Training includes, but is not limited to, at least one (1) in-service meeting per year for Contractor and at least four (4) hours of in-service training per year for drivers. The filing by Oct 1st., of the following reports regarding time, mileage, pupil count, etc. in an accurate manner is required by the County, to receive compensation.
 - E. Contractor will be reimbursed for drivers according to the hourly rate of \$_____ for drivers with 10 years of experience or more, and the hourly rate of \$_____ for drivers with less than 10 years of experience, specified in the St. Mary's County Non-Public Schools Contractor Reimbursement Formula for the applicable year, subject to approval by the St. Mary's County Board of County Commissioners.
5. The Contractor agrees that the pupil transportation and use of the bus provided under this Agreement shall be furnished to the school children and other persons designated by the County Supervisor of Transportation or his/her designee.
- A. The children to be transported under this Agreement are pupils attending Non-Public School, residing in St. Mary's County, or out-of-county students, paying a fee, as designated in the bus routes or any modifications thereof by the County.
 - B. The Contractor agrees not to deviate from his/her designated routes without the consent of the County or its duly designated representative who may designate stops to be made and time schedule of buses.
6. The County agrees to pay the Contractor in accordance with the terms of its approved formula. The County reserves the right to change bus routes. The payment due the Contractor under this agreement shall be adjusted to reflect any changes in routes. Payment shall be made in ten (10) consecutive,

monthly installments mailed by the last business day of each calendar month's operation of school buses by the Contractor, providing all contractual agreements are being met.

7. The County, at its expense shall provide liability insurance during the life of this Agreement insuring the school bus and passengers for property damage and bodily injury up to the maximum coverage per occurrence as afforded by the County Insurance policy. This insurance will not apply to any other use of school buses and it is the responsibility of the school bus contractor to obtain liability insurance coverage for such other use. It is the sole responsibility of Contractor to obtain all other business insurance coverage not specifically set forth in Paragraph 1 of Section 7, including, but not limited to, Workmen's Compensation and Commercial General Liability Insurance. Verification due October 1st. The County insurance shall not include comprehensive or collision physical damage coverage in any instance. The insurance furnished by the County will apply to all regularly contracted school buses and approved spare buses, while such buses are operated by drivers certified and approved by the County and:
 - A. On official school business, including transporting pupils to or from school or when transporting pupils on school sponsored activities, including the operation of the buses to and from regular storage or garage locations.
 - B. Operated for maintenance or testing purposes.
 - C. Stored or parked at the regular storage or garage locations.
 - D. Being used to train drivers.
 - E. Other County business when specifically authorized by the County Supervisor of Transportation or his/her designee.

8. This agreement shall be for a term of one (1) year from the date hereof and shall be renewable from term to term without the necessity for either party giving notice of renewal via the County's receipt of an executed / signed copy on or before **Oct. 1st**. The performance of the terms of this Agreement by the Contractor shall at all times be subject to the approval of the County

and the County may terminate this Agreement for inadequate performance or breach of this Agreement by the Contractor or any of his/her employees by giving thirty (30) days written notice to Contractor, unless it is determined by the county that the Contractor's performance, or that of any of his/her employees presents a risk of danger or harm to any of the passengers of the buses, in which case such termination may be immediate. If such termination is for inadequate performance or breach of this Agreement, the contractor may be held responsible by the County for expenses incident to his/her replacement. If this Agreement is terminated for inadequate performance or breach of this Agreement, the Contractor shall be provided the reason or reasons for termination in writing at the same time notice of termination is given.

- A. Contractor shall be given an opportunity for a hearing before the St. Mary's County Supervisor of Non-Public School Transportation if requested by him / her in writing within no less than ***fifteen (15) working days*** of the date of notice, of the date of termination. The Contractor shall be allowed to bring counsel and witnesses and may present additional evidence if so desired

- B. Within, ***fifteen (15) working days*** after the hearing before the Supervisor of Non-Public School Transportation, the Supervisor of Non-Public School Transportation shall give written notice of his decision to Contractor setting forth the reasons for the decision reached. A copy of the Supervisor of Non-Public School Transportation decision shall be forwarded to all St. Mary's County Commissioners. If the Contractor is not satisfied with the decision reached by the Supervisor of Non-Public School Transportation, he/she may appeal such decision to the St. Mary's County Commissioners and may again bring counsel, present witnesses and present other evidence as Contractor may desire. The appeal must be requested in writing within ***fifteen (15) working days*** of the date of the Supervisor of Non-Public School Transportations, written decision. No appeal after said ***fifteen (15) working days*** shall be allowed. Within ***fifteen (15) working days*** after such a hearing before the County Commissioners, the County Commissioners shall render its decision, in writing, to Contractor, setting forth its reasons for the decision rendered. The decision of the County Commissioners shall be final and no further appeal shall be allowed.

