

STUDENT TRANSPORTATION SERVICES AGREEMENT

This Student Transportation Services Agreement (“Agreement”) is entered into as of July 1, 2021, but effective as of the Effective Date specified below, by and between All Aboard Texas, LLC (“Contractor”), a Texas limited liability company, and the Brownwood Independent School District (hereinafter referred to as “District”).

WHEREAS, Contractor is in the business of providing transportation services and is willing to provide such services to District under agreed terms and conditions established through a competitive bidding process conducted by the Mathis-Pawnee Purchasing Cooperative; and,

WHEREAS, District is a Member of the Mathis-Pawnee Purchasing Cooperative, and as such, is entitled to avail itself of the results of the bidding procedures conducted by the Mathis-Pawnee Purchasing Cooperative, in accordance with the provisions of Chapter 791, Texas Local Government Code; and,

WHEREAS, the terms and conditions contained in this agreement are consistent with the terms quoted by Contractor in its Proposal to the Mathis-Pawnee Purchasing Cooperative; and,

WHEREAS, District desires to have Contractor render transportation services to it under the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. TERM AND EXTENSIONS THEREOF

This Agreement shall commence on July 1, 2021 (the “Effective Date”). The Agreement shall terminate as of the close of business on July 31 of the year next following the beginning of each applicable contract year (the “Annual Expiration Date”). The Agreement may be extended, in the sole discretion of the District for five additional one-year terms. In the event District wishes to extend this Agreement, it shall give Contractor written notice of its intent to extend the Agreement, sixty (60) days prior to the Annual Expiration Date.

2. VEHICLES

During the term of this Agreement, and any extension thereof, the parties hereto acknowledge and understand that District will at all times own or lease all school buses or other vehicles used for the provision of Services under this Agreement (“School Buses”). The School Buses and or other vehicles owned by the District and operated by the Contractor are described in the vehicle attached hereto as **Attachment 1**, which is incorporated herein by reference for all purposes.

3. DUTIES OF CONTRACTOR

Contractor shall operate and maintain all equipment necessary for the transportation of pupils to and from schools maintained by the District and on all other District approved trips, including the use of said equipment during a District-declared emergency. Contractor shall provide all deliverables, expertise, facilities, labor, management, resources, services, skills, and tools necessary for the performance of its obligations (collectively, "Transportation Services") in accordance with the terms and conditions of this Agreement.

4. PRICING, PAYMENT, AND SUBSEQUENT FISCAL PERIODS

4.1 Price per Base Route. Under the terms and conditions of Contractor's bid, Contractor has agreed to provide regular route services for all cooperative members for a price range of between Two-Hundred Fifty Dollars (\$250.00) and Four Hundred Dollars (\$400.00) per route of up to four (4) daily hours with the specific amount determined on an individual district basis within the price range depending upon the specific configurations of the specific bus routes. The base routes to be operated by contractor are listed in **Attachment 2** and incorporated herein by reference for all purposes. After negotiations within the price range, Contractor and District agree that for purposes of this Agreement, standard base routes for the District will be operated by Contractor for the base price of \$ 258.00 per route per day.

4.2 Hourly Pricing for Routes in Excess of Four Hours. For Base routes in excess of four hour durations, under the terms and conditions of Contractor's bid, Contractor has agreed to provide for extensions of pricing of regular route services in excess of four (4) hours for all cooperative members for a price range of between Thirty-One Dollars (\$31.00) and Forty Dollars (\$40.00) per route with the specific amount determined on an individual district basis within the price range depending upon the specific configurations of the specific bus routes. After negotiations within the price range, Contractor and District agree that for purposes of this Agreement, the hourly charge to the District for Base Routes in excess of four hours will be \$ 31.13 per hour, with billing to be in increments not to exceed quarter-hour increments.

