



The School District of Lee County

PIGGYBACK CONTRACT AGREEMENT

BusPatrol America, LLC

AGREEMENT

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into this 29th day of July , 2025, by and between **THE SCHOOL BOARD OF LEE COUNTY, FLORIDA**, a body corporate under the laws of Florida (hereinafter referred to as the “School District”), whose address is 2855 Colonial Blvd., Fort Myers, Florida 33966 and **BUSPATROL AMERICA, LLC**, whose business address is 8560 Cinder Bed Rd., Suite 100, Lorton, Virginia 22079 (hereinafter referred to as “BusPatrol”).

WITNESSETH

WHEREAS, the School District is seeking to contract with BusPatrol to provide the School District with a School Bus Infraction Detection System Safety Program;

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual agreement as set forth in the Agreement between BusPatrol America, LLC and Hillsborough County Public Schools dated July 11, 2024, attached as Exhibit “A,” (hereinafter the “Hillsborough Contract”);

WHEREAS, Section 6A-1.012 of the Florida Administrative Code provides authority for the School District to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school;

WHEREAS, the School District will approve expenditures and dates that adhere to the terms and conditions, as well as the approved date range of the Hillsborough Contract;

WHEREAS, the School District hereby adopts and accepts all recitals set forth in the original agreement between BusPatrol and the Hillsborough County Public Schools as if fully set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. LEE COUNTY SCHOOL DISTRICT AGREEMENT

1.1 Term, Effective Date, Conflict Clause, and Clarification of Parties

The term of this Agreement commences upon full execution hereof and shall continue for the original terms approved in the Hillsborough Contract under Section 2.0, Term.

a) Effective Date

This Agreement shall become effective upon full execution by all Parties.

b) Conflict Clause

In the event of any conflict or inconsistency between the terms of this Agreement, including any additions or modifications made by the School District, and the Hillsborough Contract incorporated herein by reference, the terms of this Agreement shall control and supersede.

c) Clarification of Party and Jurisdictional References

All references in this Agreement, including its attachments and incorporated documents, to “Hillsborough,” “Hillsborough County Public Schools,” or “HCPS” shall be deemed to refer to the School District of Lee County, Florida (“School District”). Similarly, all references to Hillsborough law enforcement agencies shall be deemed to refer to the appropriate law enforcement agencies with jurisdiction in Lee County, Florida.

1.2 Law Enforcement Agency

In Subsection 1.5 of the Hillsborough Contract, the Lee County Sheriff’s Office shall be deemed the Law Enforcement Agency for this Agreement.

1.3 Responsibilities of BusPatrol

Replacement of Subsection 4.1.9:

Subsection 4.1.9 of the original Hillsborough Contract is hereby deleted in its entirety and replaced with the revised language set forth above.

When requested by any law enforcement agency, court, administrative agency, or hearing officer with jurisdiction over traffic violations—including, but not limited to, the Department of Administrative Hearings (DOAH), law enforcement entities, and the Clerk of Court for the 20th Judicial Circuit—BusPatrol shall provide comprehensive ministerial and evidentiary support in connection with the administration and enforcement of Notices of Violation. This support shall include, but is not limited to:

- i. Scheduling and coordination of hearings,
- ii. Providing correspondence, notices, and required documentation,
- iii. Facilitating payment processing and compliance reporting,
- iv. Assisting with submission and access to evidence, including video footage and metadata,
- v. Preparing and transmitting affidavits or other required forms,
- vi. Supporting hearing officers, judges, law enforcement personnel, and clerks with all necessary materials, communication, and procedural facilitation in accordance with the Stop Arm Law and applicable rules.

BusPatrol shall utilize program revenues for all costs associated with these functions and shall ensure that all supporting entities are reimbursed as applicable law enforcement, courts, and administrative bodies—receive timely, accurate, and complete assistance to carry out their respective responsibilities.

