

**AGREEMENT**  
**between**  
**BUSPATROL AMERICA, LLC**  
**and**  
**WARREN COUNTY SCHOOL DISTRICT**  
**for a**  
**SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

This Professional Services Agreement (the “Agreement”) is hereby made and entered into by and between BusPatrol America, LLC (“BusPatrol”) with its principle place of business at 8540 Cinder Bed Road, Suite 400, Lorton. VA 22079, and Warren County School District (“School District”) with its principle offices located at 6820 Market St, Russell, PA 16345.

**RECITALS**

**WHEREAS** Pennsylvania Consolidated Statute (PA C.S.) Title 75 Chapter 3345 prohibits the driver of a vehicle meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights;

**WHEREAS** PA C.S. Title 75 Chapter 3345.1 authorizes a school entity, upon vote by the local board of school directors, to enter into an agreement with a private vendor to provide a stop arm signal arm enforcement system on each bus within its fleet up to and including the installation, operation, and maintenance of the systems;

**WHEREAS** Section 3345.1 imposes a fine of \$300 per violation, with \$250 to the school district where the violation occurred, for the installation or maintenance of side stop signal arm enforcement systems on school buses; \$25 distributed to the police department that reviewed the evidence package to determine that the violation occurred; and \$25 distributed to the School Bus Safety Grant Program Account;

**WHEREAS**, the School District is collaborating with Pennsylvania State Police, Warren County Sheriff’s Office, Conewango Township Police Department, City of Warren Police Department and the Youngsville Police Department through intergovernmental agreements in accordance with Section 3345.1 to implement a school bus safety program for the use of school bus monitoring cameras to improve student safety and enforce school bus traffic violations;

**WHEREAS**, the School District desires to engage the services of BusPatrol to install, operate, and maintain certain equipment, processes, and back-office services to enforce school bus traffic violations in accordance with State law in support of the Pennsylvania State Police, Warren County Sheriff’s Office, Conewango Township Police Department, City of Warren Police Department and the Youngsville Police Department, and to enable

the School District to monitor activities on the interior and exterior of school buses to improve student safety;

**WHEREAS** the School District represents that it has the authority to enter into this contract.

**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, **School District** and **BusPatrol** agree as follows:

The foregoing recitals are true, correct and form an integral part of this Contract.

## **AGREEMENT**

### **1.0 DEFINITIONS. In this Agreement, the words and phrases below shall have the following meanings:**

- 1.1 **"BusPatrol System"** means, collectively, all of the BusPatrol Equipment, BusPatrol Software and other tangible and intangible property relating thereto owned by BusPatrol that is installed, operated and maintained by BusPatrol to operate the School Bus Stop Arm Program within the School District. The BusPatrol System will include all equipment and services necessary to deliver the following solution:
  - 1.1.1 **"BusPatrol External Stop Arm Enforcement Solution (Solution A)"** means all of the External Enforcement Cameras plus other Equipment necessary to operate a school bus photo violation monitoring system, as described in Attachment A.
  - 1.1.2 **"BusPatrol Internal Student Safety Solution (Solution B)"** means all of elements of the BusPatrol Stop Arm Enforcement Solution (Solution A), plus the Internal Non-Enforcement Cameras and equipment necessary to provide an internal safety monitoring system, as described in Attachment A.
- 1.2 **"BusPatrol Equipment"** includes any and all cameras, sensors, equipment, components, products, and other tangible property that comprise the BusPatrol System, including but not limited to the following:
  - 1.2.1 **"External Enforcement Cameras"** means the outward-facing cameras and other related equipment installed by BusPatrol on the exterior of a school bus to identify Violations of the Stop Arm Law. Video and images generated by the External Enforcement Cameras will be provided only to the Law Enforcement Agency responsible for reviewing evidence of Potential Violations and other County

personnel who are specifically authorized to review such evidence for purposes of enforcing the Stop Arm Law. Such cameras may only be used to record violations of section 3345 and may not be used for any other surveillance purposes.

- 1.2.2 **"Internal Non-Enforcement Cameras"** means the cameras and other related equipment installed by BusPatrol on the interior of a school bus, if ordered by School District, to allow authorized personnel within the school district to monitor student safety on board the bus. Video and images generated by the Internal Non-Enforcement Cameras shall be the property of the School District, will be provided only to designated personnel within the School District, and shall not be made available to the County or any third party except as explicitly authorized by the School District and, if legally required, a parent or eligible student.
- 1.3 **"BusPatrol Marks"** means all trademarks registered in the name of BusPatrol or any of its affiliates, such other trademarks as are used by BusPatrol or any of its affiliates on or in relation to School Bus Safety at any time during the Term of this Agreement, service marks, trade names, logos, brands and other marks owned by BusPatrol, and all modifications or adaptations of any of the foregoing.
- 1.4 **"BusPatrol Proprietary or Confidential Information"** means, with respect to BusPatrol, any systems, technology and software, information, matter or thing of a secret, confidential or private nature which is connected with BusPatrol's business or methods of operation or concerning any of BusPatrol's suppliers, licensors, licensees, or others with whom BusPatrol has a business relationship, and which has current or potential value to BusPatrol or the unauthorized disclosure of which could be detrimental to BusPatrol including, but not limited to:
- 1.4.1 Matters of a business nature including, but not limited to: information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices BusPatrol obtains or has obtained from its clients, or at which BusPatrol sells or has sold its services; and
- 1.4.2 Matters of a technical nature including, but not limited to: product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.

- 1.4.3 Notwithstanding the foregoing, BusPatrol Proprietary and Confidential Information will not include information that (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (b) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (c) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (d) is required by a court of competent jurisdiction to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to seek a protective order or otherwise object to the disclosure, or (e) is required by applicable state law to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to object to such disclosure.
- 1.5 **“BusPatrol Software”** means all computer software programs installed, operated and maintained by BusPatrol to operate the School Bus Stop Arm Program within School District, including but not limited to the BusPatrol OS, AlertBus application, Console application, as well as software documentation, and firmware embedded on BusPatrol Equipment. BusPatrol Software also includes third party applications used by BusPatrol to deliver the services, including but not limited to optional third party software applications available if contracted for by School District.
- 1.6 **“Intellectual Property”** means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual property rights, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.
- 1.7 **“Law Enforcement Agency”** means a local police department, or the State Police, with authority to issue violations using an automated side stop signal arm enforcement system in accordance with Section 3345.1;
- 1.8 **“Notice of Violation”** means a written notice of a School Bus Stop-Arm Violation, which is mailed or otherwise delivered by BusPatrol or its designated agent to the owner of a vehicle operated in violation of the Stop Arm Law. Each Notice of Violation must be supported by a certificate, sworn to or affirmed by the Law Enforcement Agency, verifying that a Stop Arm Violation occurred, based upon inspection of photographs, microphotographs, videotape or other recorded images

produced by the BusPatrol System. Each Notice of Violation will include the following information, as required by Section 3345.1:

- (i) A copy of the recorded image showing the vehicle;
- (ii) The registration number and state of issuance of the vehicle registration;
- (iii) The date, time and place of the alleged violation;
- (iv) That the violation charged is under Section 3345 and instructions for return of the notice of violation;
- (v) Instructions for how to request a hearing with the Magisterial District Judge for the purpose of contesting liability or notice.

- 1.8 **"Other Confidential or Proprietary Information"** means, with respect to any person, any written or tangible property owned or used by such person in connection with such person's business, whether or not such property is copyrightable or also qualifies as Confidential Information including, without limitation, products, samples, Equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spreadsheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such person, including financial statements, budgets, projections and invoices.
- 1.9 **"Potential Violation"** means a potential School Bus Stop-Arm Violation, which is documented in Violation Data that is collected by the BusPatrol System and provided to the Law Enforcement Agency for final review and determination of a Violation, in accordance with the Stop Arm Law.
- 1.10 **"School Bus Stop Arm Program"** means the administration, processes, and procedures by which the School Bus Stop Arm Violations are recorded, monitored, identified, processed, approved, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by BusPatrol and School District.
- 1.11 **"Stop Arm Violation"** (also sometimes **"Violation"**) means a violation of the Stop Arm Law, based on a determination by the Law Enforcement Agency, after reviewing images, video and other data captured by the BusPatrol System, that a vehicle has been operated in violation of the Stop Arm Law.
- 1.12 **"Stop Arm Law"** means Section 3345 and 3345.1 of the Pennsylvania Consolidated Statutes Title 75, Vehicles.



