



Service Addendum – Transportation Services Consulting Contract

The goal of this project is to assist the school district with the purchase of an Ohio school bus.

Services Provided by the Consultant:

- Research – to include a review of the district's current fleet and determination of the district's needs with regard to type and style of school bus and the approved options that the district wishes to request on it's new bus(es). This includes one (1) trip for an on-site meeting with the district.
- A bus purchase specification package including a bid opening date shall be prepared and submitted to the district for approval.
- Upon board approval to bid, OSBA shall:
 - Schedule a pre-bid meeting for bus dealers in its Columbus office.
 - Prepare a legal ad that the district will place in a paper of general circulation before the date specified for receiving bids.
 - OSBA will post a bid spec on its transportation forum website for a period of two weeks.
 - Send electronic notice to bus dealers that have registered with OSBA to receive such notifications.
- A bid opening meeting shall be held at OSBA's offices as scheduled in the bid specification.
- A bid analysis will be completed comparing the bids received, including follow-up as needed with vendors to resolve any inconsistencies.
- The final deliverable in this work project will include a purchase recommendation based upon the completed bid analysis.
- All work specified above will be completed from OSBA's offices unless the district requests onsite visits, in which case travel charges will be applied.

The Board agrees to:

- Meet with the Consultant as necessary.
- Provide site access, necessary data and requested information to Consultant as requested.

Fee Structure. In consideration for services rendered, the Board agrees to pay the Consultant a flat fee of \$1,000, for all consulting services as outlined above, excluding expenses. Invoices shall be paid in full within thirty (30) days after receipt of invoice and in no event beyond ninety (90) days from the Consultant's rendering of the service.

The OSBA consultant will assist with any difficulties encountered in the bus delivery including communication between the district and the winning vendor with the intent of ensuring the product was delivered as specified. This assistance, if required, will be considered extra work and is billable at \$150 per hour, plus expenses.

Consultant fees, inclusive of expenses, shall be invoiced monthly.

Expenses:

Expenses shall consist of actual mileage incurred as a result of consultation with the Board at the current IRS reimbursement rate, lodging and meals incurred as a result of consultation with the Board, the actual cost of printing and/or mailing, facility fees, applicable recovery cost of telephone charges, and honoraria as appropriate. Travel time is paid at a rate of \$50 per hour, maximum four (4) hours per visit to the District. Any and all other expenses not specifically incorporated in this agreement shall be the responsibility of the party incurring the cost.

Timeline:

Timelines for completion of services will be as developed between the Consultant and the Board.



OSBA Services Agreement

Whereas, Ohio Revised Code Section 3313.171 provides for the employment of administrative consultants, this agreement is made this 22nd day of May, 2013, between the Ohio School Boards Association (hereinafter referred to as the "Consultant"), a nonprofit corporation with its principal place of business at 8050 N. High Street, Suite 100, Columbus, OH 43235 and the Galion City School District (hereinafter referred to as the "Board"), with its principal place of business at 470 Portland Way North, Galion, Ohio 44833 for the purpose of providing Transportation Services Consulting.

Now, therefore, the parties agree that the Consultant will provide the services as specifically outlined in the attached addendum in exchange for consideration and the Board will perform the responsibilities, if any, listed in the attached addendum, which is hereby acknowledged and made a part of this Agreement. The contract and the attached addendum represents the entire agreement by the parties and any changes to the agreement may be made only by a written instrument clearly setting forth the amendments and executed by both parties. This agreement is an independent agreement that is not dependent upon or related to any other contractual obligations of the parties. The relationship of the Consultant to the Board is that of an independent contractor, and nothing herein shall create any association, joint venture, or partnership of any kind between the parties. The services and information provided by the Consultant do not constitute the rendering of legal advice.

1. **Governing Law.** All questions with respect to the construction, performance, and enforcement of this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance with the laws of the State of Ohio.
2. **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to illness, injury, boycotts, riots, or other manifestations of civil strife or disorder, acts of God, wars, fire, epidemics, or acts in compliance with any applicable law, regulation, or order of any governmental body. In the event of a force majeure, there shall be no claim for damages by either party and each party shall bear its own costs attributable to the force majeure.
3. **Notice.** All notices or demands that either party may be required or desire to serve upon the other party in connection with this Agreement shall be in writing and may be served personally or by regular mail, with constructive receipt deemed to have occurred five (5) calendar days after the mailing or sending of such notice to the address of the principal place of business of the Board and the Consultant.
4. **Duration.** The contract shall expire upon the completion of all duties as assigned in the addendum, attached hereto and made a part of this Agreement.
5. **Cancellation/termination.** This contract may be terminated by: (a) mutual agreement of the parties or (b) written notice of breach of this Agreement by either party. Any amounts owing for services rendered prior to cancellation due to mutual agreement shall become due and must be paid in full upon cancellation.

Jan D. Kratting 5/21/13
OSBA Division Director / date

[Signature] 5/31/13
Board President / date

[Signature] 5/31/13
Treasurer / date

Please sign and return one copy along with a purchase order to the Ohio School Boards Association.