Addition to Section 4

Subsection 4.1.15 and 4.1.16 are hereby added as follows:

- 4.1.15** BusPatrol agrees to fully support the School District in meeting all responsibilities imposed under Florida Statutes § 316.173 and shall:

- a) Provide and install all required signage on the rear of each participating school bus, as specified in the statute and associated regulations.
- b) Assist the School District with the preparation and submission of the quarterly report detailing the results of the school bus infraction detection system, as required by law. This includes, but is not limited to, compiling and formatting all necessary data and providing timely and complete reporting materials.
- c) Provide the school District with all underlying data and substantiating information necessary for the School District to maintain compliance with the statutory requirement to preserve such records for a minimum of two (2) years.
- d) Ensure the school bus infraction detection system utilizes, to the extent practicable, all necessary technology to obscure or mask personal identifying information captured in still images or video footage that is not relevant to the alleged violation. This includes—but is not limited to—obscuring the identity of drivers, passengers, and uninvolved persons; the interior or contents of any motor vehicle; numbers identifying the address of a private residence; and the contents or interior of such residences. This masking shall occur during BusPatrol's violation transmission process to law enforcement.
- e) Issue written notice to the School District no later than December 31 of each year, confirming that all records and video footage subject to mandatory destruction requirements have been properly destroyed in accordance with the statute and retention policies.
- f) Conduct testing and verification of all detection equipment at regular intervals as required by applicable State Board of Education regulations and industry standards. BusPatrol shall retain documentation of such testing and provide results to the School District upon request.

4.1.16 BusPatrol shall fully support and ensure the School District's compliance with all obligations imposed under Florida Statutes § 316.173, related State Board of Education regulations, and any other applicable law or administrative rule governing the operation of school bus infraction detection systems.

BusPatrol acknowledges that these obligations are material to the Agreement and are necessary to ensure the School District's legal compliance under Florida law. All associated costs shall be borne solely by BusPatrol and are included within the flat fee model selected by the School District.

1.4 Responsibilities of the School District

Subsection 4.2.9 of the Hillsborough Contract shall be amended to note that the coordination will be between the Twentieth Judicial Circuit Court, Lee County, and the Clerk of Court & Comptroller, Lee County (the "Clerk"). The School District shall assist BusPatrol with coordinating with the Clerk to participate in the School Bus Infraction Detection System Program, including, but not limited to, entering into an interlocal agreement with the Clerk to process violations of §316.172 as outlined in §316.173.

1.5 Payment

Flat Fee Selection and Comprehensive Coverage of Program Costs. The School District hereby elects to proceed under the flat fee compensation model (Option 1) as outlined in the Hillsborough Contract, and as further set forth below. In selecting this model, the School District shall not be responsible for any program-related costs, whether direct or indirect. BusPatrol shall utilize program revenues for all costs and expenses necessary for the full implementation, operation, enforcement, and maintenance of the Stop Arm Camera Safety Program. This includes, but is not limited to, all costs associated with:

- i. Postage and mailing;
- ii. Law enforcement personnel or agency processing;
- iii. Hearing officers or judges;
- iv. Clerks or administrative staff;
- v. Data management, storage, or security;
- vi. Printing, forms, or materials;
- vii. Court or administrative filing and processing fees;
- viii. Any other operational, administrative, technological, personnel, or legal costs necessary to execute or support the Program.

BusPatrol shall utilize program revenues to pay or reimburse for both foreseen and unforeseen costs related to the Program throughout the term of the Agreement. Under no circumstances shall the District be required to advance or reimburse any funds or assume financial responsibility for any aspect of Program implementation or enforcement.