- 1.13 **“Violation Data”** means all electronic data collected by the External Enforcement Cameras that contains information, including but is not limited to, pictures, video, GPS location, date, and time of Potential Violations, which is subject to review by an authorized County Official or law enforcement agency for final determination of a Violation, in accordance with the Stop Arm Law.

## **2.0 TERM**

This Agreement shall commence on the Effective Date and shall continue for a five (5) year period from the date the first Notice of Violation is issued through the BusPatrol System (the **“Initial Term”**).

## **3.0 RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. The parties represent and warrant that they have, or will secure at their own expense, all personnel and consultants required to provide the services under this Agreement and have contracted, or will contract, with any necessary third-party vendors to provide the services in accordance with this Agreement. No officer or member of the governing body of the School District or BusPatrol shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of the School District or BusPatrol have any pecuniary interest in this Agreement or any part thereof.

## **4.0 SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES**

### **4.1 RESPONSIBILITIES OF BUSPATROL. BusPatrol agrees to provide the following services, as more fully described in Attachment A:**

- 4.1.1 Provide, install and maintain the BusPatrol Equipment on all school buses operated by the School District and/or their bus contractors;
- 4.1.2 Exercise commercially reasonable efforts to equip School District’s entire fleet of contracted and owned buses with the BusPatrol System before October 31, 2020 to the extent commercially viable and mutually agreed by BusPatrol and the School District. The order of such installation of the BusPatrol Systems, if any, on School District school buses will be determined by BusPatrol, in its reasonable discretion, which determination will be documented in a detailed Implementation Plan to be developed by BusPatrol based on various methods of research or survey data used by BusPatrol to

determine the priority of School District school bus routes that have a need for the installation of the BusPatrol Systems;

- 4.1.3 Provide personnel to train appropriate School District personnel on the proper use of the Equipment;
- 4.1.4 Provide the designated Law Enforcement Agency with access to review recorded images of Potential Violations from the video recording equipment to identify and issue Notices of Violations for School Bus Stop-Arm Violations in accordance with applicable provisions of the Law;
- 4.1.5 Prepare Notices of Violations for School Bus Stop- Arm Violations, when reviewed and approved by a designated County, in accordance with applicable provisions of the Stop Arm Law;
- 4.1.6 Mail Notices of Violations to owners of vehicles that have been operated in violation of the applicable provisions of the Stop Arm Law;
- 4.1.7 Collect any civil fines, penalties, and costs, including credit card processing fees, assessed for Violations of the Stop Arm Law. BusPatrol may charge a credit card processing fee to the party making payment upon a ticket/citation, and may use any lawful means to collect any Violations that are not paid in a timely manner, including utilizing debt resolution agencies for delinquent violators;
- 4.1.8 Establish a bank account at an FDIC member (insured) bank for the processing of payments, which account may be managed by BusPatrol or a third party payment processor;
- 4.1.9 Provide monthly reports to the School District 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 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; and
- 4.1.10 Install Interior Non-Enforcement Cameras, if ordered by School District, at the same time that Exterior Enforcement Cameras are installed. Video footage, recorded images and other information generated through Internal Non-Enforcement Cameras shall be the property of the School District, shall be made available only to the School District, and shall not be made available to any third party except as explicitly authorized by the School District and, if legally required, a parent or eligible student.

- 4.1.11 Remove BusPatrol Equipment from school buses that are retired from service, and re-install such Equipment on replacement buses. At BusPatrol's option, interior wiring harnesses may be abandoned in place. BusPatrol will be responsible for repairing any cosmetic damage to the school bus caused during the installation or removal of BusPatrol equipment.
- 4.1.12 Comply with all requirements of 75 Pa.C.S.A. § 3345.1
- 4.1.13 Assume all financial responsibility for the installation, operation, repair, maintenance and removal of the BusPatrol Safety System.
- 4.2 **RESPONSIBILITIES OF THE SCHOOL DISTRICT. The School District agrees to:**
  - 4.1.1 Provide BusPatrol with access to buses, along with other reasonable assistance necessary for BusPatrol to install, operate, maintain, and remove the BusPatrol Equipment and BusPatrol Software;
  - 4.1.2 Provide BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule (the information is the property of the School District and BusPatrol shall not disclosed the information to any third party without the prior consent of the School District);
  - 4.1.3 Allow installed Equipment to be used for the purpose of the operation of the Stop Arm Camera Program pursuant to the Stop Arm Law and this Agreement;
  - 4.1.4 Advise the School District's transportation contractors to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System. The School District shall not be liable for any failure by a transportation contractor in this respect or for any damage to the BusPatrol System, unless the damage is caused by the District or its employees.
  - 4.1.5 Designate in writing a program manager (the "District Program Manager") that BusPatrol may contact for day-to-day operational concerns, issues, and problems. The District Program Manager shall also be responsible for the review of any and all BusPatrol deliverables, including reports. BusPatrol may rely upon the apparent authority of the District Program Manager;
  - 4.1.6 Designate a technology representative (the "District Technology Representative") to assist BusPatrol Program Manager with resolving technical issues, including providing access to the



BusPatrol System if blocked by firewall, or other School District security protocols;

- 4.1.7 Review and approve BusPatrol invoices for payment in coordination with the Law Enforcement Agency, in accordance with the invoicing provisions in Article 5.0;
- 4.1.8 Work with local law enforcement agencies to arrange for appropriate court personnel to administer hearings and adjudicate contested tickets;
- 4.1.9 Coordinate with designated Law Enforcement Agency(ies) through intergovernmental agreements—to ensure that qualified technicians are assigned to review each Potential Violation that is generated by BusPatrol, and either approve the issuance of a Notice of Violation or reject the Potential Violation and input the appropriate rejection code in the BusPatrol System. ALL DECISIONS TO ISSUE A NOTICE OF VIOLATION MUST BE MADE BY AN AUTHORIZED TECHNICIAN FROM A DESIGNATED LAW ENFORCEMENT AGENCY; and
- 4.1.10 Coordinate with other county entities as needed to carry out this Agreement, including the execution of all necessary intergovernmental agreements; and
- 4.1.11 Use best effort carry out the obligations under this Agreement, and help resolve any issues, problems or concerns related to compliance with the installation, maintenance and operation of the Equipment within the School District.

## **5.0 REVENUE SHARING/TECHNOLOGY FEES, INVOICING/PAYMENT**

- 5.1 **Revenue Sharing/Technology Fees.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. All civil penalties and administrative fees collected from the operation of the BusPatrol System, as well as the credit card processing fees which are to be paid by the party making payment upon a Violation, will be deposited in the BusPatrol account established pursuant to Article 4.0. At the end of each month, all amounts collected from Violations will be disbursed on a monthly basis as follows:
  - 5.1.1 Required Disbursements. All required disbursements to the Law Enforcement Agency (\$25 per violation) and the Pennsylvania School Bus Safety Grant Program Account (\$25 per violation)

pursuant to the Stop Arm Law shall be made prior to any other disbursements called for in this Article 5.0.

5.1.2 Revenue Share Arrangement. Remaining gross revenues collected through the operation of the BusPatrol System after the Required Disbursements in section 5.1.1 (\$250 per violation - which shall be utilized for the installation or maintenance of side stop signal arm enforcement systems on school buses) will be disbursed as follows:

- 1) 40% of the remaining gross revenue will be disbursed to the School District;
- 2) 60% of remaining gross revenue will be disbursed to BusPatrol as compensation for the installation or maintenance of the BusPatrol System.

