

**MEMORANDUM OF UNDERSTANDING
BETWEEN HOWARD COUNTY, MARYLAND
AND THE BOARD OF EDUCATION OF HOWARD COUNTY
REGARDING THE SCHOOL BUS SAFETY CAMERA PROGRAM**

This Memorandum of Understanding (MOU) is entered into by and between the Board of Education of Howard County doing business as Howard County Public School System (hereafter referred to as “HCPSS”) and Howard County, Maryland (hereafter the “County”), through its Department of Police (“HCPD”), each referred to individually as a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, Maryland law prohibits a vehicle from overtaking or passing a stopped school bus that is operating its alternately flashing red lights (Md. Code Ann., Transportation Article § 21-706);

WHEREAS, Maryland law authorizes the governing body of a local jurisdiction to enact local laws to permit local law enforcement agencies to collaborate with county boards of education to install school bus monitoring cameras on school buses to record vehicles overtaking or passing stopped school buses and to impose civil penalties on vehicle owners for violating Md. Code Ann., Transp. §21-706 and §21-706.1;

WHEREAS, vehicle owners whose vehicle illegally overtakes or passes stopped school buses are issued a citation as established by the Chief Judge of the District Court of Maryland;

WHEREAS, the Howard County Council enacted Bill 18-2019 on June 6, 2019, permitting the use of school bus monitoring cameras in Howard County;

WHEREAS, the installation of school bus monitoring cameras on school buses deters motorists from overtaking and passing stopped school buses and reduces the incidence of possible injuries to HCPSS students when riding HCPSS school buses;

WHEREAS, HCPSS is collaborating with the HCPD to implement a school bus safety program for the use of school bus monitoring cameras on the interior and exterior of all operating school buses (approximately 600-650 buses) to improve student safety and enforce school bus traffic violations (the “School Bus Safety Camera Program”);

WHEREAS, HCPSS desires to engage the services of BusPatrol America, LLC (the “Contractor”) to install, operate, and maintain certain equipment, processes, and back-office services to enable HCPSS to monitor activities on the interior and exterior of school buses to improve student safety and to identify and enforce school bus traffic violations in coordination with the HCPD;

WHEREAS, the Contractor is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding HCPSS school buses;

WHEREAS, HCPSS has engaged the Contractor to provide its services pursuant to the Agreement For Professional Services between the Board of Education of Howard County and BusPatrol America,

LLC, agreement #012.20.B5, as amended December 4, 2020 (the “School Bus Safety Agreement”), attached hereto and incorporated herein as Attachment A;

WHEREAS, HCPD has reviewed the business and financial terms of the School Bus Safety Agreement as beneficial to the public interest; and

WHEREAS, HCPSS and the County desire to enter into this MOU to ensure effective implementation of the School Bus Safety Camera Program.

NOW THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCPSS and the County agree as follows:

I. ROLES AND RESPONSIBILITIES

A. RESPONSIBILITIES OF HCPSS

1. HCPSS, through its Office of Student Transportation and Procurement Unit, agrees to manage and administer the School Bus Safety Agreement in accordance with applicable procurement laws, policies, and regulations.
2. HCPSS agrees to require the Contractor to provide all equipment, processes, and services to HCPSS and the County as set forth in the School Bus Safety Agreement.
3. HCPSS agrees to oversee and manage the installation of the Contractor’s school bus safety camera system on its fleet of school buses in accordance with the School Bus Safety Agreement and to update the County on the progress of installation.
4. HCPSS agrees to maintain and operate its school buses consistent with its existing policies and practices and coordinate maintenance of the system with the Contractor as necessary.
5. HCPSS shall not be involved with, nor have any responsibility for, any services provided by the Contractor to the County related to violation enforcement.
6. HCPSS agrees to reconcile the quantity of commissioned, camera installed buses with the Contractor for invoicing accuracy monthly at the time of invoicing.