1.6 Reporting and Disbursement of Funds

The following provisions replace Subsection 5.3 of the Hillborough Contract in its entirety and sets forth the terms governing payment, reporting, and disbursement of funds under this Agreement. These provisions are designed to ensure transparency, fiscal accountability, economic advantage, and alignment with the School District's operational and financial priorities.

a) Monthly Revenue Report, Payment Authorization

Within fifteen (15) days following the end of each month, BusPatrol shall submit a detailed Revenue Reconciliation Report (the "Report") to the School District for review and approval. The Report shall, at a minimum, include:

- i. Total number of Notices of Violations and Uniform Traffic Citations mailed during the previous month;
- ii. Total amount of revenue from fines and penalties collected from violations during the previous month;
- iii. Total amount to be paid to BusPatrol, as determined in accordance with this Agreement;
- iv. Total amount to be retained or paid to the School District, as determined in accordance with this Agreement;
- v. Total amount of Flat Fees or additional costs proposed to be deducted from collected proceeds, including an itemized justification for any unpaid Flat Fees proposed to be deducted from future proceeds.

The School District shall have full discretion to request clarifications, corrections, or supporting documentation prior to approval of the Report. Approval shall not be unreasonably withheld, but may be delayed pending resolution of any discrepancies or necessary clarifications.

b) School District Approval of Revenue Reconciliation Report

The School District shall provide written approval or detailed comments regarding the Revenue Reconciliation Report within fifteen (15) calendar days of receipt, unless the School District is closed, at this point, there will be an extension and the fifteen (15) calendar days will begin upon the reopening of Central Office at the School District. Disbursement of funds shall not occur without written authorization from the School District. In the event of discrepancies or disputes regarding amounts stated in the Report, the Parties agree to work in good faith to resolve such matters promptly and efficiently.

c) Payment and Processing

Within thirty (30) calendar days of the School District's written approval of the Revenue Reconciliation Report, BusPatrol shall disburse payments and fees in accordance with the approved Report. The School District reserves the right to audit BusPatrol's records related to payments and disbursements under this Agreement at any time upon reasonable notice, for purposes of verifying accuracy, compliance, and transparency.

1) Definition of Reasonable Notice and Written Communication for this Purpose

For purposes of this Agreement, unless otherwise expressly stated, "reasonable notice" shall mean no less than five (5) business days' written notice. Written notice may be provided by electronic means, including but not limited to email, and shall be deemed effective upon transmission unless otherwise specified.

d) Service/Convenience Fees

BusPatrol is authorized to charge, collect, and retain a service/convenience fee of up to the greater of five dollars (\$5.00) or five percent (5%) of the total payment for each payment processed through the internet, call center, IVR, or other electronic means. Such fee shall be paid by the payer and shall not be charged to or be the responsibility of the School District under any circumstance.

e) Public Awareness and Educational Campaigns

Upon written request by the School District, BusPatrol will assist in the facilitation and administration of public awareness and educational campaigns regarding the School Bus Stop Arm Program and other student transportation safety initiatives. Any expenditures by BusPatrol for such initiatives shall require the prior written approval of the School District and shall be recoverable from future collected proceeds only to the extent specifically designated for such purpose by the School District .

1.7 Indemnification

The Parties hereby agree that the foregoing Subsection 1.7, Indemnification, replaces in its entirety the original Subsection 6.7, Indemnification, in the Hillsborough Contract. This revised indemnification provision shall govern and control all matters of indemnity, defense, and related obligations under this Agreement, and supersedes any prior or conflicting provisions regarding indemnification.

BusPatrol shall, at its sole cost and expense, defend, indemnify, and hold harmless the School District, its School District members, officers, employees, agents, successors, and assigns (collectively, the

“Indemnified Parties”) from and against any and all claims, demands, suits, actions, causes of action, proceedings, losses, damages, liabilities, judgments, fines, penalties, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, expert fees, and court costs) (collectively, “Indemnified Costs”) arising out of or related to:

