

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into as of **November 1st 2023** between EverDriven Technologies, LLC. ("Contractor") and Boone County Schools (the "District"), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these 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

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor's agreement with **OMNIA Partners (formerly National IPA), Contract No. R190401**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

For as long as this agreement is in effect, Contractor shall have right of first refusal for all alternative transportation routes assigned by District.

2. Term

The initial term of this Agreement shall commence on **November 1st 2023 and end on September 1st 2024**. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement may be renewed upon mutual agreement by both parties.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after Contractor submits invoice to the District for the provision of the Services for the relevant week. Any payment not received

by Contractor within thirty (30) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers.

4. Adjustment of Rates

The rates established in this Agreement shall be subject to a three (3) percent increase once each year.

5. Trigger to Renegotiate

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, wages, labor shortage, inflation/economic recession (CPI).

6. Force Majeure

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%. If District elects not to agree to these terms, Contractor cannot assure resources will be available to the District when Force Majeure event ends.

7. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

8. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers") to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services

under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

9. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

10. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child. Contractor agrees that all employee background checks shall conform to the provisions of KRS 160.380.

11. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

12. Marketing

Subject to applicable laws regarding privacy of student information, District grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include cost savings realized by District, the number of students transported, and the number of trips conducted. Marketing requests which do not fall under the definition of "True and Verifiable results" must be approved by District in writing. True and verifiable results do not include personal information about students or families. District consents to Contractor's use of District's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the District's name, logo and/or trademark is solely for purposes of identifying District as a user of Contractor's Services.

13. Assignment of Contractor's Rights

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement without District's written consent; provided, however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

14. Indemnification

Contractor hereby agrees to indemnify and hold the District, 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 fees and court costs) arising out of any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the gross negligence of Contractor or its subcontracted service provider or the subcontracted drivers pursuant to this Agreement.

15. Independent Contractor

In providing the management and logistical support necessary to coordinate 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 District. 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 the District 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, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

16. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed services or commenced actions to become a provider of services for Contractor or any subcontractor at any time during the term of this Agreement.

17. Notices

All notices or other communication 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 or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Boone County Schools

Phone: _____

Email: _____

To Contractor: Megan Carey, Chief Development Officer
EverDriven Technologies, LLC.
5680 Greenwood Plaza Blvd., Suite 550S
Greenwood Village, CO 80111
Phone: 877-225-7750; Fax: 888-252-4342
Email: everdriven@everdriven.com

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

18. Entire Agreement

This Agreement, and its Attachments which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

19. Waivers

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 of this Agreement.

20. Attorney 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 the court costs and reasonable attorney fees in the judgment rendered in such action.

21. 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 not be affected.

22. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

23. Choice of Venue

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this agreement or any of its terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

24. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

DISTRICT

By: _____

Title: _____

Signed: _____

Date: _____

CONTRACTOR

By: Megan Carey

Title: Chief Development Officer

Signed: _____

Date: _____

ATTACHMENT 1 - Fees for Service

The Contractor will charge the District a **\$75 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.58 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$75.00
Per Mile Fee (after the first 12 miles)	\$2.58
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$35.00
Car Seat/Safety Vest Fee (per student)	\$5.15
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$27.50
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.

- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.
- **Ferry/Toll Fee:** Fee only incurred when the District requests that the Contractor provide a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed accordingly.

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "Kentucky U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

3. **Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

4. **When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

- a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
- b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.
- c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

Proration of Trip Fees – EverDriven’s Three Step Process

1. Stand Alone District Trips:

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

2. Multi-District Trips

All of the students from the participating districts are combined into the most cost-effective trips, yielding new “Multi-District trips” and subsequent trip costs.

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 4 – The District requires the following from all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District, subcontracted drivers shall:

- Pass criminal history record checks, administered by third-party vendor, at both the county and national levels, confirming 7 years of recent history free of convicted felony offenses.
- Pass an official Department of Justice Sexual Offender Registry Check.
- Utilize identification badges during trip service.
- Obtain and maintain appropriate licensure for the state of operation and class of vehicle used for transportation efforts.

Consortium Consent Requirements are as follows:

- Contractor requires each subcontracted driver to enroll in a drug and alcohol consortium prior to servicing trips on behalf of Contractor.
- Contractor requires proof of entry into that consortium, with a consortium consent form, where the consortium and subcontracted driver both agree to provide Contractor with testing results and information for that subcontracted driver prior to servicing trips on behalf of Contractor.
- Contractor requires subcontracted drivers to provide proof of a negative pre-service drug and alcohol screening prior to servicing trips for Contractor, and will request proof of a post-accident/incident/reasonable suspicion drug and alcohol screening. The consortium will provide positive results from a random drug screening for subcontracted drivers, at which point Contractor will remove the subcontracted driver from servicing Contractor trips.

ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District:

Subcontracted drivers shall complete a CTAA-Certified Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication, Stress Management, and De-Escalation skills.
- Compliance with the Americans with Disabilities Act (ADA).
- Familiarity with Service Animals.
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders.
- Education pertaining to Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis).
- Securing Wheelchairs and acquaintance with common adaptive equipment, if the subcontracted driver services trips for EverDriven in a wheelchair accessible vehicle.
- Emergency and Evacuation Procedures.
- Driver/Passenger Sexual Improprieties.

ATTACHMENT 6 – The District requires the following from all Vehicle(s) providing service through the Contractor.

As required by the District, prior to beginning services transporting students for the District:

- Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.

Contractor performs an annual 50+ point inspection of subcontractor vehicles to ensure the vehicle is SafeRide Certified.
- Vehicles operated by subcontracted drivers will be inspected annually by a certified 3rd party mechanic.
- Vehicles operated by subcontracted drivers will remain clean at all times during service.
- Vehicles operated by subcontracted drivers shall be marked with an EverDriven Window Decal
- Subcontractor vehicles must be appropriately registered in the state of operation and maintain active Personal Automobile Liability Insurance.

District Name: _____

To whom should contract notices be sent?

Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: _____

Email: _____ Phone: _____

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: _____

Email: _____ Phone: _____

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: _____

Email: _____ Phone: _____

Who should our dispatchers contact regarding after-hours emergencies or accidents?

Name & Title: _____

Email: _____ Phone: _____

Who should we email the No-Show Report to each morning?

Name & Title: _____

Email: _____

Who should we email with EverDriven Technology Notices/Updates?

Name & Title: _____

Email: _____