B. RESPONSIBILITIES OF THE COUNTY

1. The County has reviewed the business and financial terms of the School Bus Safety Agreement as beneficial to the public interest and agrees to the following:
 - a. To facilitate connections to the Contractor’s secured servers for County employees to access the Contractor’s web-based software;
 - b. To provide sufficient office space for the Contractor’s back office personnel and equipment to implement violation processing and enforcement at the

Regional Automated Enforcement Center (“RAEC”) in the HCPD Automated Enforcement Section, presently located at 6095 Marshalee Drive, Suite 222, Elkridge, MD 21075;

- c. To provide general supervision of the Contractor’s back office processes and personnel in the RAEC;
 - d. To conduct HCPD background investigations on the Contractor’s back office personnel intended to work in the RAEC;
 - e. To collaborate with the Contractor to implement the Violation Processing System and to ensure that the Contractor provides all agreed upon services to the County, as described in the School Bus Safety Agreement;
 - f. To notify HCPSS and the Contractor if the County discovers a failure or malfunction in the products or services provided by the Contractor, as described in the School Bus Safety Agreement;
 - g. To work in good faith with the Contractor to resolve any dispute regarding the confidential status of any of the County’s data, as described in the School Bus Safety Agreement;
 - h. To designate a technology representative to manage technology matters between the County and HCPSS, and between the County and the Contractor as described in the School Bus Safety Agreement;
 - i. To designate a program administrator and to provide notices to HCPSS and the Contractor;
 - j. To review Contractor invoices for accuracy and remit payments to the Contractor directly in accordance with the contract for services with the exception that reconciling the quantity of commissioned, camera installed buses is the responsibility of HCPSS in accordance with sec. I(A)(6) above.
2. The County agrees that it is solely responsible for the management of the Violation Processing System and all other services provided by the Contractor for issuing, processing, and otherwise administering citations for school bus traffic violations (“Citations”).
 3. The County agrees to provide HCPSS with copies of any notifications or approvals sent by the County to the Contractor and of any documentation of compliance sent by the Contractor to the County as required under the School Bus Safety Agreement.
 4. The County agrees to cooperate with HCPSS and the Contractor to develop an educational awareness campaign regarding school bus related traffic violations.
 5. The County agrees to schedule and host regular meetings to discuss maintenance and performance of the Violation Processing System with HCPSS and the Contractor.

6. The County agrees that it is a third-party beneficiary to the School Bus Safety Agreement.

II. TRANSFER OF FUNDS & PROGRAM APPROPRIATIONS

A. TRANSFER OF REVENUE AND PAYMENTS TO CONTRACTOR

1. Howard County is responsible for collecting fine revenues through lock box, website and cashier's office payments and ensuring fine payments are applied to the balance of their respective citation(s) in coordination with the Contractor.
2. The parties acknowledge as provided in the School Bus Safety Agreement, the Contractor will provide the County with a report summarizing the collection of all fine payments for the prior month in accordance with accounting and reporting requirements as determined by the County in its sole discretion, and an invoice, in a form and format approved by the County, indicating the Contractor's fee to be paid to the Contractor in accordance with the compensation and revenue sharing provisions of the School Bus Safety Agreement.
3. The parties acknowledge that the School Bus Safety Agreement provides that if a dispute arises between the County and the Contractor regarding the amount of an invoice and the compensation due to the Contractor, the County agrees to pursue the resolution of the dispute in good faith with the Contractor in consultation with HCPSS.

B. PROGRAM APPROPRIATIONS

1. Howard County, through the HCPD, will satisfy invoices from the Contractor directly. A separate fund will be established in the County's financial system to do so.
2. Fiscal liabilities to HCPSS and/or County are at all times limited to fine revenues collected from tickets issued over the term of the contract.
3. Each year the County will meet with HCPSS to review available funding under the revenues from this program to address the public safety needs of the school system.
4. The Contractor and program expenses will be incorporated in the HCPD annual budget. HCPD will ensure fine revenues and funds are expended pursuant to the program's enabling legislation: CB 18-2019, Maryland Senate Bill 679 (Ch 273, Act 2011), Maryland Code Courts and Judicial Proceedings § 7-302(e)(4), Maryland Code Transportation Article § 21-706.1.
5. HCPSS/County will meet to review and mutually determine suitable architectural alternatives prior to implementation with involvement of Bus Patrol as outlined in the School Bus Safety Agreement.

III. LIABILITY AND INDEMNIFICATION

Any and all costs and expenses caused or arising out of either Party's obligations under the

terms of this MOU, the School Bus Safety Agreement or their implementation, amendment, or expansion, shall be borne by each Party separately and individually, and neither Party shall be liable or obligated to the other for any such cost or expense unless agreed to in advance in writing.