4.3 Extra-Curricular, Mid-Day Runs and Other Bus Services. For extra-curricular, mid-day runs and other bus services, under the terms and conditions of Contractor's bid, Contractor has agreed to provide such services for all cooperative members for a price range of between Thirty-One Dollars (\$31.00) and Forty Dollars (\$40.00) per route with the specific amount determined on an individual district basis within the price range depending upon the specific configurations of the specific bus routes. After negotiations within the price range, Contractor and District agree that for purposes of this Agreement, the hourly charge to the District for Base Routes for extra-curricular, mid-day runs and other bus services will be \$ 31.13 per hour, with billing to be in increments not to exceed quarter-hour increments.

4.4 Bus Aides/Monitors Services. For routes designated by District as requiring Bus Aides or Monitors, under the terms and conditions of Contractor's bid, Contractor has agreed to provide such services for all cooperative members for a price range of between Fifteen Dollars (\$15.00) and Twenty-Five Dollars (\$25.00) per bus Aide or Monitor with the specific amount determined

on an individual district basis within the price range depending upon the specific configurations of the specific bus routes. After negotiations within the price range, Contractor and District agree that for purposes of this Agreement, the hourly charge to the District for bus aides or monitors will be \$ 19.23 per hour, with billing to be in increments not to exceed quarter-hour increments.

4.5 Mechanic Services. Contractor shall provide mechanic services to service District vehicles, including its White Fleet, under the terms and conditions of Contractor's bid for a price of Forty-Five Dollars (\$45.00) per hour with billing to be in increments not to exceed quarter-hour increments.

4.6 Minimum Call-Out Road Services. In instances where Contractor is required to provide call-out road services, under the terms and conditions of Contractor's bid, Contractor has agreed to provide such services for all cooperative members for a minimum price of between Sixty-Two Dollars (\$62.00) and Eighty-Two Dollars (\$82.00) per service call with the specific amount determined on an individual district basis within the price range depending upon the specific configurations of the specific bus routes. After negotiations within the price range, Contractor and District agree that for purposes of this Agreement, the minimum service charge to the District for call-out road service will be \$ 62.26 per call.

4.7 Parts. District will provide parts for busses and white fleet vehicles. In the event contractor must purchase a part it will be charged out to the district at cost plus 10%

4.8 Days of Service. Contractor's rates are based on days of service students are in school, consistent with the number of school days anticipated under this Agreement. District has provided Contractor with a school calendar for each school year to which this Agreement applies, and will timely notify contractor of changes in its annual school calendar and any calendars adopted for future years in the event that this Agreement is extended.

4.9 Expenses. District shall reimburse Contractor at cost for all other reasonable and necessary expenses incurred by Contractor on District's behalf in performing its obligations under this Agreement, provided that a request for such reimbursement is accompanied by such documentation as District may request establishing the type, date, amount, payment and the purpose and reasonableness of such expense.

4.10 Annual Adjustment. In the event of an extension of this Agreement under Section 1, above, the charges and rates set forth in Sections 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6, above shall be increased annually effective on the first day of the new school year based on the percentage increase in the U.S. Department of Labor, Consumer Price Index, All Urban Consumers-(CPI-U), for the period from March of the prior year to March of the current year (the "CPI"); provided, however, that the rates shall in no event be increased by an amount greater than five percent (5%) above the previous year's amounts, as adjusted.

4.11 Unscheduled Closing of Schools. District shall not be obligated to pay for any Services on days when the schools and classes of the District are closed to ensure the health and safety of pupils, or for any other lawful reason.

4.12 Additional or Unanticipated Costs. In the event that any federal, state or local laws, rules, or regulations, including District policies, should change during the term of this Agreement, resulting in additional and unanticipated costs to Contractor in order to comply, the Parties hereto agree to meet and attempt to equitably adjust rates to compensate Contractor for such duly established additional costs.