- a)** any alleged or actual infringement or violation of any third-party patent, copyright, trademark, trade secret, or other intellectual property or proprietary right by BusPatrol or the BusPatrol System;
- b)** any misappropriation by BusPatrol of any third-party trade secret;
- c)** any breach by BusPatrol of its obligations under this Agreement, including but not limited to obligations related to data privacy, data security, record retention, and public records compliance;
- d)** any negligent act, error, or omission or willful misconduct of BusPatrol, its employees, agents, contractors, or subcontractors;
- e)** any claims, demands, subpoenas, or legal process seeking access to or production of video footage, images, or data generated by the BusPatrol System, including costs associated with responding to, challenging, or quashing such demands or process;
- f)** any class action, mass action, or similar claims arising from or related to the operation, accuracy, reliability, or error rate of the BusPatrol System or the School Bus Infraction Detection System Program;
- g)** any personal injury (including death) or property damage caused by BusPatrol, its employees, agents, contractors, or subcontractors in connection with this Agreement.

Indemnified Costs do not include claims arising, in whole or in part, from: (i) BusPatrol’s compliance with any instruction or direction given by the School District in writing; (ii) BusPatrol’s compliance with any instruction or direction given by any Law Enforcement Agency or other government authority; (iii) any unauthorized alteration or modification of any BusPatrol Equipment by the School District; or (iv) the School District’s failure to comply with applicable laws or BusPatrol’s written directives relating to access to and use of any images or data generated from BusPatrol Equipment.

The School District shall provide BusPatrol with prompt written notice of any claim or demand for which indemnity is sought. BusPatrol shall control the defense and settlement of such claims; provided that BusPatrol shall not settle any claim in a manner that imposes any obligation, admission, or liability on the School District without the School District’s prior written consent, which shall not be unreasonably withheld.

The School District shall have the right, at its sole discretion and expense, to participate in the defense of any claim. The School District shall provide reasonable cooperation as requested by BusPatrol.

The monetary limits for claims arising from data security breaches shall be limited to \$5,000,000 (five million). All other claims for indemnity or liability shall be limited to \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in the aggregate.

BusPatrol’s indemnity obligations under this Subsection shall survive the expiration or termination of this Agreement.

1.8 Termination, Modification, Expiration

This Subsection governs the rights of the School District and BusPatrol to terminate, modify, or allow the expiration of this Agreement. The provisions set forth herein are designed to ensure that the School District retains flexibility and discretion in managing the Agreement while ensuring an orderly and cooperative transition in the event of termination or expiration. This Subsection supersedes and replaces in full any prior provisions of the Hillsborough Contract concerning termination, modification, and expiration.

a) Termination for Convenience

The parties may terminate this Agreement, in whole or in part, at any time for its convenience and without cause by providing ninety (90) days' prior written notice.

Upon such termination:

- i. The School District shall have no further obligation to BusPatrol beyond payment for services satisfactorily rendered and accepted through the effective date of termination.
- ii. The School District shall not be liable for any termination fee, penalty, or additional payment beyond what is expressly provided in this Section.
- iii. BusPatrol shall cooperate fully in an orderly wind-down and transition, including removal of equipment, provision of final reports, and assistance with successor arrangements, at no additional cost to the School District.

b) Termination of Agreement for Cause

The School District shall have the right to terminate this Agreement, in whole or in part, immediately upon written notice to BusPatrol if:

- i. BusPatrol fails to perform or breaches any material obligation under this Agreement, and such failure does not begin remediation within ten (10) business days and is not fully cured within thirty (30) business days after written notice from the School District specifying the nature of the breach, unless otherwise mutually agreed to by the parties in writing. No additional cure period shall apply for repeated or recurring breaches of the same or similar obligation, or in the case of a breach that cannot reasonably be cured within such period, unless otherwise mutually agreed to by the parties in writing.
- ii. BusPatrol engages in gross negligence, willful misconduct, fraud, misrepresentation, or criminal conduct in connection with the performance of this Agreement.
- iii. BusPatrol fails to comply with applicable law, regulation, court order, or government directive necessary for the lawful operation of the School Bus Stop Arm Program.
- iv. A final, non-appealable decision by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible as evidence for enforcement purposes under the Stop Arm Law.
- v. BusPatrol is suspended, debarred, or otherwise legally or regulatorily disqualified from performing its obligations under this Agreement.

