

TRANSPORTATION AGREEMENT  
BETWEEN  
RICHLAND COUNTY TRANSIT BOARD (RCTB)  
AND  
PIONEER CAREER AND TECHNOLOGY CENTER (PIONEER)

**I. PREAMBLE**

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the RICHLAND COUNTY TRANSIT BOARD, hereinafter referred to as "RCTB," and PIONEER CAREER AND TECHNOLOGY CENTER, hereinafter referred to as "PIONEER".

The purpose of this Agreement shall be to provide transportation services to PIONEER. The services shall be provided by RCTB and paid for by PIONEER.

**II. DURATION OF AGREEMENT**

This Agreement shall be in effect beginning the \_\_\_\_ day of \_\_\_\_\_ 2023, and shall continue in force and effect through June 30, 2024, or until one or both parties notifies the other, in writing, of the party's intent to terminate this Agreement. Such notice in writing shall be given at least thirty (30) days in advance of the date of termination.

**III. TERMINATION**

Either party may terminate this Agreement for convenience by submitting a 30-day advance written notice of its intent to discontinue said contract for transportation services. Failure of a party to exercise its rights under the terms of this Agreement on any one occasion shall not be construed as a continuing or subsequent waiver of the right to take advantage of any available remedies as specified hereinto or upon a subsequent or continued breach of any covenant or term contained in this Agreement.

In the event of termination, RCTB will be paid the agreed upon rate for delivered services up to the date of termination.

**IV. SCOPE OF SERVICES**

RCTB shall provide 1 bus and 1 driver for Demand Response Special Transportation Service for PIONEER, as follows:

LOCATION

Demand Response special transportation service for Pioneer, covers transporting PIONEER students between the RCT Transit Center in Mansfield and the OSU-Mansfield/NCSC campus parking lot, where students will transfer to a Pioneer school bus.

- Morning RCT pick up / Afternoon drop off: RCT Transit Center 74 S. Diamond St, Mansfield
- Morning drop off / Afternoon pickup: OSU-M/NCSC campus, exact location TBD

RCT PICK UP TIMES

- Daily pick up times will be scheduled as requested by Pioneer
- Pick up time can be modified for late arrival days, etc.

#### PUBLIC ACCESS

- Members of the public will be able to ride this service, if seats are available

#### SERVICE / COST

- The contract service will be for the 2023-24 school year, approximately 182 days
- The cost for providing this contract service is \$21,400

#### **V. PAYMENT FOR SERVICES**

Based upon the transportation service described above, RCTB will provide demand response service on behalf of PIONEER for the following cost:

- Total cost for 2023-24 school year = \$21,400
- Pioneer will be billed in 4 installments of \$5,350
- Billing dates will be Aug. 15, 2023, Oct 1, 2023, January 1, 2024, April 1, 2024

RCTB shall provide timely invoices to PIONEER for services rendered. RCTB will provide documentation for transportation services as requested by PIONEER

#### **VI. OCCURRENCES AND CLAIMS REPORTING**

Any incident or occurrence involving either party for services provided under the Agreement in which a party or any employee or agent employed by the party is involved or which may come to its or such individuals attention which could result in a claim for malpractice or other liability against either party shall promptly be reported to the other party's attention. Such report shall be in writing and timely, but not less than five (5) business days past the occurrence or first notice to a party of the event of an occurrence.

#### **VII. OTHER TERMS AND CONDITIONS**

1. **AMENDMENTS.** Any amendments to this Agreement must be submitted in writing thirty (30) days in advance of the implementation of such agreement, and shall be agreeable to all parties. Such amendments must be incorporated as written attachments to this Cooperative Agreement

2. **INDEPENDENT RELATIONSHIP.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture between PIONEER and RCTB, and RCTB shall not represent PIONEER or PIONEER's organization as having any relationship to RCTB other than for the limited purposes described in this Agreement. Further, RCTB has no authority to enter into contracts or agreements on behalf of PIONEER.

3. **LAWS.** Each party agrees that all disputes arising in connection with this Agreement shall be heard in the State of Ohio, and each party irrevocably submits to the exclusive jurisdiction of, and venue of Richland County, Ohio and agrees that service in any such disputes may be made in accordance with the notice provisions of this Agreement.

4. COMPLIANCE WITH LAW. RCTB shall, during the term of this Agreement and at its own expense, comply with applicable federal, state, and local laws, rules and regulations.

5. NOTICES. Any notice required or permitted by this Agreement shall be in writing and delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally, (b) by reputable overnight courier upon written or electronic verification of receipt, (c) by facsimile transmission when confirmed by facsimile transmission, or (d) by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses provided below or to such other address that the receiving party may have provided for the purpose of notice pursuant to this section .

For PIONEER, any notice shall be sent to:  
Superintendent Greg Nickoli  
Pioneer Career & Technology Center  
27 Ryan Road  
Shelby, Ohio 44875

For RCTB, any notice shall be sent to:  
Jean Taddie, Transit Development Manager  
Richland County Transit Board  
19 N. Main Street  
Mansfield, OH 44902  
Fax: 419-774-5685

6. NO THIRD-PARTY BENEFICIARIES. Unless otherwise expressly provided, no provision of this Agreement shall give any rights, remedies, or other benefits to any person or entity other than RCTB and PIONEER.

7. HEADINGS. The headings of the sections of this Agreement are for convenience only and shall not define or limit any of the terms or provisions hereof.

8. NO IMPLIED WAIVERS. The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision. All rights and remedies of any party are cumulative and concurrent, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

9. ASSIGNMENT . This Agreement cannot be assigned without the prior written consent of both parties. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of each party's successors and assigns.

10. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed automatically adjusted to conform to the requirements for validity in a

manner to best effect the parties' intent (or deleted if it cannot be so adjusted), and the validity and enforceability of the remainder of this Agreement shall not be affected.

11. COUNTERPARTS . This Agreement may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

12. FORCE MAJEURE. Neither party shall be liable for any loss, damage, delay or failure to perform in whole or in part resulting from causes beyond such party's reasonable control, including, but not limited to, fires, strikes, insurrections, riots, embargoes or requirements of any governmental authority


13. ENTIRE AGREEMENT. These Terms and Conditions are the exclusive agreement between RCTB and PIONEER concerning the subject matter hereof and supersede all prior and contemporaneous written and oral negotiations and agreements between them concerning the subject matter hereof.

#### SIGNATURE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last set forth below.

RICHLAND COUNTY TRANSIT BOARD

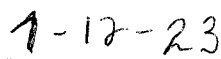
PIONEER CAREER & TECHNOLOGY CENTER

  
Signature

\_\_\_\_\_  
Signature

  
Title

\_\_\_\_\_  
Title

  
Date

\_\_\_\_\_  
Date

Approved as to form:

RICHLAND COUNTY PROSECUTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date