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**AGREEMENT EXERCISING THE FIRST AND SECOND (FINAL) OPTIONS
TO RENEW THE TRANSPORTATION SERVICES AGREEMENT**

(EverDriven Technologies, LLC f/k/a ALC Schools, LLC)

(“Piggyback” of Contract between the Region 4 Education Service Center and ALC Schools, LLC)

This Agreement Exercising the First and Second (Final) Options to Renew the Transportation Services Agreement (“**First and Second (Final) Renewal Agreement**”) is entered into as of this August 1, 2023 (“**Effective Date**”) by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools, with offices located 42 West Madison Street, Chicago, Illinois 60602 (the “**Board**” or “**CPS**”) and EverDriven Technologies, LLC, with offices located at 5680 Greenwood Village Plaza Blvd #550s, Greenwood Village, CO 80111 (“**Vendor**”). The Board and Vendor shall be referred to collectively herein as the “**Parties**” or individually as a “**Party**.”

RECITALS:

- A. The Board and Vendor entered into that certain Transportation Services Agreement for a term commencing January 1, 2023 and continuing through July 31, 2023 (“**Original Agreement**”) (authorized by Board Report: 22-0622-RS4), with the Board having two (2) options to renew for a period of one (1) year each; and
- B. The Board now desires to exercise the first and second (final) options to renew the Original Agreement upon the terms and conditions as set forth in this First and Second (Final) Renewal Agreement, and Vendor accepts this First and Second (Final) Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this First and Second (Final) Renewal Agreement are collectively referred to as the “**Agreement**.”

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and made a part of this First and Second (Final) Renewal Agreement by this reference, and the mutual covenants contained herein, the Parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms contained in this First and Second (Final) Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.
- 2. **Renewal Term:** The term of the First and Second (Final) Renewal Agreement shall commence on August 1, 2023 and continue through July 31, 2025 (“**First and Second (Final) Renewal Term**”), unless terminated sooner as provided in the Original Agreement. The Board shall have no remaining option to renew the Agreement after the First and Second (Final) Renewal Term expires.
- 3. **Scope of Services:** During the First and Second (Final) Renewal Term, Vendor shall continue to provide the Services as set forth and described in the Original Agreement, including **Exhibit B** attached thereto and incorporated therein.
- 4. **Compensation:** During the First and Second (Final) Renewal Term, Vendor shall continue to be paid in accordance with the pricing set forth in the Schedule of Compensation attached hereto and incorporated herein as **Exhibit C-1** which replaces **Exhibit C** attached to the Original Agreement. The maximum compensation payable to Vendor during the First and Second (Final) Renewal Term shall not exceed the amount stated in the Board Report, which is referenced on the signature page of this First and Second (Final) Renewal Agreement, as may be amended (“**Maximum Compensation Amount**”). It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. The Board shall not reimburse for any expenses.

Compensation shall be based on actual Services performed during the First and Second (Final) Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. If Vendor overcharges, in addition to all other remedies,

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the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board.

5. **Entire Agreement:** Except as expressly provided in this First and Second (Final) Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the First and Second (Final) Renewal Term.

6. **Counterparts and Electronic Signatures:** This First and Second (Final) Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both Parties.

7. **Board Approval:** This First and Second (Final) Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

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IN WITNESS WHEREOF, the Parties have caused this First and Second (Final) Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

^{DS}
JDE

EVERDRIVEN TECHNOLOGIES, LLC

DocuSigned by:
Jianan Shi
By: _____
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Jianan Shi, President

By: *Megan Carey*
Name: Megan Carey
Title: Chief Development Officer

DocuSigned by:
Susan Narrajos
Attest: _____
ADC0240049D6440...
Susan Narrajos, Secretary

Date: 10/5/2023

Date: October 10, 2023 | 4:01:34 PM CDT

DocuSigned by:
Pedro Martinez
By: _____
AA17700A402440C...
Pedro Martinez, Chief Executive Officer

Board Report No. 23-0628-PR14

Rescission Report No: 23-0928-AR1-I-38

Approved as to Legal Form: ^{DS}*CO* ^{DS}*JDE*

DocuSigned by:
Ruchi Verma
By: _____
50B502E0FFA4400...
Ruchi Verma, General Counsel

Attachment:

Exhibit C-1 – Schedule of Compensation for First and Second (Final) Renewal Term

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EXHIBIT C-1
SCHEDULE OF COMPENSATION
(see attached)

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EXHIBIT C-1**SCHEDULE OF COMPENSATION**

This Schedule of Compensation shall be incorporated into and governed by the terms of that certain Services Agreement ("**Agreement**"), effective as of December 12, 2022, by and between EverDriven Technologies, LLC ("**Vendor**") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"). Fees shall remain firm for the initial term.

