

AGREEMENT FOR ALTERNATIVE TRANSPORTATION SERVICES

THIS AGREEMENT ("Agreement") is entered into as of **May 15, 2019**, between Adroit Advanced Technologies, Inc. ("Contractor") and Beverly Hills Unified School District (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." Services shall be rendered at carried rates depending on mileage to and from location with price quotes approved in advance by the Student Services Department. Current need is round trip daily from a Beverly Hills Unified School site to student residence round trip daily at the rate of \$100/day, not to exceed \$3,000.00. Cancellations must be made a minimum of two hours prior to pick up or a full trip will be charged.

2. Term

The initial term of this Agreement shall commence on **June 3, 2019** and end on **June 30, 2019**. At the end of the initial term this Agreement cannot be renewed.

3. Fees for Service

Contractor shall be paid the agreed amount based on fees outlined on Paragraph 1. Invoices shall be submitted after services have been rendered at the end of each month and payments will be sent within 30 days of billing receipt. Invoices shall detail the student name and date of transportation.

4. 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.

5. Contractor Personnel and Independent Contractor Drivers

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 and as deemed appropriate by Contractor to coordinate the Services. While Contractor may contract with independent contractor drivers who will provide actual 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 contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services.

6. 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 additionally 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).

7. 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 independent contractor 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.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by independent contractor drivers, Contractor shall require each Contractor personnel or independent contractor driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verifications.

9. Drug and Alcohol Testing

Contractor only contracts with transportation 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.

10. Assignment of Contractor's Rights

Except as it relates to the entering into of contacts with independent contractor drivers for the purpose of those independent contractors providing transportation services, Contractor shall have no right to assign its rights or obligations under this Agreement.

11. Indemnity of the District

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 (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

12. 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.

13. 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, independent contractor or other person who has performed services for Contractor at any time during the term of this Agreement.

14. 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:	<u>Beverly Hills Unified School District</u>
	<u>Student Services Department</u>
	<u>255 South Lasky Drive</u>
	<u>Beverly Hills, CA 90212</u>
	<u>310-551-5100</u>
	<u>JDavis@bhusd.org</u>

To Contractor:	Daniel Hernandez
	Adroit Advanced Technologies, Inc.
	1625 El Camino Real, Suite 4
	Belmont, CA 94002
	888-778-3413, ext. 5
	Daniel@goadroit.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement, and Attachments 1-7 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Counterparts

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

ADROIT ADVANCED TECHNOLOGIES INC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Funding Source (Name/SACS Code)

Attest:

By: _____
Name: LaTanya Kirk Carter
Title: Assistant Supt., Business Services

By: _____
Name: _____
Title: _____

By: _____
Name: Angeli Villaflor
Title: Director of Fiscal Services

Federal Tax I.D. Number

By: _____
Name: Noah Margo
Title: President, Board of Education

Attest:

By: _____
Name: Dr. Michael Bregy
Title: Superintendent of Schools

Attachment No-Shows and Late Cancels

1. Definitions:

- **No-Show:** is an attempt to pick-up the student but the student is not there or is not ready without a previous notice by The District or the student's guardian.
- **Late Cancel:** is a notice of trip cancellation from The District or the student's guardian less than 2-hours from the scheduled trip's time.

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

2. Possible Protocols for No-Shows:

- **Single Rider Trips:**
 - If an AM single rider No-Show occurs, The District will be billed for the AM trip and the afternoon trip will remain scheduled unless Contractor is notified by the parent or The District to cancel the afternoon trip.
 - The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
 - 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.
- **Multiple Rider Trips:**
 - The afternoon trip always remains scheduled

3. No-Show Reports:

Each morning an email is sent from Contractor 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 Contractor' 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 afternoon.

The District is responsible for alerting 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.

4. Student Removal / Student Cancellation:

a. Permanent Removal of Student from Route:

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

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

b. 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.

c. 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

5. Cancellations/Temporary Removal:

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

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

b. 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.

c. 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.