The County and HCPSS enjoy statutory immunity and limited liability under Maryland law. The parties recognize that either Party, through its agents, employees, or assigns, could become liable for any loss, cost, damage, and other expenses, resulting from this MOU and their respective obligations as set forth in the School Bus Safety Agreement, to the extent permitted by law. The County and HCPSS agree that each will be responsible for its own liability for all claims, subject to the requirements and limitations provided by law including Md. Code Ann., Cts. & Jud. Proc. §5-301, *et seq.* (2013 Repl. Vol.) (the “LGTCA”); and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (2013 Repl. Vol.), (together the “County Indemnification Statutes”); and Md. Code Ann. Educ. §4-105, and Md. Code Ann., Cts. & Jud. Proc. §5-518 (together “HCPSS Indemnification Statutes”) respectively, all as amended from time to time.

The Parties agree to indemnify and hold each other harmless from any liability, damage, expense, cause of action, suits; claims, or judgments arising from injury to persons or property or otherwise which arises out of the act, failure to act, or negligence of the indemnifying party in connection with or arising out of the activity which is the subject of this MOU. Any indemnification by the County is subject to the provisions of the Local Government Tort Claims Act, Md. Cts. & Jud. Proc. Code Ann. §§ 5-301 *et seq.*, and the County’s appropriation of funds. Any indemnification by the HCPSS and its Board is subject to the provisions of Md. Cts. & Jud. Proc. Code Ann. §§ 5-518, and HCPSS’ appropriation of funds.

Any indemnification given by the County and HCPSS in this MOU is not intended to create any rights in any third parties. The Parties further agree and understand that each Party remains entitled to assert any defenses, immunities, and legal arguments available under Maryland law or any other applicable law. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity that either Party possess under the laws of the State of Maryland, or otherwise. Any obligation or liability of the County or HCPSS arising in any way from this MOU is subject to, limited by, and contingent upon the appropriation and availability of funds.

The provisions of this Section III shall survive the expiration or earlier termination of this Agreement.

IV. NONDISCRIMINATION

HCPSS and the County agree that neither will discriminate against any individual on the basis of age, sex, race, color, sexual orientation, religious belief, national origin, genetic status, or disability. Furthermore, HCPSS and the County agree to comply with applicable federal, state, and local laws and regulations concerning discrimination.

V. COMPENSATION

The Parties agree that HCPD may recover its operating costs through fine revenues collected

by the County and generated by the program that is the subject of this MOU. The Parties further agree HCPD may expend the balance of fine revenues at its sole discretion pursuant to the program's enabling legislation: CB 18-2019, Maryland Senate Bill 679 (Ch 273, Act 2011), Maryland Code Courts and Judicial Proceedings § 7-302(e)(4), Maryland Code Transportation Article § 21-706.1.

VI. TERM

The term of this MOU begins on the date of signature by the County's County Executive or designee and continues until March 31, 2026 ("Term"). Prior to the expiration of the Term, and upon the continuation or renewal of the School Bus Safety Agreement, the Parties may renew this MOU by mutual consent, effectuated by a written amendment to this MOU. Either Party may terminate this MOU, for any reason, by providing the other Party with sixty (60) days written notice to be effective on a date mutually agreed to between the Parties in writing, provided that such termination shall not be effective until the School Bus Safety Agreement is terminated by HCPSS, which should be done expeditiously upon notice from the County, and in accordance with Section VII.

VII. TERMINATION.

In the event of termination, HCPSS agrees to terminate the School Bus Safety Agreement in accordance with its terms, and the Parties agree to facilitate the wind-down process as set forth in Article II – Terms and Conditions of the School Bus Safety Agreement. The County agrees to continue to pay the Contractor's Fee at 100% of the amount in effect at the time of early termination for processing any outstanding Fine payments that the Contractor has received after the early termination date for Citations issued during the Term of this MOU. The early termination date of this MOU shall be consistent with the early termination date of the School Bus Safety Agreement.

The provisions of this Section VII shall survive the expiration or earlier terminations of this Agreement.