9. In the event Contractor should become aggrieved by a decision of the County or any of its employees concerning the interpretation of this Agreement, Contractor may request a hearing before the County Commissioners. Any such request shall be in writing and shall set forth the nature of Contractor's grievance. After a hearing before the County Commissioners, the County Commissioners shall, within *fifteen (15) working* days after such a hearing, render its decision in writing to the Contractor. The provisions of this paragraph do not apply when this Agreement has been terminated by the County for cause; for in such instance, the provisions of paragraph 8 of this Agreement apply. This paragraph does not and shall not be construed to enlarge or diminish County's or Contractor's right and duties as set forth in this Agreement.
10. The County, in the exercise of its sole discretion, shall have the right to terminate this agreement upon thirty (30) calendar days notice to the Contractor, in the event of an adverse determination by the Internal Revenue Service relating to the Contractor's status as an independent Contractor, or upon the advice of counsel to the County that the independent Contractor status of the contractor may not be recognized. Upon receipt of such an adverse determination or advice of counsel, it shall be within the sole discretion of the County to terminate this agreement in accordance with this provision or to defer exercising its right to terminate pending the County's further appeal of the determination or further consideration of the advice. Any such deferral, however, does not constitute a waiver by the County of its right to terminate this contract, which right shall continue to be exercisable by the County at its sole discretion.
11. **The County shall have the privilege of changing the bus routes from time to time to meet transportation requirements of the Non-Public Schools. Contractors agree to accept any reasonable change** of route upon notice thereof from the Supervisor of Non-Public School Transportation or his/her designee and does further agree to accept adjustment of compensation as the County may deem proper by any change of route.
12. If this Agreement is terminated by the County pursuant to paragraph 8 or 10 of this Agreement, the County through its Supervisor of Non-Public School Transportation will assist Contractor in disposing of Contractor's equipment, but will assume no legal or financial obligation should the County and/or Contractor be unable to dispose of said equipment.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.
14. Either the County or the Contractor may terminate this agreement at the end of any school year for any reason upon notice in writing to the other party at least thirty (30) calendar days prior to the end of the current school year.
15. The County reserves the right to set the rate of reimbursement pursuant to the current year's Contractor Reimbursement Formula, as approved by the St. Mary's County Board of County Commissioners.
16. By entering into this contract, the County and its "employees", as defined in the Local Government Tort Claims Act, §§5-301 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this contract modifies and / or waives any provision of the Local Government Tort Claims Act.
17. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.
18. The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.
19. In the event any portion of this agreement (ordinance) is found to be

unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the agreement (ordinance) shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the agreement (ordinance), or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in entering into this agreement (enacting this ordinance).

20. This Agreement and the performance thereof shall be governed, interpreted, construed, enforced and regulated by the laws of the State of Maryland applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of law.
21. This Agreement shall be binding upon the parties hereto and shall remain in effect through the completion of the Work, terminable prior thereto only upon the mutual consent of the parties hereto. In the event of such early termination, all contract fees and charges incurred through the effective date of the termination shall be payable in accordance with the terms of this Agreement. In the event of such termination, neither party shall be liable for any damages, penalties, demobilization or contract termination expenses of any nature. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

**ST. MARY'S COUNTY GOVERNMENT
NON-PUBLIC SCHOOL BUS TRANSPORTATION**

CONTRACTOR SERVICES AGREEMENT (SAMPLE)

AS WITNESS the hands of the parties hereto, the day and year first above written.

WITNESS:

ST. MARY'S COUNTY GOVERNMENT:

BY: _____

WITNESS

**Jacqueline Fournier
Transportation Manager**

TRANSPORTATION

BY: _____

WITNESS

CONTRACTOR(s)

BY: _____

WITNESS

CONTRACTOR(S)