4.13 Invoice and Payment. Contractor shall submit invoices, no later than the fifteenth (15th) day of the month following the month in which service is rendered, in the form required by District for all Services at the rates set forth. Timely and accurate invoices shall be paid by the end of the month in which they are submitted. Invoices shall include a single cover page itemizing the contents of each invoice and the pricing breakdown for each category. Invoices will be consistent in language and data regardless for all operations. Line items within each invoice must clearly be understood by the District and detail the hours worked by billed staff, the services performed, routes completed, hours billed for each day, and all such other information as may be reasonably requested or required by District. Amounts not paid within thirty (30) shall be subject to the provisions of Chapter 2251, Texas Government Code.

4.14 Availability of Funds for Subsequent Fiscal Periods. Funds are presently budgeted for performance under this Agreement for the current fiscal year. The District and/or Contractor may terminate this Agreement without penalty if funds sufficient to pay obligations hereunder in subsequent fiscal years during the term of this Agreement are not appropriated. District shall have no liability for payment of money for performance under this Agreement for services rendered after the end of any fiscal year until such funds are appropriated. The District shall provide Contractor not less than thirty (30) days written notice of non-appropriation prior to the end of the current fiscal year.

5. CONTRACTOR'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Contractor represents, warrants and covenants as follows:

5.1 Throughout the term of this Agreement, Contractor, its employees, and authorized agent(s): (1) shall comply with all applicable federal, state, and local laws, regulations, and orders respecting the performance by Contractor of its duties and responsibilities under this Agreement and, in particular, shall meet or exceed the safety standards for school buses established by the Texas Department of Public Safety with the advice of the Texas Education Agency; (2) shall obtain and maintain all approvals, licenses, and permits required by any federal, state, or local licensing or regulatory agency for performance of the work under this Agreement; and (3) shall inform District within thirty (30) days of the denial, expiration, non-renewal, revocation, or termination of any approval, license, or permit required for performance of the Services under this Agreement.

5.2 Contractor shall use qualified individuals with suitable capabilities, experience, licenses, skill, and training to perform its obligations. In the event that District does not approve of an individual providing Services hereunder, Contractor shall discuss the matter with District. If Contractor agrees with District's opinion or finds a reasonable basis for District's opinion, it shall remove such individual from performance and replace that individual as quickly as reasonably feasible.

5.3 Contractor shall carry throughout the term of this Agreement commercial auto insurance in an amount of at least One Million Dollars (\$1,000,000.00) per incident with an annual limit of not less than Three Million Dollars (\$3,000,000.00), commercial general liability insurance, and workers' compensation insurance necessary to fulfill its obligations hereunder and, upon request, shall furnish evidence thereof to District.

5.4 In the event of a breach of any representation, warranty or covenant stated in this Article, Contractor shall without charge and without delay repair, replace, re-perform, or modify the affected Services so as to promptly correct such breach or default. All representations, warranties, and covenants shall survive acceptance, inspection, and payment.

6. CLAIMS BETWEEN THE PARTIES

6.1 Duties to District by Contractor. Contractor shall indemnify, defend and hold harmless District (including its employees and officers) from any claim, suit, or proceeding arising out of the conduct of Contractor, its employees, or its subcontractors, which is alleged to have caused injury, death, property damage, or economic loss to any third party to this Agreement. Contractor's obligation to defend and indemnify District shall include an obligation to pay any costs, reasonable attorneys' fees, and reasonable expert witness fees incurred by District in defense of the third-party claim and to pay any damages, costs, and fees awarded to a third party by a court of competent jurisdiction. This indemnity obligation shall not apply if a court of competent jurisdiction determines that the third-party claim arises out of the sole negligence or willful misconduct of District and, in the event of concurrent negligence by District and Contractor, each party shall be responsible for their respective proportional degree of liability. Pending such a determination, Contractor's duty to defend District shall remain in full force and effect.

