



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT #012.20.B5

THIS AGREEMENT is entered into this as of the date of the last signature, by and between the Board of Education of Howard County (hereinafter referred to as the "Board" or "HCPSS") and BusPatrol America, LLC (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #012.20.B5, Automated School Bus Stop Arm & Bus Safety Video-Monitoring System issued by the Board and has been selected to perform said services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services;

WHEREAS, the Board has entered into a Memorandum of Understanding ("MOU") with Howard County and the Howard County Police Department (collectively "County"), pursuant to which the Board and County have authorized the Board to enter into an agreement for the operation of a turnkey school bus stop arm violation system as well as a pupil-facing school bus video-monitoring and student safety system; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education; and

NOW, THEREFORE, in consideration of the premises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

- A. Responsibilities of Contractor. Contractor shall install, operate and maintain an Automated School Bus Stop Arm & Bus Safety Video-Monitoring System (the "BusPatrol System") in accordance with the following:
- (1) RFP #012.20.B5, Automated School Bus Stop Arm & Bus Safety Video-Monitoring System (the "RFP")
 - (2) BusPatrol's Proposal Response per dated December 16, 2019 ("Proposal"), in its entirety.
 - (3) BusPatrol's supplemental response to the RFP dated January 23, 2020 ("Supplemental Proposal").
- B. Responsibilities of the Board. The Board will cooperate with and assist BusPatrol in the installation, operation and maintenance of the BusPatrol System by performing the specific "HCPSS & County Responsibilities" set forth in the RFP. The Board also represents that it is entering into this Agreement for and on behalf of Howard County and the Howard County Police Department pursuant to the MOU, and assumes all liabilities in the event that the Howard County or the Howard County Police Department fails to fulfill any obligation necessary to Contractor's performance of the services called for in this Agreement.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #012.20.B5 whose general terms, conditions and specifications and General Provisions for Professional Services are

incorporated herein by reference.

No cost or expense shall be owed by the Board under this Agreement except for the payment of the Technology Fees and Revenue Share provided for in Article IV, which shall be paid solely from revenue generated through Contractor's performance of this Agreement. For the avoidance of doubt, the Board's fiscal liabilities shall be limited solely to fine revenues collected from tickets issued over the term of the contract.

Accrued invoices submitted in accordance with Article IV herein shall be paid exclusively from ticket revenues generated through the BusPatrol System on buses operating in the County. It is expected that initial revenues will be received approximately two months after school commences, providing for a 30-day warning period and succeeding citation processing time interval.

Architectural alternatives will be evaluated and mutually agreed upon after initial testing and trial runs but prior to commencing full implementation.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of five years from the date of the first violation captured by Contractor's system. The agreement may be extended four additional one-year periods at the sole option of the Board of Education.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

Resulting revenues will be shared between parties in accordance to the Contractor's proposed distribution structure.

A. Technology Fees.

[REDACTED]

[REDACTED]

B. Revenue Share.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C. Contractor and Board will develop a mutually agreed-upon invoicing format and procedures, as well as procedures for periodically reconciling ticket collections, gross revenue, Technology Fees and Revenue Share. At a minimum, the Board shall provide Contractor a monthly report and reconciliation of all tickets issued, ticket revenues collected, and tickets outstanding.

ARTICLE V- INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

ARTICLE VI – Additional Terms and Conditions

A. License, Restricted Use. BusPatrol grants to the Board a limited, non-exclusive license to use the BusPatrol System, including BusPatrol equipment and BusPatrol software and other BusPatrol intellectual property (collectively “BusPatrol Intellectual Property”), solely for purposes of carrying out this Agreement. This license shall continue for so long as this Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Except as necessary to process any outstanding tickets issued prior to termination, the Board shall immediately cease any and all other use of the BusPatrol Intellectual Property upon termination or expiration of this Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Board agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol’s operation of the BusPatrol System during the term of this Agreement. Participating District will not to disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

B. Wind-Down Provisions.

(1) In the event of termination or non-renewal, Contractor and Board will agree on a wind-down plan that provides for the removal of BusPatrol equipment at BusPatrol’s full expense and other provisions called for in BusPatrol’s Supplemental Proposal.

If BusPatrol does not satisfactorily remove BusPatrol’s equipment within a timeframe mutually acceptable to both parties, but not to exceed 90 calendar days, Board may remove the equipment and withhold the costs of removal from any sums due BusPatrol and/or institute legal proceedings for the cost of removal, in which event BusPatrol shall be liable for all costs of collection including reasonable attorneys’ fees.

(2) In lieu of removing BusPatrol equipment, the parties may agree to transfer cameras, other than the Stop Arm Cameras, installed on Howard County buses (“Non-Enforcement Equipment”) upon expiration or earlier termination of this Agreement. In the event of a transfer of the cameras to the Board, and in accordance with Contractor’s Supplemental Proposal, Board would be required to pay, in full, the balance of remaining Technology Fees shown in BusPatrol’s Pricing Proposal, and title to all Stop Arm Cameras would nevertheless remain with Contractor.