The Revenue Sharing/Technology Fee Model in Attachment B illustrates the manner in which the Revenue Sharing/Technology Fee provisions in this Article 5.0 of the Agreement are to be applied. Under no circumstances shall any money be owed directly from the School District to BusPatrol.

5.1.3 Technology Fees. BusPatrol's compensation for the installation or maintenance of the BusPatrol System will also include a Technology Fee of \$85.00 for each school bus that is to be outfitted with the BusPatrol System, to be deducted from the School District's share of the gross revenue.

5.1.3.1 The total amount of Technology Fees to be paid to BusPatrol each month will be calculated by multiplying (i) the monthly Technology Fee of \$85.00 by (ii) the number of buses that are to be outfitted with the BusPatrol System as provided for in Article 4.0, beginning on the date that this Agreement is first executed by School District and continuing for the duration of this Agreement. Additional Technology Fees may be assessed only if Equipment is lost or damaged by District employees, or in the event the parties agree in writing to increase the number of buses identified in Article 4.0 to be equipped with BusPatrol Equipment.

5.1.3.2 Technology Fees shall be paid solely from the School District's share of gross ticket revenues collected from tickets issued through the operation of the BusPatrol System on any school bus owned and operated by the School District or one of the School District's approved transportation contractors, as defined in Section 5.1.1. For

purposes of this Article 5.0, gross revenue will be calculated across the entire bus fleet, and will include all revenues collected from tickets issued through the operation of the BusPatrol System on buses owned or operated by the School District or one of the School District's approved transportation contractors, as well as the credit card processing fees which are to be paid by the party making payment upon a ticket/citation.

- 5.1.3.3 In the event that School District's share of the gross revenue collected in a given month is insufficient to cover the total amount of Technology Fees owed to BusPatrol for that month, the balance of unpaid Technology Fees will be rolled over for payment from the School District's share of revenues in the following month(s) until all outstanding Technology Fees have been paid. If this Agreement is terminated, any balance of unpaid Technology Fees shall be forgiven and shall not be owed by the School District.

## **5.2 Invoicing/Payment.**

- 5.2.1 No later than 5 calendar days after the end of each month, the Law Enforcement Agency shall provide BusPatrol with a complete report on the number and dollar value of tickets paid directly to the Law Enforcement Agency during the previous month, including Violations paid in person or by mail. All revenues collected by the Law Enforcement Agency will be deposited with in the School District bank account at the end of each month, for disbursement in accordance with this Article 5.0.
- 5.2.2 No later than the 5 calendar days after the deadline for Law Enforcement Agency's report of Violations paid to directly to the Law Enforcement Agency, BusPatrol will submit an invoice for payment of the Technology Fee and Revenue share owed to BusPatrol in accordance with this Article 5.0. Invoices will be sent to the following address: Warren County School District, Attn: Transportation Manager, 6820 Market Street, Russell, PA 16365
- 5.2.3 No later than 20 calendar days after receipt of BusPatrol's invoice, the School District shall approve payment of BusPatrol's invoice from the available revenues generated from Violations, in accordance with Article 5.0. In the event of any dispute as to any portion of an invoice School District shall approve payment of the undisputed portion of the invoice, and any disputed items will be carried forward for further discussion and incorporation into the following month's invoice. Funds will be paid from the account established in Article 4.0 upon School District's approval of an invoice.

- 5.2.4 If an invoice is not processed and approved by the School District within the timeframes set forth in this Article 5.2, and if sufficient ticket revenues have been collected to cover such invoice, BusPatrol shall be entitled to interest on such unpaid amounts at the rate of 7% per year, to be deducted from School District's share of revenue.

## **6.0 LICENSE AND RESERVATION OF RIGHTS.**

### **6.1 License Grant.**

BusPatrol grants to the School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software, and to have it installed on the vehicles owned by its transportation contractors, solely for purposes of carrying out this Agreement. This license shall continue for the duration of this Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. School District shall immediately cease any and all use of the BusPatrol Equipment, BusPatrol Software or other BusPatrol Intellectual Property upon termination or expiration of this Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

### **6.2 Reservation of Rights.**

School District and BusPatrol hereby acknowledge and agree to the following:

- i. BusPatrol is the sole and exclusive owner of the BusPatrol System, BusPatrol Equipment, BusPatrol Software, BusPatrol Marks, all Intellectual Property, trade secrets, software, including any updates thereto, arising from or relating to the BusPatrol System, and any and all related Equipment;
- ii. School District neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement;
- iii. To the extent permitted by law, BusPatrol may utilize imaging and other data captured by exterior enforcement cameras for educational and marketing purposes provided that the identities of school children are protected. Imaging and other data captured by internal non-enforcement cameras may not be used for such purposes; and
- iv. By reason of the exercise of any such rights or interests of School District pursuant to this Agreement, School District shall not gain any additional right, title or interest therein.

### **6.3 Restricted Use.**

School District hereby covenants and agrees that it shall not:

- i. Use the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the school bus photo violation monitoring systems during the term of this Agreement, on school buses owned or operated by the School District or one of the School District's approved transportation contractors. This provision shall not prohibit the video and images captured by Internal Non-Enforcement Cameras (which is the property of the School District) from being used by the School District for disciplinary or other purposes;
- ii. Disclose or provide the BusPatrol System, BusPatrol Proprietary or Confidential Information, BusPatrol Equipment, BusPatrol Software or Intellectual Property of BusPatrol to any third parties without the prior express written permission of BusPatrol;
- iii. Make any modifications to the BusPatrol System including, but not limited to, any BusPatrol Equipment or BusPatrol Software;
- iv. Alter, remove or tamper with any BusPatrol Marks;
- v. Use any of the BusPatrol Marks in any way which might prejudice their distinctiveness, validity or the goodwill of BusPatrol therein;
- vi. Use any trademarks or other marks other than the BusPatrol Marks in connection with the School District's use of the BusPatrol System pursuant to the terms of this Agreement without first obtaining the prior consent of BusPatrol and BusPatrol; or
- vii. Disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System including, but not limited to, any BusPatrol Equipment, BusPatrol Software, BusPatrol Proprietary or Confidential Information, or any Intellectual Property of BusPatrol, or cause any other person to do any of the foregoing.

### **6.4 Protection of Rights.**

BusPatrol shall have the right to take whatever action it deems necessary or desirable to protect its intellectual property rights, remedy or prevent the infringement of any Intellectual Property of BusPatrol including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the BusPatrol Marks, the filing of patent applications for any of the Intellectual Property of BusPatrol, and making any other applications or filings with appropriate Governmental Authorities. School



District shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the BusPatrol Marks or the Intellectual Property of BusPatrol without the prior written consent of BusPatrol.

#### **6.5 Infringement.**

The School District shall use its reasonable best efforts to give BusPatrol prompt notice of any activities or threatened activities of any person of which it becomes aware that infringes or violates or may infringe or violate the BusPatrol Marks or any of BusPatrol's Intellectual Property or that constitute a misappropriation of trade secrets or acts of unfair competition that might dilute, damage or destroy any of the BusPatrol Marks or any other Intellectual Property of BusPatrol. BusPatrol shall have the exclusive right, but not the obligation, to act to enforce such rights and to make settlements with respect thereto. In the event that BusPatrol commences any enforcement action under this Article 6.5, then the School District shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol from time to time, provided that BusPatrol shall reimburse the School District for any reasonable costs incurred or paid to third parties.

#### **6.6 Infringing Use.**

The School District shall give BusPatrol prompt written notice of any action or claim, whether threatened or pending, against the School District alleging that the BusPatrol Marks, or any other Intellectual Property of BusPatrol, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person, and the School District shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol in the defense thereof, provided that BusPatrol shall reimburse the School District for any reasonable costs incurred in providing such cooperation and assistance incurred or paid to third parties. If such a claim is made and BusPatrol determines, in the exercise of its sole discretion, that an infringement may exist, BusPatrol shall have the right, but not the obligation, to procure for the School District the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

### **7.0 TERMINATION**

#### **7.1 Termination of Agreement for Cause.**

Either the School District or BusPatrol shall have the right to terminate this Agreement by written notice to the other if:

- i. State statutes are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program or if any laws are enacted that would substantially change or terminate the ability under the Agreement to obtain fines or charges for violations of law, which would eliminate the source for financing the School Bus Stop Arm Program;
- ii. A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence; or
- iii. The other party commits any material breach of any of the provisions of this Agreement, which breach is not cured within a reasonable time (not exceeding 45 calendar days).