I. 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 the Board may be charged for is determined based on the cumulative total of each one-way trip. The Board shall 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.

II. Pricing Matrix

Vendor shall charge the District at a flat rate of **\$76.00 per trip**, 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 \$2.50 per mile fee will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

| Service Fees: | | |
|-----------------------------|---------|--|
| Category: | Rate: | Explanation: |
| Trip Fee | \$76.00 | Includes the first 12 miles |
| Per Mile Fee | \$2.50 | After the first 12 miles |
| Accessorial Charges: | | |
| Wait Time Fee | \$60.00 | Cost per hour, billed in 15 min increments. Wait time fee starts after 15 minutes has passed only if the authorized CPS agent has requested the driver to wait. |
| Monitor Fee | \$26.00 | Per hour, 2-hour minimum. Only incurred when the District requests that Vendor provide a student Monitor for the trip. The Board expects to provide the necessary Monitor. When the Board provides the Monitor, the Vendor shall not |

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| | | charge 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 | Market Fare | 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. |
| No Show or Late Cancel | | Full price of the trip |
| Cameras (the following pricing is only applicable if cameras are requested to be included on vehicles) | | |
| Camera Fee (per trip) | \$2.00 | Trips with camera equipped vehicles |

Fuel Surcharge Policy:

The fuel surcharge policy shall apply to all Small Vehicle/ParaTransit vehicles provided under this Agreement and shall be based on the scale set below. Adjustment to the fuel rate shall be determined on a quarterly basis based on the Midwest (PADD2) Oil Price Information Service (OPIS) PADD report data and the fuel price for the quarter shall be provided by the Board.

- For every increase or decrease of five cents (\$0.05) per gallon in the index, the fuel surcharge rate shall be changed upwards or downwards by 0.2 cents (\$0.002) per mile.

Depending on the vehicle mix, the Gasoline (Midgrade Conventional) fuel price would apply.

Gasoline (Midgrade Conventional)

| | |
|---|--|
| Monthly Fuel Price (USD per Gallon) <i>Continuing at \$0.05 decrements</i> | Surcharge per Mile <i>Continuing at \$0.002 decrements</i> |
| \$1.65 - \$1.70 | -\$0.18 |

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| \$1.71 - \$1.76 | -\$0.17 |
| \$1.77 - \$1.82 | -\$0.16 |
| \$1.83 - \$1.88 | -\$0.15 |
| \$1.89 - \$1.94 | -\$0.14 |
| \$1.95 - \$2.00 | -\$0.13 |
| \$2.01 - \$2.06 | -\$0.12 |
| \$2.07 - \$2.12 | -\$0.11 |
| \$2.13 - \$2.18 | -\$0.10 |
| \$2.19 - \$2.24 | -\$0.09 |
| \$2.25 - \$2.30 | -\$0.08 |
| \$2.31 - \$2.36 | -\$0.07 |
| \$2.37 - \$2.42 | -\$0.06 |
| \$2.43 - \$2.48 | -\$0.05 |
| \$2.49 - \$2.54 | -\$0.04 |
| \$2.55 - \$2.60 | -\$0.03 |
| \$2.61 - \$2.66 | -\$0.02 |
| \$2.67 - \$2.72 | -\$0.01 |
| \$2.73 - \$2.78 | \$0.00 |
| \$2.79 - \$2.84 | \$0.01 |
| \$2.85 - \$2.90 | \$0.02 |
| \$2.91 - \$2.96 | \$0.03 |
| \$2.97 - \$3.02 | \$0.04 |
| \$3.03 - \$3.08 | \$0.05 |

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| \$3.09 - \$3.14 | \$0.06 |
| \$3.15 - \$3.20 | \$0.07 |
| \$3.21 - \$3.26 | \$0.08 |
| \$3.27 - \$3.32 | \$0.09 |
| \$3.33 - \$3.38 | \$0.10 |
| \$3.39 - \$3.44 | \$0.11 |
| \$3.45 - \$3.50 | \$0.12 |
| \$3.51 - \$3.56 | \$0.13 |
| \$3.57 - \$3.62 | \$0.14 |
| \$3.63 - \$3.68 | \$0.15 |
| \$3.69 - \$3.74 | \$0.16 |
| \$3.75 - \$3.80 | \$0.17 |
| \$3.81 - \$3.86 | \$0.18 |
| Continuing at \$0.05 increments | Continuing at \$0.01 increments |