6.2 Duties to Contractor by District. District shall defend and hold harmless Contractor (including its employees and officers) from any third-party claim, suit or proceeding arising out of the conduct of District, its employees, its contractors, which is alleged to have caused injury, death, property damage to any third party to this Agreement. District's obligation to defend Contractor shall not include an obligation to pay any costs, reasonable attorney's fees, and reasonable expert witness fees incurred by Contractor in defense of the third-party claim and to pay any damages, costs, and fees awarded to a third party by a court of competent jurisdiction. This indemnity obligation shall not apply if a court of competent jurisdiction determines that the third-party claim arises out of the sole negligence or willful misconduct of Contractor and, in the event of concurrent negligence by Contractor and District, each party shall be responsible for their respective

proportional degree of liability. Pending such a determination, District's duty to defend Contractor shall remain in full force and effect. Notwithstanding anything to the contrary in this Agreement, District's entire obligation under this Section shall not exceed applicable limits under the Texas Tort Claims act or under Tex. Educ Code §22.0511.

6.3 Duty to Cooperate. Each party shall notify the other promptly in writing of any matters with respect to which a right of indemnity may apply in order to allow the party being notified to investigate and defend the matter; provided, however, that failure to give such notice shall only relieve a party of its indemnity obligations hereunder to the extent the other party is prejudiced thereby. Each party agrees to assist the other party in the defense of any claim arising out of performance of Services under this Agreement.

7. DISPUTE RESOLUTION

7.1 In the event that any dispute arises over the terms of this Agreement, the Services, or any purported payment obligation thereunder, the Parties shall meet and confer in good faith regarding resolution of the dispute. The meet and confer attempt must occur within thirty (30) days of written notice of a dispute or claim by either Party.

7.2 If, after meeting and conferring in good faith, the parties are unable to resolve their dispute, the parties shall mediate their dispute within ninety (90) days of written notice of a dispute or claim by either party. Mediation shall take place in San Patricio, Texas before a mediator mutually acceptable to the parties. Unless the parties agree otherwise in writing, each party shall be fifty percent (50%) responsible for all mediation fees and expenses.

7.3 In the event that the dispute does not resolve through mediation, normal statutes of limitation and repose for filing and service of suit shall apply, and the time to file suit shall not be tolled by virtue of participation in any dispute resolution activity.

7.4 Neither party may file suit against the other over any dispute arising under the terms of this Agreement, the Services, or any purported payment obligation thereunder before attempting to mediate the dispute. Any suit filed in the absence of an attempt to mediate the dispute shall be subject to a plea in abatement and stay on discovery, which shall be in effect until the conclusion of mediation.

7.5 Any dispute arising under this Agreement, the Services, or any purported payment obligation shall be governed by the laws of the State of Texas without regard to conflict of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in _____Brown_____ County in Texas for judicial resolution of all claims for money damages arising out of this Agreement, the Services, or any purported payment obligation. District acknowledges that exclusive jurisdiction within _____Brown_____ County is a component of the consideration District provides to Contractor under this Agreement.

8. INDEPENDENT CONTRACTOR; INSPECTION; REPORTS; HIRING OF PERSONNEL

8.1 Independent Contractor. District and Contractor are entering into an independent contractor arrangement only and neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances shall any employee or agent of a party be deemed to be the employee or agent of the other party for any purpose. Nothing herein shall be construed as implying that an agency, employer-employee, joint venture, or partnership relationship exists between the parties hereto. Contractor is solely responsible for payment of all state or federal taxes, withholdings, and all similar statutory obligations arising out of performance of this Agreement.

8.2 Inspection. Contractor shall permit any designated representative of District to review the work of Contractor personnel performing Services and to inspect records of work performed upon notice of five (5) business days.

9. INSURANCE

9.1 General and Excess Liability Insurance. During the term of this Agreement, Contractor shall maintain insurance policies and coverage as specified in RFP. The District and its Trustees, officers, agents, and employees shall be included on said policies as additional insured. The certificates of insurance shall include assurance that the District shall be notified in writing by the insurance company of any cancellation not less than sixty (60) days prior to the effective date of such cancellation.