BusPatrol shall have the right to terminate this Agreement immediately by written notice to the School District if:

- i. The Stop Arm Law is revoked by lawful action of the State or County;
- ii. The civil penalty adopted by the State or County for Bus Stop Arm Violations is eliminated, abated, or reduced following the Effective Date; or
- iii. The School District engages, solicits bids for, or otherwise contracts with any company other than BusPatrol for a school bus stop arm monitoring program for School District during the Term of this Agreement.

Notwithstanding any term, provision or condition contained herein to the contrary, in the event any legislation or policy is adopted by any governing authority, at any time during the term of this Agreement, prohibiting, or terminating Stop Arm Camera programs, and in such event should School District and BusPatrol not, within a reasonable period of time, enter into a separate service agreement, then BusPatrol shall be entitled to remove or repossess its Equipment upon the termination or expiration of this Agreement.

BusPatrol may only terminate this Agreement for the reasons stated herein and may not terminate this Agreement for any other reason or for convenience.

The School District shall also have the right to terminate this Agreement for convenience after the conclusion of any school year.

In the event of such termination, School District shall immediately cease use of the BusPatrol System, and allow BusPatrol with reasonable access

to buses owned or operated by the School District or one of the School District's approved transportation contractors to allow for the removal of the BusPatrol System, including all BusPatrol Equipment and Software. Video and images captured Internal Non-Enforcement Cameras (which is the property of the School District) shall be retained by the School District.

In the event of termination, any Notice of Violation issued prior to the effective date of termination shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including the Technology Fees/Revenue Sharing provisions in Article 5. Under no circumstances shall any money be owed directly from the School District to BusPatrol for any balance of unpaid Technology Fees, or otherwise, in the event that the revenues collected from Notices of Violation are less than any unpaid amounts owed to BusPatrol.

## **7.2 Wind-Down Provisions.**

7.2.1 In the event of termination of this Agreement, BusPatrol shall be relieved of any further obligations related to the installation, operation and maintenance of the BusPatrol System.

7.2.2 In the event either party terminates this Agreement, the School District and BusPatrol shall agree upon a methodical and efficient schedule for removal of all BusPatrol Equipment from the School Buses or buses owned by the School District's approved transportation contractors, but in no event shall this schedule be less than 180 calendar days following termination. Responsibility for removal shall be that of BusPatrol.

Notwithstanding any other provision of this Agreement to the contrary, the School District and BusPatrol agree that any Notice of Violation issued prior to the effective date of termination shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including the Technology Fees/Revenue Sharing provisions in Article 5.0. Under no circumstances shall any money be owed directly from the School District to BusPatrol for any balance of unpaid Technology Fees, or otherwise, in the event that the revenues collected from Notices of Violation are less than any unpaid amounts owed to BusPatrol.

7.2.3 BusPatrol shall, within a reasonable amount of time, deliver to the School District or certify the destruction of any Proprietary Information provided by the School District to BusPatrol pursuant to this Agreement.

- 7.2.4 BusPatrol shall, within a reasonable amount of time, deliver to the School District a final report regarding the issuance of Notices of Violation and collection of fines under this Agreement.
- 7.2.5 Unless the School District and BusPatrol have agreed to enter into a new agreement relating to the BusPatrol System or have agreed to extend the Term of this Agreement, the School District shall immediately cease using the BusPatrol System upon termination of expiration of this Agreement, and shall allow BusPatrol to remove any and all BusPatrol Equipment, BusPatrol Software or other materials of BusPatrol installed in connection with BusPatrol's performance of its obligations under this Agreement including, but not limited to, any and all External Enforcement Cameras and Internal Non-Enforcement Cameras and related equipment installed by BusPatrol. Video and images captured Internal Non-Enforcement Cameras (which is the property of the School District) shall be retained by the School District.

## **8.0 SURVIVAL.**

Each of the following Sections shall survive the termination of this Agreement:

- i. Definitions;
- ii. License and Reservation of Rights;
- iii. Notice;
- iv. Liability;
- v. Choices of Laws and Venue;
- vi. Default/Cumulative Rights/Mitigation;
- vii. Assignment;
- viii. Confidentiality and Records; and
- ix. Those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

## **9.0 NOTICE**

Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person,

shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

If to BusPatrol, to:

Jean F. Souliere  
8540 Cinder Bed Road, Suite 400  
Lorton, Virginia 22079  
(703) 338-0208  
[jean@buspatrol.com](mailto:jean@buspatrol.com)

If to the County, to:

Michael Kiehl  
Transportation Manager  
6820 Market St.  
Russell, PA 16345  
[kiehlm@wcsdpa.org](mailto:kiehlm@wcsdpa.org)

## **10.0 LIABILITY**

To the greatest extent permitted by law, BusPatrol agrees to hold harmless and indemnify the School District (including costs and reasonable attorney fees) for any personal injury, death, or other claim or liability that arises out of (i) any violation of the terms, conditions, or requirements of this Agreement by BusPatrol or its employees, successors or permitted assigns; (ii) the violation of any federal, state, or local law, statute, regulation, rule or ordinance by BusPatrol or its employees, successors or permitted assigns; (iii) the installation, operation, maintenance, repair, or removal of the BusPatrol System by BusPatrol or its employees, successors or permitted assigns; or (iv) the acts or omissions of BusPatrol or its employees, successors or permitted assigns.

To the greatest extent permitted by law, the School District agrees to hold harmless and indemnify BusPatrol (including costs and reasonable attorney fees) for any personal injury, death, or other claim or liability that arises out of (i) any violation of the terms, conditions, or requirements of this Agreement by the School District or its employees; (ii) the violation of any federal, state, or local law, statute, regulation, rule or ordinance by the School District or its employees; or (iii) the acts or omissions of the School District or its employees. Under no circumstances shall the School District assume any liability to BusPatrol for the actions or omissions of the School District's approved transportation contractors or their employees.

**TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BUSPATROL OR SCHOOL DISTRICT, THEIR AFFILIATES, AGENTS OR PRINCIPALS BE**



LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE BUSPATROL SYSTEM OR SERVICES OR ANY THIRD PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE BUSPATROL SYSTEM OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BUSPATROL OR SCHOOL DISTRICT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall BusPatrol or School District's total liability under this Agreement (other than cases involving death, personal injury or the violation of any federal, state, or local law, statute, regulation, rule or ordinance) exceed the amount paid to either Party under this Agreement. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Nothing in these provisions shall prevent either party from asserting any legal or equitable defense including, but not limited to, a defense of immunity or damage limitations.

## **11.0 GOVERNING LAW AND ARBITRATION**

In providing the Services pursuant to this Agreement, the parties must observe and comply with all applicable federal, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), state, and local statutes, Laws, rules, and regulations. This Agreement and all matters arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision.

Any controversy or claim arising out of or relating to this Agreement, or a breach hereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). There shall be one arbitrator agreed to by the Parties within twenty (20) days following receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Fairfax County, Virginia. The Parties irrevocably and unconditionally waive any objection to venue. Except as required by law, neither party nor the arbitrator may disclose the existence, contents, or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right. The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the Parties and may be entered and enforced in any court having jurisdiction. The arbitrator may not award punitive damages. The compensation and expenses of the arbitrator shall be paid by the Parties equally.

## **12.0 AMENDMENTS**

This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and the School District and approved by the School District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

## **13.0 SEVERABILITY**

In the event that any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.

