

TRANSPORTATION SERVICES AGREEMENT
(Yellow Bus, Small Carrier/Vans, Extra-Curricular, and Co-Curricular)

THIS AGREEMENT, made and entered into as of the 1st day of July, 2019, by and between the **Warren County School District** (the "District"), And D&R Transport Inc. (the "Contractor"), is being executed under the following circumstances:

A. The District desires to engage the services of a private transportation company to provide necessary transportation to and from school for pupils in the District.

B. The Contractor is a private transportation company with the equipment, facilities and ability to provide the transportation services required 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, as a non-exclusive transportation provider for the District, agrees to provide transportation services as requested by the District and for those school pupils designated by the District, to and from such points, along and over such routes, and at such times as set forth on approved routes and stops. The parties hereto expressly acknowledge and agree that the Contractor shall only be obligated hereunder to transport District pupils to and from school on school days and nothing herein shall be deemed or construed to create any obligation on the part of the Contractor to provide transportation services in connection with any extra-curricular or other activities. Further the parties expressly acknowledge and agree that the pupils to be transported, the number of pupils to be transported and the points, routes, times and other terms set forth on approved routes and stops shall be established at the discretion of the District and may be modified or eliminated as the District may, from time to time, see fit.

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 A of this Agreement, which is attached hereto and incorporated herein by reference. The District and Contractor Agree that the reference to "CI" as the Schedule A increase for the final four years of this Agreement shall mean the CPI percentage change indicated on the History of Transportation Cost Index, as published by the Pennsylvania Department of Education on the Pupil Transportation Subsidies section of its website. For example, if the History of Transportation Cost Index specifies a 1.5% CPI change for the 2020/2021 operation year, the Contract would receive a 1.5% compensation increase for the 2020/2021 school year; if the History of Transportation Cost Index specifies a 2% CPI change for the 2021/2022 operation year, the Contract would receive a 2% compensation increase for the 2021/2022 school year, etc.

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 on or before either the 30th day or the last business day of each month, whichever date is earlier. 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, 2019 (the "Effective Date") and shall continue during the term of the school years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024.
- (b) Unless earlier terminated by the District as hereinafter provided, this Agreement shall terminate on the last day of the school term in 2024.
- (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) In the absence of default or breach by the Contractor, the District shall have the right to terminate this Agreement either pursuant to Section 18 of this Agreement (in the event of a sale or change in ownership) or for convenience. If the Agreement is terminated for convenience, the District shall provide 365 days advance written notice of the termination 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 District may, but shall not be obligated to, provide fuel for the operation of Contractor's Vehicles in connection with the performance of services by yellow buses and small carriers/vans. In the event that the District elects to provide fuel to the Contractor, the District may cease providing such fuel at any time. If the District elects not to provide fuel to the Contractor or elects to cease providing such fuel as permitted hereunder, the District shall provide the Contractor with a fuel allotment, either, at the District's option, in the form of cash reimbursement for fuel purchased by Contractor or a credit card to be issued to Contractor for the purchase of fuel. Contractor hereby expressly acknowledges that it shall only be entitled to such fuel or fuel allotment as is necessary for the performance of the services require, and, in the case of any fuel allotment, Contractor further agrees that it shall maintain adequate records and documentation of all fuel purchases and shall strictly account to the District for all such purchases.

The parties acknowledge that at the time of the execution of this Agreement the District shall provide the Contractor with a fuel allotment in the form of a credit card to be issued to Contractor for the purchase of fuel. The parties agree that the usage of said fuel shall be calculated at the rate of 6 miles per gallon for yellow buses and 15 miles per gallon for small carriers/vans.

Notwithstanding the preceding two paragraphs, the parties agree that the Contractor shall be solely responsible for providing and paying for all fuel that is used by the Contractor in order for the Contractor to perform extra-curricular or co-curricular activities runs for the District. The Contractor shall be solely responsible for providing and paying for all fuel that is used by Contractor in order for Contractor to perform extra-curricular or co-curricular activities runs for the District.

6. Requirements Relating to Vehicles and vehicle Operation.

- (a) In connection with the services to be provided by Contractor hereunder, Contractor hereby agrees that Contractor and its employees and agents shall comply with all District policies and all laws, rules, regulations, and ordinances (whether federal, state, county or municipal) which are now (or in the future may be) applicable to its business, its vehicles, its equipment, the operation of its vehicles, or its employees or that in any way relate to the Contractor's provision of services pursuant to this Agreement. 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, regulations, and ordinances.
- (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) The Contractor hereby agrees that no person other than a District school pupil shall be transported in a vehicle; provided, however, that a teacher, school official, or parent may be transported in the vehicle when approved by the District's designated representatives. Except as expressly provided herein, no person other than pupils and their belongings shall be transported in a vehicle while it is engaged in transporting pupils to and from school.
- (d) 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.
- (e) 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) Age of Vehicles:
 - (i) Yellow Buses - With regard to the normal operation of daily runs, the Contractor agrees to utilize buses which are fourteen (14) years of age or less.