VIII. DATA

- a. All Data generated from the cameras are the sole property of HCPSS ("HCPSS Data"), except that any video footage and subsequent digital images, metadata, or other data that becomes part of a traffic violation event (an "Event") shall be the sole property of the County ("County Data").
- b. The Contractor has agreed to ensure that the County's employees will not have access to HCPSS Data without written consent of HCPSS, and that HCPSS' employees will not have access to County Data without written consent of the County. In the event that the Contractor mistakenly provides a County employee access to HCPSS Data, or an HCPSS employee access to County Data, the Parties agree to immediately notify each other and the Contractor and to take necessary measures to ensure that the employee immediately destroys or deletes the data and further does not review or utilize the mistakenly accessed data.

- c. In the event that HCPSS provides written consent for the Contractor to provide the County with access to HCPSS Data, or if HCPSS informs the Contractor that it has received a subpoena or court order requiring HCPSS to provide the County with access to certain HCPSS Data, the County warrants that it shall utilize such HCPSS Data only for purposes consistent with the purposes and scope as set forth in HCPSS' written consent, or as required by the subpoena or court order, and not for any other purpose. In the event that the County provides written consent for the Contractor to provide HCPSS with access to County Data, HCPSS warrants that it shall utilize such County Data only for purposes consistent with the purposes and scope as set forth in the County's written consent and not for any other purpose.
- d. The County and HCPSS shall exercise due care in safeguarding each other's data against loss, theft, or other inadvertent disclosure and shall take all reasonable steps necessary to establish safeguards that are consistent with all applicable federal, state, and local law, as well as Board of Education policies and HCPSS regulations relating to the security of data, including student information and other sensitive information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232, and its implementing regulations (34 C.F.R. § 99.30, *et seq.*), as well as the Maryland Public Information Act ("MPIA"), Md. Code Ann. General Provisions § 4-101, *et seq.*, the Maryland Student Data Privacy Act ("MSDPA"), Md. Code Ann. Education § 4-131, and any other applicable law.
- e. The Parties agree to ensure that no County employees access HCPSS Data and no HCPSS employees access County Data, except as consistent with this MOU and the School Bus Safety Agreement. An employee of the County or HCPSS designated as an authorized user shall be required to certify in writing to abide by the data security and privacy provisions of this MOU and the School Bus Safety Agreement. The Parties agree to take appropriate disciplinary action if an employee breaches the data safety and security provisions of this Section VIII and the School Bus Safety Agreement.
- f. Any HCPSS Data received by the County, and any County Data received by HCPSS, shall be transferred, stored, and processed through a reputable service provider, on servers located in the U.S. with dedicated firewalls and load balancers to ensure data integrity and security. Any transmission of HCPSS Data or County Data shall only be through a virtual private network and each Party shall maintain a web application firewall to prevent unauthorized access to any HCPSS Data or County Data.
- g. The County agrees to implement and maintain reasonable physical, technical, and administrative safeguards to protect HCPSS Data, and HCPSS agrees to implement and maintain reasonable physical, technical, and administrative safeguards to protect County Data, from unauthorized access, acquisition, destruction, use, modification, or disclosure.
- h. The County shall immediately notify HCPSS, and HCPSS shall immediately notify the County, of any security breach or suspected breach, but in no event later than 24 hours after the County or HCPSS learns of the suspected breach. If the County or HCPSS become aware of a security breach, they shall cooperate with each other regarding recovery, remediation, and the necessity to involve law enforcement, if any. With regard to a breach of HCPSS Data, the County shall be responsible for performing an analysis to determine the cause of the breach, and for

producing a remediation plan. With regard to a breach of County Data, HCPSS shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan. The County reserves the right to adjust the remediation plan regarding County Data, in its sole discretion, and HCPSS reserves the right to adjust the remediation plan regarding HCPSS data in its sole discretion. The County and HCPSS agree to provide notice to each other within 24 hours of notice or service, whichever occurs first, of any lawsuits resulting from, or government investigations of, its handling of data, failure to follow security requirements, and/or failure to safeguard data. The County and HCPSS agree to cooperate with one another to communicate to parties affected by the breach by affording each other prior review of press releases and any communications to be sent to affected parties.