- vi. There is a material adverse change in the Stop Arm Law, or other applicable statutes or regulations, that prohibits or materially impairs the lawful operation or funding of the School Bus Stop Arm Program. The School District may, but is not required to, engage in discussions to identify an alternative payment or operational structure before terminating under this subsection.
- vii. Any judicial, regulatory, or quasi-judicial action prevents continuation of the School Bus Stop Arm Program or materially and adversely alters processing guidelines or the legality of evidence generated by the BusPatrol System.

In the event that the School District commits a material breach that is uncured, BusPatrol will have the same rights and duties specified in Subsection 1.8(b)(i).

In addition, either party may terminate this Agreement upon thirty (30) days written notice if either party commits repeated non-material breaches that, in the aggregate, materially affects or hinders the ability to perform under the obligations of this Agreement.

Before terminating for cause, the parties should have the discretion, but not the obligation, to work in good faith with BusPatrol each other to identify potential resolution.

c) Termination Fees

- i. In the event that the School District terminates this Agreement for cause the School District shall have no obligation to pay BusPatrol any early termination fee, liquidated damages, or penalty of any kind. The School District shall be responsible only for payment of amounts due for services satisfactorily performed and accepted through the effective date of termination.
- ii. In the event that the School District terminates this Agreement for convenience during the Initial Term, termination fees shall be limited to BusPatrol's actual, direct, and documented out-of-pocket costs that are (i) reasonable; (ii) incurred solely as a result of early termination relating to the removal of equipment; and (iii) does not include the value of any equipment or any other recoverable or reusable item by BusPatrol. BusPatrol shall provide the School District with detailed documentation supporting any such claimed costs.
- iii. In no event shall the School District be liable for termination fees based on a fixed per-bus amount or any pre-determined formula that is not tied to actual, documented costs.
- iv. The School District shall have the option, at its discretion, to purchase some or all of the internal bus cameras at a mutually agreed-upon fair market value or residual value. BusPatrol agrees to engage in good faith negotiations with the School District regarding the terms and pricing of such purchase. The School District's right to purchase equipment shall not be a condition of renewal, extension, or new service agreement with BusPatrol.

1.9 Disclaimer of Warranties

The Parties hereby agree that the foregoing is added to Section 9.0, Disclaimer of Warranties in the Hillsborough Contract.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 9.0 SHALL BE CONSTRUED TO LIMIT, DISCLAIM, OR WAIVE BUSPATROL'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS RELATING TO: (a) COMPLIANCE WITH APPLICABLE LAW; (b) DATA PRIVACY, SECURITY, AND CONFIDENTIALITY; (c) INDEMNIFICATION FOR THIRD-PARTY CLAIMS; (d)

ACCURACY AND RELIABILITY OF THE BUSPATROL SYSTEM AS REQUIRED FOR LEGAL ENFORCEMENT UNDER THE STOP ARM LAW; AND (e) MAINTENANCE, REPAIR, OR REPLACEMENT OF BUSPATROL EQUIPMENT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

1.10 Limitation of Liability

The Parties hereby agree that the foregoing is added to Section 10.0, Limitation of Liability. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO, NOR LIMIT BUSPATROL'S LIABILITY FOR:

- a) ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT;
- b) ITS BREACH OF DATA SECURITY, DATA PRIVACY, OR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT;
- c) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD;
- d) ANY FAILURE TO COMPLY WITH APPLICABLE LAW OR REGULATION REQUIRED FOR THE OPERATION OF THE SCHOOL BUS STOP ARM PROGRAM; OR
- e) ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

1.11 Force Majeure

The Parties hereby agree that the foregoing Subsection a) Suspension of Performance / Force Majeure replaces in its entirety the original Subsection 11.3 in the Hillsborough Contract is revised as follows:

a) Suspension of Performance / Force Majeure

In the event that a Party is unable to perform its obligations or duties under this Agreement due to circumstances beyond its reasonable control and for which it is not responsible (a "Force Majeure Event"), the following shall apply:

- i. The time for performance of the nonperforming Party's obligations or duties shall be suspended only for so long as the Force Majeure Event continues, provided that the nonperforming Party provides written notice to the other Party within ten (10) business days after becoming aware of the occurrence of the Force Majeure Event.
- ii. The nonperforming Party shall make all reasonable efforts to mitigate the effects of any suspension of its performance and shall resume full performance as promptly as practicable.
- iii. The period of performance of this Agreement may be extended for an additional period equal to the period of suspension, but only upon the prior written consent of the School District, which may be granted or withheld at its sole discretion.
- iv. If the suspension of performance continues for more than ninety (90) consecutive calendar days, the School District shall have the right, at its sole discretion and without penalty, to terminate this Agreement in whole or in part upon written notice to BusPatrol.

1.12 Governing Law

The Parties agree that the exclusive venue for any litigation, proceeding, or other legal action arising out of or relating to this Agreement shall be in the state courts of Lee County, Florida, or the United States District Court for the Middle District of Florida, Fort Myers Division, as applicable.

1.13 Assignment and Subcontracting

The Parties hereby agree that the foregoing Subsection a) Delegation/Subcontracting replaces in its entirety the original Subsection 12.2, Assignment/Subcontracting, in the Hillsborough Contract as follows:

b) Delegation / Subcontracting

BusPatrol may delegate the performance of its duties under this Agreement, including but not limited to installation and maintenance services, violation processing and mailing, or storing, securing, maintaining, and repairing the School Buses, by contracting with qualified third-party entities, provided that:

- i. Any such delegation shall comply with applicable law, including all procurement, safety, and security requirements applicable to the School District and to the jurisdiction in which services are performed.
- ii. BusPatrol shall remain fully responsible for the performance of this Agreement and for the management, conduct, compliance, and quality of any third-party entities it engages.
- iii. BusPatrol shall ensure that all third-party entities engaged to perform any portion of this Agreement maintain appropriate licenses, insurance, and certifications, and comply with all applicable legal, regulatory, and contractual requirements, including data security, privacy, and confidentiality obligations.
- iv. The School District shall have the right to approve, reject, or require the removal of any subcontractor or third-party entity if the School District reasonably determines that such subcontractor's performance, conduct, or qualifications are deficient, improper, or pose a risk to the School District's operations, compliance, or reputation.

1.14 Confidentiality

The parties hereby agree that the foregoing Subsection is added as Subsection 14.5.1 to the Hillsborough Contract.

14.5.1 Public Records Compliance

Notwithstanding any confidentiality or non-disclosure provisions in this Agreement, the Parties acknowledge and agree that the School District is subject to Chapter 119, Florida Statutes (the Public Records Act), and other applicable laws governing public access to records. Accordingly, the School District shall comply with its obligations under Chapter 119 and shall not be in breach of this Agreement for any disclosure of records or information as required by law, court order, or other lawful authority.

Section 2. ADDITIONAL AGREEMENT TERMS

BusPatrol agrees to provide services, on the same terms and in the same manner as set forth in the School District Contract, attached as Exhibit "A," except as otherwise provided herein. All recitals,

representations, and warranties of BusPatrol, made by BusPatrol, in the School District Piggyback Contract are restated as if set forth fully herein, made for the benefit of the School District , and incorporated herein, except that all references to the “School District” are hereby replaced with the “The School Board of Lee County, Florida.”

2.1 Public Records

BusPatrol and its subcontractors shall comply with all requirements of the Florida Public Records Act, specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of BusPatrol upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e) If BusPatrol does not comply with this section, School District shall enforce the Agreement provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.
- f) No confidentiality or non-disclosure requirement of either federal or state law shall be violated by BusPatrol or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for School District ’s disallowance and recovery of any payment upon such entry.
- g) BusPatrol shall, by written contract, require its subcontractors to agree to the requirements and obligations regarding this section.