For the purposes of this Agreement and all schedules and handbooks associated therewith, the parties agree that the age of vehicle shall be measured from the date of manufacture (as established by the vehicle's official vehicle identification number) to the commencement of the particular school term for which the measurement is made.

- (ii) Small Carrier/Vans - With regard to the normal operation of daily runs, the Contractor agrees to utilize vehicles which are eleven (11) 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 twelve (12) 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 twelve (12) years of age or greater is inspected, in good repair, and meets the other requirements of this Agreement. A sign, at least eight (8) inches in height, bearing the designation "SCHOOL STUDENTS" shall be displayed on the front and rear of each vehicle.
- (iii) Extra-Curricular and Co-Curricular - 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. In the event that a designated route contains an area where there is no cellular telephone service, the Contractor shall ensure that the vehicle being utilized for the route contains a radio or other communication device that is able to communicate necessary information in instances when there is no cellular telephone service available.

7. Indemnification.

To the fullest extent permitted by law, 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 costs and attorney fees, arising in favor of any person, including the Contractor, on account of (i) the violation of any District policy, law, rule, or regulation or the violation of any federal, state, county or municipal law, regulation or ordinance by the Contractor or the Contractor's agents or employees; (ii) the breach of any terms of this Agreement or the Contractor Handbook 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 actions or inactions of the Contractor or the Contractor's agents or employees or the services provided by the Contractor or the Contractor's agents or employees pursuant to this Agreement. 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 parties agree that there are currently video and/or audio recording devices installed on the vehicles that will be used to perform this Agreement or that such devices shall be installed by the Contractor during the term of this Agreement if requested by the District. Said devices shall be the property of, and owned 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 or damaged devices, except that the Contractor shall be responsible for any damage or destruction caused by the Contractor's or its employee's or agent's negligent, reckless or intentional conduct. Said devices 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 devices. All video and/or audio recordings obtained by a recording device shall be the property of the District; shall not be viewed by Contractor or its employees, or agents (with the exception of only incidental

viewing associated with making necessary mechanical adjustments to cameras); and shall be managed by the District in compliance with any applicable requirements of the Family Educational Rights and Privacy Act (FERPA).

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. Conflicts

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.

Contractor further agrees that in the event of a conflict between any term, provision, or condition of this Agreement and any applicable federal, state, county, or municipal law, regulation or ordinance that is in effect, or that may go into effect during the term of this Agreement, the applicable federal, state, county or municipal law, regulation or ordinance shall govern and control and shall be binding upon the parties hereto.

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 Contractor Handbook will be reviewed annually by the Contractor and the District. The District reserves the right to amend said Handbook as it shall, in its sole discretion, deem necessary from time to time for reasons reasonably related to the health, safety, and welfare of the students, and said amendments shall be binding upon their delivery to the Contractor.

16. Clearances, Employment History Reviews, Child Abuse Reporting & Training, etc.

For any owner or employee that will have direct contact with children, Contractor agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews); for ensuring compliance with all applicable criminal background check requirements (state and federal, with updates every 5 years as required by law) and ongoing reporting requirements relative to arrests or convictions; for ensuring compliance with all applicable child abuse clearance requirements (with updates every 5 years as required by law) and ongoing reporting requirements relative to alleged child abuse; and for ensuring compliance with all applicable child abuse training and reporting requirements. Contractor acknowledges and agrees that any owner or employee of Contractor that will have direct contact with children is a mandated reporter of child abuse pursuant to 23 Pa.C.S.A. §6301, *et. seq.* Contractor shall be responsible for complying with District Policies including 7020 (Required Reports of Child Abuse, Clearances, and Training) and 5002 (Independent Contractors).

Contractor shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for all owners and employees that have direct contact with children and shall provide the District with proof of compliance before any individual is permitted to have contact with students of the District. Contractor shall also maintain records that document child abuse training and ongoing reports received relative to arrests, convictions, or alleged child abuse. Upon receiving any such report relative to arrests, convictions, or alleged child abuse, Contractor shall immediately notify the District's Business Manager in writing. The District may at any time request access to any or all of the records identified in this paragraph and, upon receipt of such request, Contractor shall provide the District with access within 24 hours.