- i. In the event that the County is required by law, regulation, or judicial or administrative process to disclose any HCPSS Data, the County will promptly notify HCPSS, in writing, if permitted by law, prior to making any such disclosure in order to facilitate HCPSS seeking of a protective order or other appropriate remedy from the appropriate body. In the event that HCPSS is required by law, regulation, or judicial or administrative process to disclose any County Data, HCPSS will promptly notify the County, in writing, if permitted by law, prior to making any such disclosure in order to facilitate the County seeking of a protective order or other appropriate remedy from the appropriate body. Should the confidential status of any HCPSS Data or County Data be disputed, the Parties agree to work in good faith to reach a mutually satisfactory disposition.
- j. The provisions of this Section VIII shall survive the expiration or earlier termination of this MOU.

IX. MISCELLANEOUS

- a. This MOU will be governed and construed in accordance with the laws of the State of Maryland. Any action in connection with this MOU shall be brought in the courts of Howard County, Maryland, or in the United States District Court for the District of Maryland, Northern Division.
- b. Nothing in this MOU shall be deemed or construed by the Parties, or by any third party, as creating a relationship between HCPSS and the County as principal and agent, employees of one another, partners, or joint ventures.
- c. This MOU contains the entire agreement between the Parties regarding the subject matter of this MOU, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between the Parties other than as set forth in this MOU.
- d. If any term or provision of this MOU is held to be illegal, unenforceable, or in conflict with any law governing the subject matter of this MOU, the validity of the remaining provisions shall not be affected and shall remain in effect.
- e. This MOU may not be assigned, modified, or altered in whole or in part without the written consent of the Parties as evidenced by an amendment to this MOU signed by both Parties.

- f. No Party shall (a) originate any publicity, news release, promotional literature, research, or other announcement, written or oral, relating to this MOU; or (b) use any names, trademarks, or logos of the other Party, without consultation and consent by the other Party, except as necessary to perform the services in this MOU or as required by law.
- g. All notices required to be given under this MOU shall be in writing and shall be sent either via e-mail or by first class mail, postage pre-paid, and addressed to the following recipients:

For HCPSS:

James Fritz, Contract Coordinator
Office of Student Transportation
Howard County Public School System

With copy to:

Adam Downes, Coordinator of Transportation Planning and Technology
Office of Student Transportation
Howard County Public School System

For the County:

Christopher Valentine, Commander Traffic Management Division
Howard County Department of Police

With copy to:

Adam Youssi, Supervisor Automated Enforcement Section
Howard County Department of Police


Each Party may change the above recipients by providing written notice to the other.

- h. The County and HCPSS, respectively, represent and warrant that the individuals who have executed this MOU, as evidenced by their signatures below, each have the authority on behalf of the County and HCPSS, respectively, to bind the Parties to the duties and obligations set forth in this MOU. The Parties verify and acknowledge that the individuals' signatures below create a binding obligation on each Party for the Term of this MOU.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above mentioned.

APPROVED, HOWARD COUNTY BOARD OF EDUCATION

DocuSigned by:

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 Robert Bruce, Director of Purchasing
 Howard County Public School System
 8/25/2025
 Date


APPROVED FOR LEGAL FORM AND SUFFICIENCY*

DocuSigned by:

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 Stephen Cowles
 OFFICE OF GENERAL COUNSEL
 8/25/2025
 Date


*Approval of Legal Form and Sufficiency Does not Convey Approval or Disapproval Of the Substantive Nature of this Transaction.
 Approval is Based Upon Typeset Document- All Modifications Require Re-Approval.

APPROVED, HOWARD COUNTY, MARYLAND

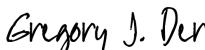
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 18E045A7597F41C...
 Rafiu Ighile
 Director of Finance
 5/22/2025
 Date

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 Brandee Ganz
 Chief Administrative Officer
 5/22/2025
 Date

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 Calvin Ball
 County Executive
 5/23/2025
 Date


APPROVED, HOWARD COUNTY POLICE DEPARTMENT

DocuSigned by:

 B5AB1069BC00459...
 Gregory J. Der
 Chief of Police
 5/14/2025
 Date

Approved for Form and Legal Sufficiency:

DocuSigned by:

 Gary W. Kuc
 County Solicitor
 5/16/2025
 Date

Reviewing Attorney:
 DocuSigned by:

 0B9D56C0F6204E9...
 Erin Purdy
 Assistant County Solicitor
 5/15/2025
 Date