IF BUSPATROL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 461-8420, PUBLICRECORDS@LEESCHOOLS.NET, 2855 COLONIAL BOULEVARD, FORT MYERS, FLORIDA 33966.

2.2 Verification of Employment Eligibility

BusPatrol shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of

termination. If this Agreement is terminated for a violation of the statute by BusPatrol, BusPatrol may not be awarded a public contract for a period of 1 year after the date of termination.

2.3 Background Screening Requirements

BusPatrol will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467, and 1012.468, by certifying that BusPatrol and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the School District in advance of BusPatrol providing any services on campus while students are present. BusPatrol will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BusPatrol and its employees. BusPatrol will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. BusPatrol will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. BusPatrol agrees that in the event BusPatrol or any employee who BusPatrol has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, BusPatrol will notify the District within 48 hours of such.

- a) The parties agree that in the event that BusPatrol fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. BusPatrol agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from BusPatrol's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005, the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. BusPatrol and its employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. BusPatrol and its employees who have been fingerprinted in one of the School Districts should have the ability to notify other school districts Human Resources Department of their fingerprinting status by providing the name of the school district in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring BusPatrol to be fingerprinted in every district in which they provide services.
- c) BusPatrol must provide a list of employees that will participate in this Agreement for fingerprinting appointments to the District's Department of Professional Standards at (239) 337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the BusPatrol.

2.4 Process for Fingerprinting

BusPatrol who will never be present on a school district campus are not required to be fingerprinted. Upon award, BusPatrol is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the School District Policy 8475 – *Criminal Background Screening for Contractor Access*. Among other compliance items included in this policy, **NO EXCEPTIONS TO BELOW:**

- a) Prior to the start of work on any District site, all work BusPatrol and other BusPatrol including but not limited to manager, company owners, specialty BusPatrol, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School District Policy.

Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.

- b) In the event a contract results in the deployment of personnel, whether they are a direct employee of BusPatrol or a subcontractor, to a District construction site or any District property it is the responsibility of BusPatrol to follow the requirements of this policy.

2.5 Scrutinized Companies

- a) BusPatrol certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the School District may immediately terminate this Agreement at its sole option if BusPatrol or its subconsultants are found to have submitted a false certification; or if BusPatrol, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b) If this Agreement is for more than one million dollars, BusPatrol certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the School District may immediately terminate this Agreement at its sole option if BusPatrol, its affiliates, or its subconsultants are found to have submitted a false certification; or if BusPatrol, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c) BusPatrol agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

2.6 Laws and Regulations

BusPatrol will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. BusPatrol agrees not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.

2.7 Governing Law & Venue

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2.8 Ethics

BusPatrol shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.

2.9 Compensation

The School District shall compensate BusPatrol for services rendered at the rates, set forth in the agreement.

2.10 Project Bonding, Retainage, and Final Payment

If applicable, BusPatrol shall comply with requirements as set forth in Florida Statutes 255.05, 255.077 and 255.078. BusPatrol must be properly bonded, as required by Statute. Substantial Completion of the work shall be achieved when the work has been completed to the point where the School District can occupy or utilize the work for its intended purpose, and only minor items which can be corrected or completed without any material interference with the School District 's use of the project remain to be corrected or completed. BusPatrol must provide documentation to support that the project is substantially completed before the final payment is rendered.

2.11 Documents

If applicable, BusPatrol shall use industry-standard project administration software and programs that can interface and integrate with School District 's project tracking system and information technology (IT) systems. The School District shall provide BusPatrol access to interface and integrate with the School District 's project tracking system and information technology (IT) systems. This is limited to the purposes of this Agreement.