## **14.0 ENTIRE AGREEMENT**

This Agreement, including Attachments A and B, represents the entire agreement between BusPatrol and the School District with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.

## **15.0 BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

## **16.0 DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, law, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance hereunder.

## **17.0 ASSIGNMENT**

The parties agree that they may delegate the performance of their duties hereunder by contracting with third-party entities in accordance with applicable procurement and other laws, but each party remains responsible for their respective responsibilities set forth in this Agreement.

## **18.0 COUNTERPARTS, NUMBER, GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, including without limitation facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **19.0 DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BUSPATROL SYSTEM AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BUSPATROL’S LICENSORS (COLLECTIVELY REFERRED TO AS “BUSPATROL”) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BUSPATROL SYSTEM AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## **20.0 CONFIDENTIALITY AND RECORDS**

- 20.1 Except as may be subject to the provisions of the Pennsylvania Right to Know Law, during the term of this Agreement and for a period of time beginning on the date of termination of this Agreement and ending on the first anniversary thereof, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of negotiations for this Agreement or during the Term of this Agreement, including the terms of this Agreement.
- 20.2 Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information for purposes of performing this Agreement, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information for purposes of performing this Agreement, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by

any Governmental Authority, including laws relating to public records, provided that BusPatrol is provided with prior notice and an opportunity to object to any disclosure in accordance with applicable law.

20.3 Each party shall safeguard and adhere to all confidentiality, privacy, and security requirements under applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information obtained by either party from the other in connection with this Agreement and each respective party's performance hereunder.

20.4 Unless stated otherwise herein, all records created pursuant to this Agreement shall belong to BusPatrol.

## **21.0 FORCE MAJEURE**

Neither BusPatrol nor the School District shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission by BusPatrol. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

Neither BusPatrol nor the School District shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by any of the aforementioned causes or any other cause reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder.

In the event of any such occurrence, (a) the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed; and (b) the period of performance of this Agreement shall be extended for an additional period of time equal to the period of suspension of performance. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

**22.0 SIGNATORY AUTHORITY**

The persons signing and executing this Agreement on behalf of BusPatrol and the School District have been duly authorized to execute this Agreement on behalf of BusPatrol or School District, as the case may be, and to validly and legally bind BusPatrol and the School District to all terms, conditions, performances, and provisions set forth herein.

**23.0 INSURANCE**

BusPatrol and the School District must each maintain throughout the entire term of this Agreement, and at its own cost, general liability insurance protecting against liability due to injury or death to persons and damage to property in an amount not less than \$1,000,000 as to each occurrence.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and School District, effective as of the last date of signature below (the "Effective Date").

**BUSPATROL:**

BusPatrol America, LLC

By: \_\_\_\_\_  
Name: Jean F. Souliere  
Title: CEO, BusPatrol America LLC  
Date: \_\_\_\_\_

**Warren County School District:**

Warren County School District

**ATTEST:**

By: \_\_\_\_\_  
Name: Donna L. Zariczny  
Title: President, Board of School Directors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ruth A. Huck  
Title: Secretary, Board of School Directors  
Date: \_\_\_\_\_

**List of Attachments:**

Attachment A: Description Of BusPatrol Systems, Services  
Attachment B: Revenue Sharing/Technology Fees Model



## ATTACHMENT A

### DESCRIPTION OF BUSPATROL SYSTEMS, SERVICES

A. **BusPatrol Equipment.** BusPatrol will install, operate and maintain the following Equipment on buses owned or operated by the School District or one of the School District’s approved transportation contractors:

- 1) The “**BusPatrol Stop Arm Enforcement Solution (Solution A)**” means all of the External Enforcement Cameras plus other Equipment necessary to operate a school bus photo violation monitoring system, including the following:



BusPatrol OS	Processing Center	Violator Call Center
Stop Arm Cameras & Sensors	Program Management	Court Support
4G LTE Modem/Antenna	School District Support	Automated Printing & Mailing
GPS	Law Enforcement Support	Customizable Reporting
Alertbus Citation Life-cycle Management System	AVA (Automated Violation Analysis) AI Technology	Dedicated Equipment Maintenance Technicians

- 2) The “**BusPatrol Student Safety Solution (Solution B)**” means all of elements of the BusPatrol Stop Arm Enforcement Solution (Solution A), plus the Internal Non-Enforcement Cameras and Equipment necessary to provide an internal safety monitoring system, including the following:

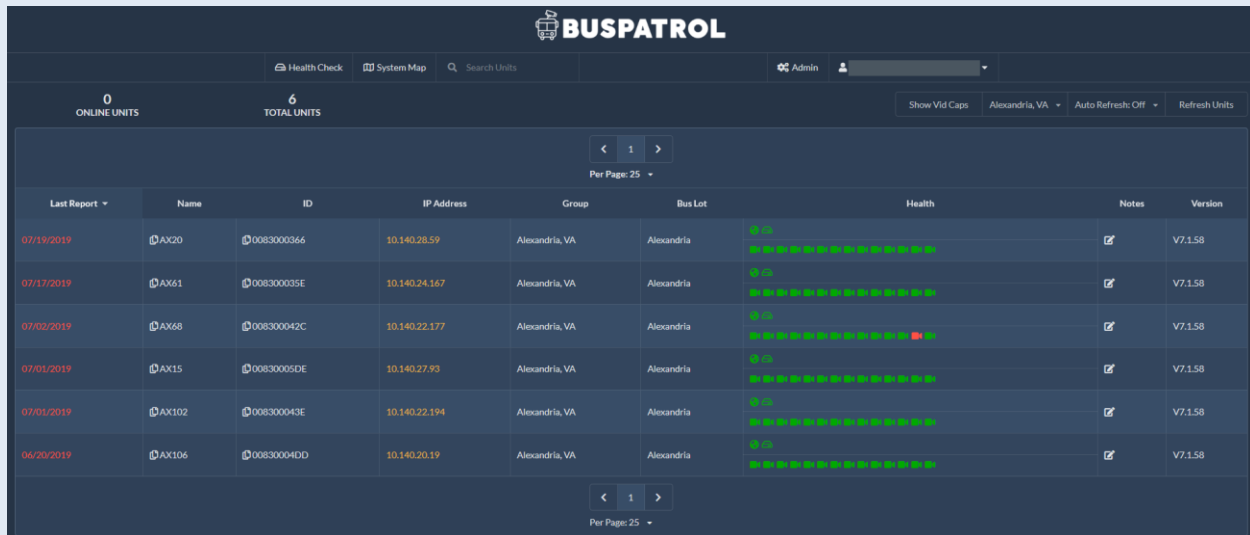


4 Interior cameras w/ mic.	Silent alarm	Remote Video Retrieval
Windshield camera	Console	Live View
Side load camera	Healthcheck	Snail Trail
Rearview camera	Vehicle Page	Real-Time GPS Vehicle Locator

B. **Software And Connectivity.** From the moment the bus is started the BusPatrol OS is connected to the BusPatrol Secure Cloud environment through our virtual private network (VPN) created exclusively for BusPatrol by our cellular network providers.

## 1) BusPatrol Student Safety Solution

Designated authorized school district personnel in School District (provided School District has selected the BusPatrol Student Safety Solution, Solution B) will be able to login to the BusPatrol Console where they can use the Healthcheck tool to monitor the health of each BusPatrol OS, access live streaming audio and video from the bus, as well as look at real-time GPS locations of the fleet, or historical GPS information.