9.2 Worker's Compensation Insurance. During the term of this Agreement, Contractor shall maintain worker's compensation insurance, including employer's liability coverage, in the amount required by Texas state law for all employees engaged in work under this Agreement, and, in case any of its work is sublet, Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees, evidence of which shall be provided to the District prior to any subcontractor performing work hereunder. Contractor shall provide the District with certificates evidencing such insurance.

10. DUTIES

Contractor shall fulfill the obligations delineated below in accordance with the following terms and conditions.

A. SERVICES

10.1 General Service. Contractor shall operate District-owned School Buses to provide service according to the agreed route, schedule, and bus stops attached hereto as vehicle list provided by each school district. All routes, schedules, and bus stops must be approved by the District and may not be revised without prior authorization.

10.2 Routes, Schedules, and Stops. Contractor shall arrange bus routes and schedules to meet all of the District's various school schedules, including, when necessary, more than one starting and dismissal time. Such routes and schedules shall provide for modified school days and differentiated calendars adopted by the various schools serving students being transported under this Agreement. Route and schedule changes may be made upon proper notice to the other Party when it is determined that services may be improved by revising routing, rescheduling, or bus reassignment. Contractor shall change routes or drivers and increase or decrease bus capacities or services necessitated by facility, program, or population changes at the reasonable request of District. Any such revisions shall be deemed to be within the scope of this Agreement.

10.3 Pick Up, Drop Off, and Transit Time. Pupils are to be delivered to their school not more than thirty (30) minutes prior to class or program starting time, and school buses are to be immediately available to students at dismissal time. Except as approved by the District, the maximum time any pupil may be in transit one way shall not exceed one and one half (1 and 1/2) hour. District's approval shall not be unreasonably withheld.

10.4 Field Trips. Contractor agrees to provide transportation service for field trips as may be authorized by the District. The District will work with the Contractor to provide the maximum possible advance notice for upcoming field trip requirements. Field trip costs will be billed at the agreed Extra-Curricular contract price. The District shall have the option to cancel any scheduled field trip upon District notification to Contractor at least two (2) hours prior to the time of the first scheduled pickup at no charge to the District. If canceled after that time, the District shall be liable for a two (2) hours minimum charge.

10.5 Dry Run. A dry run day shall be conducted annually by Contractor, at Contractor's expense, prior to opening of school in the fall. All routes shall be run as though it were the first day of school.

10.6 Reports. Contractor shall timely prepare all reports regarding District's transportation system as required by law or reasonably requested by District. Included in such reports may be monthly reports to District concerning: (i) fuel consumption; (ii) fuel costs; (iii) maintenance of District's leased or owned equipment; (iv) number of students transported per route; (v) the mileage and extent of use for each District, owned or leased bus or vehicle; and, (vi) extracurricular active use. The District may require additional items be included in any report, or may require an additional separate report. Upon notification to the Contractor of the District's reporting request, Contractor shall provide such report(s).

10.7 Incidents and Accidents. A preliminary report of all accidents or incidents involving Contractor's equipment, personnel, or pupils being transported shall be made to the District within (30) minutes from the time of occurrence, which shall include general information regarding injuries or property damage and names and school of attendance of any pupils involved. Comprehensive written follow-up reports shall be made as soon as practicable thereafter until all pertinent facts have been reported to the District.

10.8 Discipline on the Bus. The driver is responsible for rider discipline on the school bus as specified by law and District policy. The Contractor and the District shall jointly develop a disciplinary policy to provide guidance to drivers in this critical area. The Contractor shall ensure that its driver training includes sufficient instruction regarding such policy.

10.9 Required Programs. Contractor shall, at its expense, conduct all programs required by law in a manner and on a schedule approved by the District including: (i) a program to inform the public that public school students will be riding on the District's or Contractor's buses; (ii) a program to educate the drivers of the buses to be used under this Agreement of the special needs and problems of public school students riding on the buses; and (iii) a program to educate on bus riding safety and any special considerations arising from the use of the District's or Contractor's buses.