C. Service Level Requirements. Section IV Paragraph 16.3 of the RFP is amended to provide that the definition of “Prosecutable Issuance Rate” shall be the sum of all violation events approved for issuance by the County divided by the number of violation events presented to the County by the Contractor for final County review and approval.

D. Service Level Requirements. Section IV Paragraph 5 of the RFP is amended to provide that HCPSS will provide Contractor written notice and a reasonable opportunity to cure any failure to meet its nominated Prosecutable Issuance Rate. In the event Contractor fails to cure such failure for three consecutive months Contractor may be considered to be in breach.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

WITNESS:

BOARD OF EDUCATION OF HOWARD COUNTY

By: Mavis Ellis (SEAL)
Mavis Ellis, Chair
Board of Education of Howard County

APPROVED:

By: Michael J. Martirano (SEAL)
Michael J. Martirano, Ed. D., Superintendent
Howard County Public School System

WITNESS:

By: [Signature]
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-4584, fax (410) 313-6789

CONTRACT AMENDMENT No. 1

November 30, 2020

Mr. Jean Souliere
CEO
BusPatrol America LLC
8540 Cinder Bed Rd, Unit 400
Lorton, VA 22079

Re: Contract Amendment No. 1, Contract 012.20.B5, Automated School Bus Stop Arm & Bus Safety Video-Monitoring System

Ms. Souliere:

This letter serves as a formal agreement between The Howard County Public School System (HCPSS) and BusPatrol America LLC. By mutual agreement, HCPSS and BusPatrol LLC agree to the below amendment.

The Agreement is amended as follows:

ARTICLE III – TERM OF AGREEMENT

Replace the initial paragraph with:

The term of agreement shall be five years beginning on the date of the first violation captured by Contractor’s system, and may be extended for four additional one-year periods (up to nine years) at the sole option of the Board of Education.

Add the following paragraph:

Technology fees shall begin to accrue from the date of the first violation captured by Contractor's system.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties hereto approve of this amendment.

BusPatrol America LLC

Signature
Jean Souliere
Printed Name
December 4th, 2020
Date

Howard County Public School System

Signature
Ted Ludicke
Printed Name
December 4, 2020
Date
Digitally signed by Ted Ludicke
Date: 2020.12.04 10:40:03 -05'00'

CONTRACT AMENDMENT No. 2

March 11, 2021

Mr. Jean Souliere
CEO
BusPatrol America LLC
8540 Cinder Bed Rd, Unit 400
Lorton, VA 22079

Re: Contract Amendment No. 2
Contract 012.20.B5, Automated School Bus Stop Arm & Bus Safety Video-Monitoring System

Mr. Souliere:

Pursuant to Article 16 the RFP Special Terms and Conditions incorporated by reference into the parties' Professional Services Agreement ("the Agreement"), dated May 4, 2020, is hereby amended as follows: The following provisions are hereby amended to clarify that BusPatrol is authorized to collect credit card processing fees from violators, and that such processing fees shall be excluded from gross revenues, as follows:

ARTICLE IV.A.

Technology Fees. [REDACTED]

[REDACTED] For purposes of this provision, gross ticket revenue will include all revenues collected from tickets issued through the operation of the BusPatrol System on buses owned or operated by the Board, excluding the credit card processing fees which are to be paid by the party making payment upon a ticket/citation.

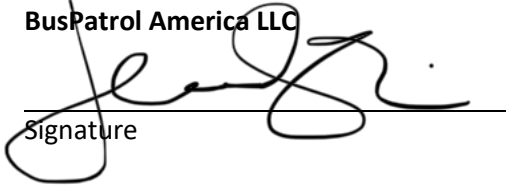
ARTICLE IV.C.

C. Contractor and Board will develop a mutually agreed-upon invoicing format and procedures, as well as procedures for periodically reconciling ticket collections, gross revenue, Technology Fees and Revenue Share. At a minimum, the Board shall provide Contractor a monthly report and reconciliation of all tickets issued, ticket revenues collected, and tickets outstanding. BusPatrol shall provide monthly reports to the Board that at a minimum detail the number of Notices of Violations issued, the number and monetary amount of fines and penalties collected each month, the amount of credit card processing fees collected by BusPatrol, the number of school buses installed with the BusPatrol System, as well as any additional reports that are agreed to by the parties or required by the Stop Arm Law.

No other changes to the terms and condition of the Agreement are authorized by this Amendment.

In witness of their acceptance of the terms of this agreement, the parties hereto approve of this amendment.

BusPatrol America LLC

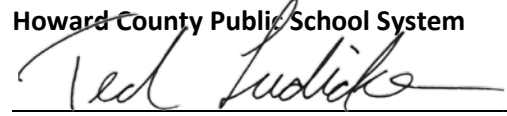


Signature

Printed Name

Date

Howard County Public School System



Signature

Ted Ludicke

Printed Name

March 24, 2021

Date