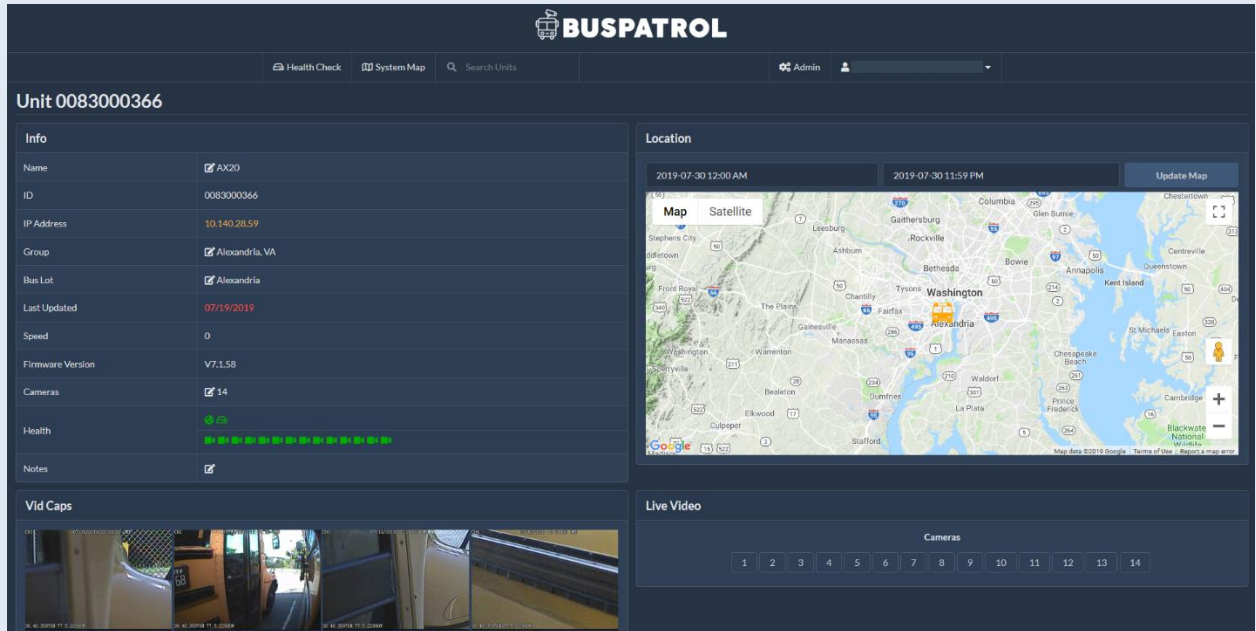


The screenshot shows the BusPatrol Console interface. At the top, there's a header with the BusPatrol logo and navigation tabs: Health Check, System Map, Search Units, Admin, and a user profile dropdown. Below the header, it displays '0 ONLINE UNITS' and '6 TOTAL UNITS'. A table lists the units with columns: Last Report, Name, ID, IP Address, Group, Bus Lot, Health, Notes, and Version. The table contains 6 rows of data for units AX20, AX61, AX68, AX15, AX102, and AX106. Each unit's health status is indicated by a green bar with a pulse icon. The bottom of the table has pagination controls showing 'Per Page: 25'.

Last Report	Name	ID	IP Address	Group	Bus Lot	Health	Notes	Version
07/19/2019	AX20	0083000366	10.140.28.59	Alexandria, VA	Alexandria	OK		V7.1.58
07/17/2019	AX61	008300035E	10.140.24.167	Alexandria, VA	Alexandria	OK		V7.1.58
07/02/2019	AX68	008300042C	10.140.22.177	Alexandria, VA	Alexandria	OK		V7.1.58
07/01/2019	AX15	00830005DE	10.140.27.93	Alexandria, VA	Alexandria	OK		V7.1.58
07/01/2019	AX102	008300043E	10.140.22.194	Alexandria, VA	Alexandria	OK		V7.1.58
06/20/2019	AX106	00830004DD	10.140.20.19	Alexandria, VA	Alexandria	OK		V7.1.58

**Figure 1 Console: Healthcheck Page**

BusPatrol's Remote Access Evidence feature allows for designated authorized school district personnel to remotely and securely request and download video. This feature is available anytime (if District has selected Solution B), but can only download while the school bus is turned on, or in the accessory position.



**BUSPATROL**

Unit 0083000366

Health Check System Map Search Units Admin

**Info**

Name	AX20
ID	0083000366
IP Address	10.140.28.59
Group	Alexandria, VA
Bus Lot	Alexandria
Last Updated	07/19/2019
Speed	0
Firmware Version	V7.1.58
Cameras	14
Health	<span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span> <span style="color: green;">●</span>
Notes	<input checked="" type="checkbox"/>

**Location**

2019-07-30 12:00 AM 2019-07-30 11:59 PM Update Map

Map Satellite

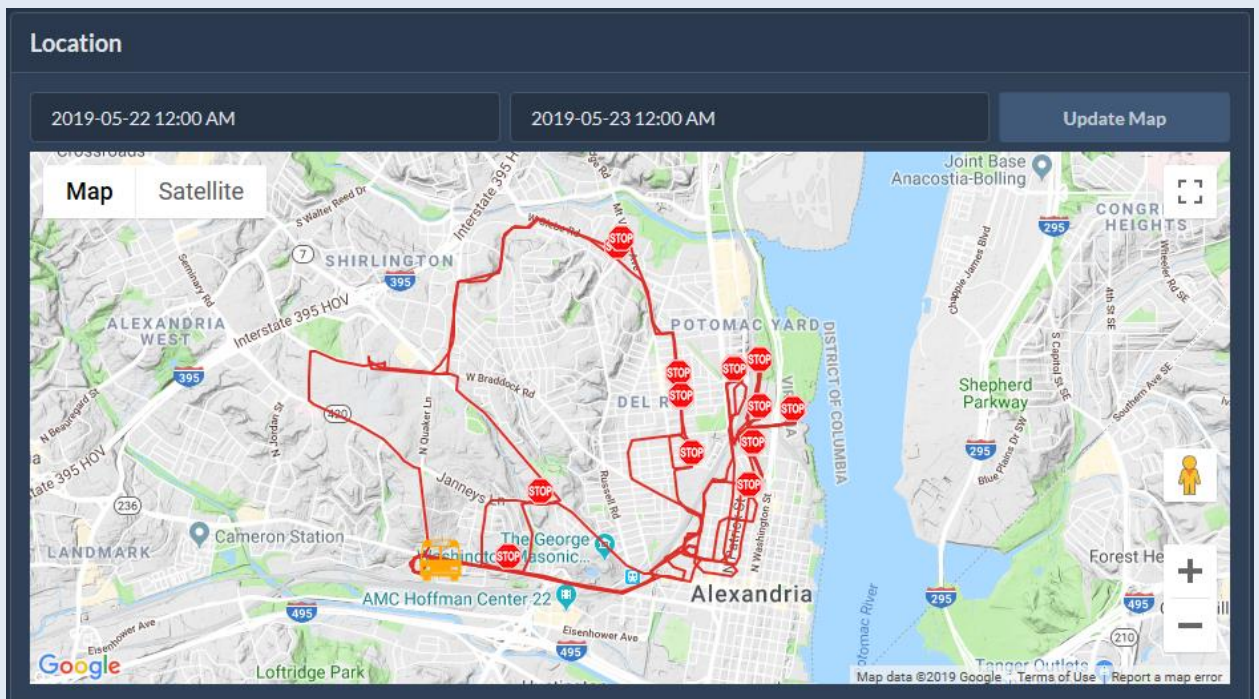
**Live Video**

Cameras

1 2 3 4 5 6 7 8 9 10 11 12 13 14

**Figure 2 Console: Vehicle Information Page**

Being connected through the cellular network means real-time GPS locator, not just historical GPS information once the school bus returns to the bus lot. Using the Console, users have access to both. BusPatrol's Snail Trail feature pictured below shows the buses route run given during a user defined timeframe. The vehicles current location and speed can also be obtained through the Vehicle page.



**Location**

2019-05-22 12:00 AM 2019-05-23 12:00 AM Update Map

Map Satellite

SHIRLINGTON POTOMAC YARD ALEXANDRIA WEST LANDMARK

Interstate 395 HOV 3

Joint Base Anacostia-Bolling CONGR HEIGHTS

Shepherd Parkway Forest Heights

AMC Hoffman Center 22

Washington

Map data ©2019 Google Terms of Use Report a map error

**Figure 3 Console: Snail Trail Historical GPS**

BusPatrol's GPS information is a requirement necessary in the production of Stop Arm Violation evidence packages sent to local law enforcement. BusPatrol provides this feature as an added value to the school district. In addition, BusPatrol can provide the District with a GPS API endpoint for 3<sup>rd</sup> Parties such as routing vendors or mobile app developers to access. All BusPatrol software is web based and can be accessed using a standard PC or Apple computer using Google Chrome, Safari, Internet Explorer, Microsoft Edge, or Firefox internet browsers, or using any Apple or Android mobile device.