10.10 Timeline Schedule. Within twenty (20) days of both Parties executing this Agreement, Contractor shall furnish District a schedule acceptable to the District detailing: (a) acquisition and replacement of necessary equipment; (b) acquisition of facilities; (c) hiring of supervisory personnel; (d) hiring of maintenance personnel; (e) hiring and training of drivers; (f) driver route orientation. Items (b) through (e) must be accomplished at least two (2) weeks prior to the first day of school.

B. PERSONNEL

10.11 Adequate Personnel. Contractor shall provide adequate personnel to provide the Services described in this Agreement. Said employees shall have all required certifications and licenses, and be trained and supervised in accordance with accepted industry practice and standards. All such employees shall at all times while performing Services hereunder be clean, courteous, and neat. All employees shall wear uniformed attire.

10.12 Safety and Security. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds and the supervision necessary to ensure the safe loading and unloading of school buses, and shall ensure that Contractor's drivers exercise extreme caution at times when pupils are present.

10.13 Standby Drivers. Contractor shall keep qualified drivers on standby to ensure uninterrupted service is provided in the event of driver absenteeism.

10.14 Management and Supervision. Contractor shall maintain staff as required for effective management and supervision of the Services provided to the District under this Agreement. The District Business Manager and Dispatcher shall not drive school buses except in the case of emergency.

10.15 Primary Contacts. The primary contact assigned to manage this Agreement for the respective Parties are as follows:

For All Aboard Texas, LLC

Korey Graham

Phone: 210-683-8787

E-mail: kgraham028@yahoo.com

For District

Name: Dr. Joe Young

Title: Superintendent

Phone: 325-643-5644 Ext. 1102

E-mail: joe.young@brownwoodisd.org

10.16 Fleet Operating Condition. Contractor shall keep, operate, and maintain all District-owned school buses in a safe, functional, and clean operating condition at all times during the term. District may inspect District-owned school buses at any time, with or without prior notice to Contractor.

10.17 Standby School Buses. Contractor shall keep District-owned standby School Bus equipment available to ensure uninterrupted service is provided in the event of mechanical breakdowns.

10.18 Restraints. Seat belts, car seats, or harness restraints (collectively "Restraints") shall be provided for each special education passenger according to individual need as determined by the District or as required by state and/or federal law. The District will be responsible for all costs of purchasing, installing, and maintaining Restraints. Contractor and the District will coordinate their efforts through the Special Education Department of the District for consultation with the specific needs of any students with disabilities.

10.19 Fuel. The District will purchase fuel for use by Contractor in the provision of Services. Contractor will attempt to purchase fuel in transport quantities and will endeavor to obtain fuel at a minimum of cost to the District.

10.20 Two-Way Radios and Video Equipment. Contractor will equip and maintain all buses with two-way radios and video equipment. District understands that the cost of said equipment is integrated in the pricing for Services in this Agreement. If District terminates this Agreement before completion of the term date, District agrees to pay Contractor the prorated balance remaining on the costs of said equipment and its installation, unless the Parties reach another agreement in writing within ten (10) days of the early termination of this Agreement. Proration will be based on the basis of 170 service days per school year.

10.21 Modification Costs. In the event the state, or any other governmental entity having jurisdiction, mandates, by statute or regulation, any modification to the equipment used during the

term of this Agreement, the cost (hereinafter called the “modification cost”), if any, of such modification shall be paid by the District. In the event the District does not agree to pay for necessary modification costs, the Contractor has no obligation to make such necessary modifications and may terminate this contract upon the earlier of the date the District refuses to pay the modification costs or the date the mandate is effective.

10.22 Maintenance. At the District’s option, Contractor shall perform repairs to District’s “white fleet” vehicles at an hourly rate specified in Sections 4.5 and 4.7, above. Contractor shall provide a monthly maintenance report including the minimum maintenance standards practiced by the Contractor. Additionally, Contractor shall implement a standard schedule for washing District-owned School Buses once a week.