For purposes of these provisions, the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children." The term "routine interaction" shall mean, "regular and repeated contact that is integral to a person's employment or volunteer responsibilities."

Contractor agrees that that any violation of this provision by the Contractor shall constitute a breach of this Agreement and shall be grounds for the District's termination of this Agreement. Additionally, Contractor understands that a violation of this provision may legally bar the District from being able to contract with Contractor in the future.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold

harmless the District and the District's officers, agents, Board Members, directors, employees, and representatives from and against any and all losses, claims, actions, injuries, damages, liability, and/or expenses (including litigation and reasonable counsel fees) that arise out of, or that are in any way associated with Contractor or Contractor's owner's, employee's, agent's, or third party contractor's failure to adhere to any of the requirements of this provision. Contractor's obligations to the District in this respect shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

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
6820 Market Street
Russell, PA 16345
Attention: Transportation Office

If to the Contractor: D+R Transportation LLC
4805 Micklehill Rd
P. Hefield, PA 16340
Attention: David J. Taydas

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's Board of School Directors.

Additionally, in the event that Contractor's business is sold, or a change in ownership occurs, during the term of this Agreement, Contractor shall provide the District with notice of the sale or change in ownership at least 90 days in advance of the scheduled effective date of the sale or change in ownership. Notwithstanding any provision herein to the contrary, upon the receipt of said notice, the District shall have 60 days thereafter to terminate this Agreement if the District determines, at its sole discretion, that it is in its best interest to do so. If the District does not

exercise its option to terminate this Agreement within the 60-day timeframe, the District's right to terminate this Agreement based on the sale or change in ownership shall cease and this Agreement shall remain in full force and effect.

19. Captions.

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

20. Severability.

All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement. and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto.

Additionally, any court (or arbitrator) construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the parties hereto as if the invalid section, sentence, or provision had never been inserted.

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. No modification or amendment of any provision of this Agreement shall be effective unless made in writing, approved by the District's Board of School Directors at a publicly held meeting held in compliance with the Pennsylvania Sunshine Act, and duly signed by the parties hereto.

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.

23. Preparation of Agreement.

The parties hereto agree that this Agreement has been prepared by the combined efforts of the parties hereto and that the language used herein is not to be construed either in favor of, or against, any party hereto in the event that a Court or Arbitrator determines that any provision of this Agreement is ambiguous, or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT


Board Secretary


By: Board President

CONTRACTOR

D+R Transportation LLC


By:

2014-2019 CONTRACT	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
SCHEDULE A					
Increase	1.90%	CI	CI	CI	CI
BUSES 0-6 YEARS OLD	2015-2020	2016-2021	2017-2022	2018-2023	2019-2024
	DAILY RATES	DAILY RATES	DAILY RATES	DAILY RATES	DAILY RATES
SCHOOL YEAR	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
MILEAGE					
0-50	\$227.62				
51-75	\$234.19				
76-100	\$239.09				
101-125	\$255.46				
126	\$263.66				
BUSES 07-14 YEARS OLD	2007-2014	2008-2015	2009-2016	2010-2017	2011-2018
MILEAGE					
0-75	\$205.57				
76-100	\$214.54				
101-125	\$221.09				
126	\$232.56				
	DAILY RATES	DAILY RATES	DAILY RATES	DAILY RATES	DAILY RATES
SCHOOL YEAR	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
MIN RUNS FOR BUSES	\$109.98				
NO WAIT TIME					
CANCELLED TRIP-NO WAIT TIME	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
CAREER CENTER RUNS	\$52.79				
Career Center Run- while waiting	\$53.92				
(fuel provided)					
EXTRA CURRICULAR	\$3.31				
(No fuel provided)					
WAIT TIME	\$13.75				
LIFT ADJUST (WHEELCHAIR)	\$15.95				
only if used for wheelchair student					
DIESEL FUEL PROVIDED AT 6 MILES PER GALLON					

2014-2019 CONTRACT	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
SCHEDULE A					
Increase	1.90%	CI	CI	CI	CI
School Year	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
VANS 0-11 YEARS OLD	2010-2020	2011-2021	2012-2022	2013-2023	2014-2024
CONTRACTOR RATE (Fuel provided)	\$1.56				
cut away \$0.05 /mile					
MIN RUNS FOR VANS NO WAIT TIME	\$96.23				
CANCELLED TRIP-NO WAIT TIME	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
EXTRA CURRICULAR SPORTS EVENTS/FIELD TRIPS (No fuel provided)	\$2.09				
WAIT TIME	\$13.75				
*Mid-Day runs will receive wait time for each hour worked mid-day with a cap of \$50. FUEL ALLOTMENT AT 15 MILES PER GALLON					