- C. Implementation Plan.** BusPatrol and the School District will work together to schedule a kick-off meeting to review the expectations from the school district and local law enforcement, answer any questions, and obtain the information necessary to begin loading school buses with BusPatrol OS equipment.

Based on this analysis and input received from the School District, BusPatrol will develop a detailed project implementation plan to address the various steps necessary to begin operation of the school bus photo monitoring system, including:

- \* High Risk Route Analysis and Identification
- \* School Bus Stop arm camera equipment installations
- \* Coordination with local law enforcement
- \* Public awareness campaign to teach the community the benefits of the safety program and raise awareness of driving laws related to school buses
- \* Citation template approvals
- \* Records retention requirements
- \* School District training
- \* Law enforcement training
- \* Back-end office preparation and set-up
- \* Provisioning of servers
- \* Geo-fencing of program geographic boundaries
- \* Telecommunications provisioning
- \* Banking and payment processing set-up
- \* Service and maintenance provisioning
- \* Set-up of analytics and customization of reporting systems for clients

- D. Violation Processing (BusPatrol 5X Evidence Validation System).** The BusPatrol 5X Evidence Validation System will be used to process a violation from event capture to the processing of payment and includes a total of five layers of review, including final approval by a police officer. These multiple layers of review assure quality of evidence and minimize the chance of citations being issued in instances when it is not appropriate. In sequence, below are the steps in our BusPatrol 5X Evidence Validation System:

- First Layer – Our onboard equipment detects a stop arm event (SAE) only when stop arm is deployed. The video and metadata are recorded onto the hard drive on-board. Once it has been marked as a SAE, the data is transferred via 4G/LTE modem over BusPatrol's secure encrypted VPN.
- Second Layer – Exterior camera SAE video data is transferred via BusPatrol's™ 4G/LTE cellular modem over the VPN to BusPatrol's proprietary Alertbus citation life-cycle management system where they are processed using AVA, BusPatrol's proprietary Automated Video Analysis Artificial Intelligence (AI), which has been proven to be significantly more reliable than on board motion detection, radar, and even the human eye. All SAEs with potential violations are sent to trained BusPatrol reviewers through the Alertbus system who individually review the SAEs to validate potential violations, and flag them to be transferred to a processor.
- Third Layer – BusPatrol processing experts, known as Processors, examine video from seven camera angles, validate that a potential violation has occurred, and assembles the digital evidence package including: GPS map and data showing the violation location; time and date of the violation; vehicle license plate number and state; make, model, and year of the vehicle; registered owner information; recorded images showing the violation; and other pertinent details on a digital citation to later be approved or disapproved by a certified law enforcement officer within the municipality. Processors are assigned to specific states and are trained on the state law and associated city or county ordinances.
- Fourth Layer – A local authorized law enforcement officer logs onto BusPatrol's Alertbus law enforcement secure web interface with a unique username and password to review violations. If the officer decides a violation has occurred, an electronic signature for the officer and badge number are automatically included on the electronic citation once they have clicked on the "approve citation" button.
- Fifth Layer – A pre-print review is conducted to ensure two violations are not being processed for the same offense. This can occur if a violator drives past multiple stopped school buses at one time or, if a police officer witnesses the same violation and cites the driver. After verification, BusPatrol promptly mails the citation to the violator. The violator may login to our Alertbus web portal to review violation information, see video, and make payment. The digital citation includes state and local legal references, instructions for the recipient to login to the Alertbus website ([www.alertbus.com](http://www.alertbus.com)) through the violator portal to review the evidence against them, the amount of the fine, procedures to pay the fine or steps to contest the violation, a statement explaining late charges and possible administrative costs, and a statement warning that failure to pay a fine or contest the notice will be considered an admission of guilt, and any other



data as required by law. Citations are written bi-lingual with English on the front and Spanish on the back, and the Alertbus website is in English and Spanish.

BusPatrol uses only trained reviewers and processors familiar with the local requirements for evaluation of photographic evidence to pre-screen all SAEs and violations. These BusPatrol reviewers and processors have experience in examining thousands of potential violations and in preserving the fidelity of all potential evidence. BusPatrol believes that pre-screening with trained staff provides the best possible quality results before final citation decision by the local law enforcement officers. These services will be provided by BusPatrol with no out-of-pocket cost to Warren County.

- E. **Evidence Packages.** BusPatrol will provide evidence packages as required to defend all disputes of stop arm violations filed by potential violators. The Alertbus system has a court docket feature for the scheduling of hearings. When a hearing request is received by BusPatrol staff, the hearing is scheduled in the Alertbus Docket and a hearing notice is automatically generated. Once the hearing is complete the disposition is input into Alertbus the record is updated, and the notice of final disposition is generated. Alertbus can also be used to create correspondence, add notes to a citation record, and apply payments.
- A. **Payment Processing.** The majority of violators pay via credit card through the Alertbus web portal using our PCI compliant systems and 3rd party payment processor, but Alertbus also support checks, money orders, and ACH payments. The Alertbus financial backend is powered by Oracle's NetSuite ERP system and Cybersource payment processor. Processing payments through Alertbus ensures that the citation records are always up to date making reconciliations easy on both parties.

BusPatrol will establish a dedicated demand deposit account for receipt of violation payments. BusPatrol will invoice weekly or monthly, as agreed to with the County, and reconcile from the dedicated account to the Commissioner of Finance for [County] County. All invoices will be paid for out of program revenue.

BusPatrol will also establish processes to address refunds, using the following general approach:

- a. For electronic transactions:

If a citation is displaying a negative balance due, it will populate in a refund report in NetSuite for review by BusPatrol's finance department. A citation can display a negative balance if it was paid, then dismissed by Law Enforcement or discharged in court. If BusPatrol's finance department determines a refund is due on the citation, in NetSuite they will process a refund from the original payment transaction. NetSuite is connected to our

payment processor, CyberSource, and will authorize the refund based on the authorization code of the payment that is stored in our system.

- b. For check/money order/cash transactions:

If a citation is displaying a negative balance due, it will populate in a refund report in NetSuite for review by BusPatrol's finance department. If BusPatrol's finance department determines a refund is due on the citation BusPatrol will issue a refund check by mail within 60 days of the payment. The 60-day window is to ensure the checks clear the bank, and do not return for NSF.

- B. **Collection Processing.** BusPatrol will establish processes for collecting past due amounts, in accordance with local requirements. As permitted by state and local law, these procedures may include:

- 1) Distribution of late notices;
- 2) Driver's registration flags, which will be sent to the Department of Motor Vehicles to place appropriate holds, in order to require the violator to pay the fine before the flag can be lifted and the registration be renewed; and
- 3) Engagement with debt resolution services.

- H. **Reporting.** BusPatrol's Alertbus system has robust reporting capabilities that can be customized or created to meet Warren County School District needs. We provide monthly and annual financial reports that give an overview of the program. We can provide additional reporting showing violations by location, violations by time of day, violation by day of the week, or violations by bus number. BusPatrol will work with the County to determine appropriate reporting requirements.

Warren County will at a minimum be provided with automated monthly reports containing, but not limited to the following information:

- 1) **Monthly financial reports:**
  - Total revenue collected each month
  - Distributions to be made
  - A/R Aging
- 2) **Monthly Violations reports:**
  - Total violations/tickets per bus
  - Total violations/tickets per violation location
  - Law Enforcement approval rates
  - Ticket Aging (Paid, Due)
  - Contestation Rates and Outcome
  - Repeat Offender

- Top Violated Locations/Buses

3) Ad Hoc Reporting. BusPatrol will also provide School District with ad hoc or custom reports upon request. In addition, BusPatrol will provide all reporting as required by local law.