10.23 Identification of School Buses. Contractor shall cause to be lettered on each School Bus used for Services hereunder the name of Brownwood ISD, and may include operated by All Aboard Texas, LLC” in such location and in such size and color as required by law or approved by the District.

10.24 Unauthorized Use of School Buses. School Buses owned or leased by District and used by Contractor in the performance of Contractor’s Services shall be used exclusively for providing Services to District. Such equipment shall not be used for any other purpose without the prior consent of District.

C. FACILITIES

10.25 Use and Maintenance of Facility. District owns and operates a vehicle parking, maintenance and refueling facility (collectively the “Facility”). District grants Contractor a nonexclusive right to use the Facility in the conduct of its operations.

10.26 Environmental Provisions. The District represents to the best of its knowledge that: (1) the Facility has been used, operated and maintained at all times in compliance with all applicable federal, state and local environmental quality laws, regulations, rules, policies and rulings; and, (2) any and all liquid storage tank(s) (underground and/or above ground) are in good maintenance and repair and are not now leaking; and, (3) all applicable federal, state and local registration requirements respecting existing liquid storage tank(s) (underground and/or above ground) and discharge into the soil, ground water, surface water, storm drain system, sewer drain system, etc., have been strictly complied with at all times; and, (4) there has been no discharge of oil, gasoline, diesel fuel, solvents, other hydrocarbons or other hazardous materials into or contamination by such materials or otherwise of the soil, ground water, surface water, storm drain system, sewer drain system, etc., or any other pollution from any use, operation and/or maintenance of the Facility at any time prior to the date hereof.

10.27 Facility Compliance. District will comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to use, maintenance and operation of the Facility at all times prior to, during and after this contract. Contractor will

comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of the Facility at all times during this Agreement.

10.28 Tank-Related Issues at Facility. In the event a tank develops a leak during the term of this Agreement, after District complies with the testing, inspection, and initial repair or replacement provisions herein, District shall make any needed repairs, modification, tank replacement and environmental clean-up required as a result of any future tank test reports(s) to comply with all current federal, state and local requirements. In the event a tank is required to be taken out of service due to a leak or in order to comply with environmental quality requirements during the term of this Agreement, and Contractor is then required to fuel vehicles at a location off the Facility, Contractor agrees to notify District of substitute fueling location, at a location acceptable to District, and at a cost acceptable to District. District shall reimburse Contractor for the cost of fuel and other costs associated with such fueling including extra personnel and mileage expenses, for the duration of such period.

10.29 Facility Liability. Contractor shall have no liability for any matters relating to hazardous or toxic conditions of the Facility, environmental clean-up and disposal, or of violations of environmental quality laws, except for liability arising out of or related to the willful or negligent acts of Contractor. The Parties covenant and agree that, inasmuch as District has, and hereby agrees to undertake, the responsibility to maintain the Facility (including environmental matters affecting the Facility), Contractor shall have no responsibility or liability for any loss, cost, or expense arising out of or related to the use, maintenance and operation of the Facility, except for liability arising out of or related to the willful or negligent acts of Contractor. The provisions and obligations contained in this Article shall survive the termination or expiration of this Agreement.

11. TERMINATION

11.1 This Agreement may be terminated at any time upon the written consent of the parties hereto.

11.2 Either party may terminate this Agreement with cause, upon written notice, due to the other's breach of any material term of this Agreement ("Material Breach") if the other party has not cured the Material Breach within thirty (30) days after receiving a written notice of intent to terminate. Any notice of intent to terminate based on material breach must be titled "NOTICE OF INTENT TO TERMINATE DUE TO MATERIAL BREACH."

11.3 Either party may terminate this Agreement by giving 30 days written notice of such termination to the other party if the other party should do any of the following: (i) petition for bankruptcy; (ii) become insolvent or have a receiver of its assets or property appointed due to insolvency; (iii) make a general assignment for the benefit of creditors; (iv) suffer any judgment against it, which remains unsatisfied and unbonded for thirty (30) days or longer; or (v) institute or suffer to be instituted any proceeding for the reorganization or rearrangement of its affairs.