- I. Training. All BusPatrol training programs will be conducted in either a live classroom setting or via online webinar, whichever solution is more convenient and conducive to trainee schedules. With the exception of computers for training, BusPatrol will provide all materials for live classroom training sessions, including but not limited to all printed training materials and work instructions. In the event of webinar training, trainees will be required to provide their own computers and internet connection to view training courses.

The BusPatrol account manager will coordinate all training schedules with the designated points of contact at the partner locations. The initial trainings for staff will consist of BusPatrol's Alertbus system, and Console. These trainings will be conducted before the new partner go live date to ensure that all appropriate staff are adequately trained on the system features applicable to their roles and responsibilities. This will also enable the trainees to ask and receive answers to any questions they may have or issues they may encounter.

Schedules will be closely coordinated with partner points of contact to ensure all applicable staff are included in the trainings. Make up courses will be available as well for those who are unable to attend the initial training sessions.

In the event of staff turnover, retraining for existing staff or system upgrades or enhancements, future training sessions will be coordinated between the account manager and the designated district points of contact at the partner location.

BusPatrol will offer the following Training Sessions to relevant personnel from the School District:

Training Group	Training Topics	Length of Session
Warren County Traffic Safety Administrator	BusPatrol OS™ systems and features overview and user instruction; Alertbus citation life-cycle system training.	1 hr
District Transportation Personnel	BusPatrol OS™ systems and features overview and user Instruction	1 hr
Bus Driver Training	BusPatrol OS™ systems and features overview and user instruction	10 mins

Training Group	Training Topics	Length of Session
District Financial Training	BusPatrol OS™ systems and features overview.	1 hr
Police Training	BusPatrol OS™ systems and features overview and user instruction; Alertbus citation life-cycle system training.	1 hr
Adjudication Hearing Officer Training	BusPatrol OS™ systems and Features overview and user instruction; Alertbus citation life-cycle system training.	1 hr

**J. Public Awareness Campaign.** BusPatrol will work in conjunction with its Customer to help develop customized content for printed, digital, TV, and social media platforms. BusPatrol will also assist the district to coordinate with local news stations to arrange press conferences. At the press conference the school district, as well as local law enforcement, have the opportunity speak to the media explaining the laws of the road, when drivers are supposed to stop and the dangers of passing stopped school buses.

**K. Support.** BusPatrol will assign an Account Representative to work with the Customer and local law enforcement to provide ongoing customer service and support. The Account Representative will also be the main point of contact for the Customer, law enforcement, and transportation department. BusPatrol will also assign service technicians to each bus lot.

BusPatrol will also maintain a toll free call center operated between the between the hours of 8:00am to 5:00pm EST, Monday through Friday, year-round, excluding holidays, for citizens to call in and report concerns, discuss citations, or gather program information. Violators can go online at any time to view video of their violation and pay their citation by visiting [www.Alertbus.com](http://www.Alertbus.com), and entering their citation number.

Depending on the total number of School District buses, an appropriate number of dedicated local service technicians will be assigned to Customer buses and can be supplemented by additional area technicians as required. All work on school buses will be coordinated through the appropriate school district Transportation Department. All service and maintenance of BusPatrol systems shall be performed during off-hours and should never interrupt regular transportation department operations.

Upon award BusPatrol will establish a Customer office with a local citation processing center and equipment service center somewhere centrally located within the Customer's County.

BusPatrol maintains an internal partner HelpDesk to support our partners in the event of questions and issues in relation to our hardware and software products and services. Should the need arise, partners are asked to submit their questions and issues in the form of a support ticket. Simply email [support@buspatrol.com](mailto:support@buspatrol.com) with the following information:

Name:  
Callback Number:  
Partner Name: (i.e. [County/School District])  
Question/Issue:

BusPatrol will work with the County/School District to establish detailed Service Level Agreements (SLAs) with Respond/Restore/Resolve times based on event priority. Priorities will be established based on the following criteria Low, Medium, High, Business Critical, using the following general definitions:

1) Service Level Agreements (SLAs)

- Respond – Defined as the amount of time between when a partner first submits a ticket and when BusPatrol responds and lets the partner know we are currently working on it.
- Restore – Defined as the amount of time between when a partner first submits a ticket and when BusPatrol restores the product/service to a working state.
- Resolve – Defined as the amount of time between when the partner first submits a ticket and when that question is answered or problem is actually resolved to the partner's satisfaction.

2) Priorities:

- Low Priority – Non-critical function or procedure, unusable where a workaround is available or a repair is possible, no direct impact on service availability. Resolution time for this level of priority is 5 days.
- Medium Priority – Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct

impact on services availability. Resolution time for this level or priority is 3 days.

- High Priority – Critical functionality or service interrupted on a subset of users or products, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible. Resolution time for this level of priority is 24 hours.
- Critical Priority – Interruption making critical functionality inaccessible or a complete product/service interruption causing a severe impact on services availability. No possible alternative solutions are possible. Resolution time for this level of priority is 4 hours.

Once a ticket has been submitted, regardless of priority, the BusPatrol Account Representative for the Customer will be notified and will immediately engage both the requestor and the appropriate department/team within BusPatrol to ensure the question or issue is resolved as soon as possible.

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## ATTACHMENT B REVENUE SHARING/TECHNOLOGY FEES MODEL

The following revenue sharing models are included to illustrate the manner in which the Revenue Sharing/ Technology Fees provisions in Article 5.0 of the Agreement are to be applied:

*(for illustration only):*

BusPatrol Solution			
<u>Estimated</u> Monthly Revenue Distribution			
	<u>Qty</u>	<u>Unit Price</u>	<u>Amount (\$)</u>
Note 1	Collected Tickets/ Gross Revenue	1,500	\$300.00
			\$450,000.00
	Less Required Disbursements to Law Enforcement and State Fund	1,500	\$50.00
			(\$75,000.00)
	Remaining Revenue		\$375,000.00
	District <u>Monthly</u> Revenue Share	40%	\$150,000.00
	BusPatrol Monthly Revenue Share	60%	\$225,000.00
Note 2, Note 3	BusPatrol <u>Monthly</u> Technology Fee	260	\$85.00
			(\$22,100.00)
	<b>District Total <u>Monthly</u> Due (Revenue Share Less Technology Fees)</b>		<b>\$127,900.00</b>
Note 4	<b>BusPatrol Total <u>Monthly</u> Due (Revenue Share Plus Technology Fees)</b>		<b>\$247,100.00</b>

*Note 1: Ticket rates and projected revenue are for illustration only. Actual gross revenue includes all revenues collected from tickets issued through the operation of the BusPatrol System on buses owned or operated by School District, including credit card processing fees paid by the party making payment upon a ticket. Consistent with 75 Pa.C.S.A. § 3345.1, the \$250 portion of the penalty will be divided with 40% going to the District and 60% going to Bus Patrol to compensate it for the installation or maintenance of the BusPatrol System.*

*Note 2: Technology Fees are to be paid from School District's share of gross revenues. In the event that the School District's share gross revenue collected in a given month is insufficient to cover the total amount of Technology Fees owed to BusPatrol for that month, the balance of unpaid Technology Fees will be rolled over for payment in the following month(s) until all outstanding Technology Fees have been paid.*

*Note 3: Technology Fees calculated by multiplying (i) the fixed monthly Technology Fee of \$85 per bus, by (ii) the number of buses that are to be outfitted the BusPatrol System, beginning on the date that the Agreement is first executed and continuing for the duration of such Agreement. Technology fee may be increased when additional buses are added, or when hardware is lost or damaged by client or vandalism/theft.*

*Note 4: All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and*

*therefore agrees that in the event that gross revenues collected over the life of this Agreement are insufficient to cover the Technology Fees, BusPatrol will have no claim against the County or School District for the payment of any such unpaid Technology Fees.*