11.4 Contractor may terminate this Agreement at any time, with cause and upon written notice, due to the nonpayment of monies owed under this Agreement when such monies owed are past due more than thirty (30) days after notice has been given.

11.5 Either party has the right to terminate this Agreement for convenience upon providing the other party not fewer than ninety (90) calendar days prior written notice.

12. GENERAL

12.1 Notices. All notices given pursuant this Agreement shall be in writing by mail or e-mail. E-mail and notices by overnight mail shall be deemed received one (1) business day after transmission or mailing. Notices by regular mail shall be deemed received five (5) calendar days after mailing. Notices shall be addressed as follows:

Contractor:

All Aboard Texas, LLC
PO Box 17
Tom Bean, Texas 75489
Kgraham028@yahoo.com

District:

 Brownwood ISD
Attention: Superintendent

*2707 Southside Drive
Brownwood, Tx 76801*

12.2 Force Majeure. Neither party shall be liable for any delay or failure in performance, whether foreseeable or unforeseeable, due to any Force Majeure Event beyond the party's control. For example, but without limitation, this includes closure of public highways, power failure, governmental interference, industrial dispute, strikes, riots, civil strife, terrorist activity or war (actual or threatened), and acts of God such as earthquakes, epidemics or outbreaks of illness, fire, rising levels of water or flood, drought, hurricanes, and other severe weather events. Each party immediately shall notify the other party of the occurrence of such an event affecting such party and shall use all reasonable efforts to recommence performance as soon as possible. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

12.3 Time of Essence. Time shall be of the essence in the performance of this Agreement.

12.4 No Waiver. A waiver of rights under this Agreement by either party shall not constitute a subsequent waiver of this or any other right under this Agreement. Failure of either party to enforce

at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

12.5 Assignment. Neither this Agreement nor any rights thereunder, other than monies due or to becoming due, shall be assigned or otherwise transferred by either party (by operation of law or otherwise) without the prior written consent of the other party, which consent shall not unreasonably be delayed or withheld. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

12.6 Agreement Documents and Precedence. The agreement documents include all service proposals, proposal forms, proposal highlights, qualification information, insurance certificates, this Agreement and amendments thereto, their respective Exhibits or Attachments, and by this reference all are incorporated herein. In the event there is a conflict between the terms and conditions set forth in this Agreement and the service proposals, proposal forms, proposal highlights, qualification information, and/or insurance certificates, the terms and conditions set forth in this Agreement shall prevail. If any provision of this Agreement is contrary to any federal or state law, rule or regulation or District policy as it exists or may be amended, then the federal and/or state law, rule or regulation and/or District policy shall control.

12.7 Severability. In the event that any of the terms of this Agreement becomes or is declared to be illegal by any court of competent jurisdiction or other governmental body, such term(s) shall be deemed null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

12.8 Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

12.9 Counterparts. This Agreement may be executed in one or more counterparts. An electronic copy of a signature to this Agreement shall have the same effect as an originally executed signature. Each signatory represents, covenants, and warrants that the signatory has the actual authority and power to execute this agreement and that the respective company will be bound by the terms and conditions hereof.

12.10 Entire Agreement. This Agreement and other documents incorporated by reference, constitute the entire agreement between the parties hereto concerning the subject matter embraced herein and replaces any prior oral or written communications between the parties. There are no agreements, conditions, understandings, or warranties, expressed or implied, which are not stated or incorporated herein. Except as provided by law, this Agreement may be modified only by a writing executed by the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

All Aboard Texas, LLC
("Contractor")

By: Kiley Fleming 7/13/21

Director of Operations

Date: _____

Brownwood Independent School District
("District")

By: Dr. Joe Young Joe Young
Superintendent

Date: 07/13/2021

Attachment 1

Vehicle Inventory List

Vehicle Model	Passenger #	VIN #	Year	Mileage at beginning of School Year

Attachment 2

Base Routes