2.12 Assignment

Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

2.13 Notice

Notwithstanding anything to the contrary in the the School District Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

Office of Superintendent
Attn: Superintendent of Schools
2855 Colonial Blvd.
Fort Myers, Florida 33966
superintendent@leeschools.net

Office of Legal Services
Attn: School Board Attorney and General Counsel
2855 Colonial Blvd.
Fort Myers, Florida 33966
legal@leeschools.net

BusPatrol America, LLC
Attn: Karoon Monfared
Chief Executive Officer
and Christiana Stover
Associate General Counsel

8560 Cinder Bed Rd., Suite 100
Lorton, Virginia 22079
karoona@buspatrol.com
christiana.stover@buspatrol.com

2.14 Severability

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

2.15 Cancellation/Termination

In the event any of the provisions of the Agreement are violated by BusPatrol, the Superintendent or designee shall give written notice to BusPatrol stating the deficiencies and if the deficiencies are not corrected within thirty (30) calendar days, a recommendation may be made to the School District for immediate cancellation. Upon cancellation hereunder, the School District may pursue any and all legal remedies as provided herein and by law. The School District reserves the right to terminate the Agreement at any time and for any reason, upon giving ninety (90) days prior written notice to the other party. If said Agreement should be terminated for convenience as provided herein, the School District will be relieved of all obligations under said Agreement. The School District will only be required to pay to BusPatrol that amount of the Agreement actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the Agreement and removal of BusPatrol from consideration on other district contracts for the duration of the document Agreement period or for three years, whichever is longer, at the discretion of the Director of Procurement. The Agreement may be terminated in accordance with Section 287.135, Florida Statutes, by the School District if:

- a) BusPatrol is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
- b) BusPatrol has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- c) BusPatrol has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
- d) BusPatrol has been engaging in business operations in Cuba or Syria.
- e) The School District may at any time by written notice to BusPatrol stop all or any part of the work for this Agreement. Upon receiving such notice, BusPatrol will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the terms and conditions.

2.16 Default

In the event that BusPatrol should breach this Agreement, the School District reserves the right to seek all remedies in law and/or in equity.

2.17 Liability

Where BusPatrol is required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded BusPatrol assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

2.18 Sovereign Immunity

The School District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the School District, its agents or employees in performance of the duties of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by the School District. Nothing herein shall be construed as consent by the School District to be sued by third parties in any matter arising out of any agreement. BusPatrol shall hold harmless and defend the School District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or work performed there under. This provision shall also pertain to any claims brought against the School District by an employee of the named BusPatrol, any Subcontractor, or anyone directly or indirectly employed by any of them. BusPatrol's obligation under this provision shall not be limited in any way by the agreed upon Agreement price as shown in this Agreement or the BusPatrol's limit of, or lack of, sufficient insurance protection.

2.19 Entire Agreement

This Agreement, including the Hillsborough Contract, sets forth the entire agreement between BusPatrol and the School District, with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 3. FEDERAL TERMS AND CONDITIONS

For any solicitation that involves, receives, or utilizes Federal Grants funding and as required for other governmental purposes, the following terms and conditions shall be considered a part of the solicitation and resulting award and BusPatrol accepts and acknowledges that it is and will continue to comply with said terms and conditions for the term of the Agreement.

3.1 Illegal Alien Labor

BusPatrol shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. BusPatrol must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the Agreement. BusPatrol and its Subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.

3.2 Recovered Material (2 CFR §200.322)

Applies to all contracts greater than \$10,000.00. BusPatrol must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00

or the value of the quantity acquired during the School District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.3 Federal Drug-Free Workplace

BusPatrol agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.

3.4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Applies if Agreement is greater than or equal to \$100,000.00. BusPatrol certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. BusPatrol must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

3.5 Energy Efficiency / Conservation (42 U.S.C. 6201)

BusPatrol agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

3.6 Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.

BusPatrol agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). BusPatrol shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the School District concurrently within 30 days of notice of the violation.

3.7 Debarment and Suspension

BusPatrol certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, BusPatrol certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

3.8 Equal Employment Opportunity

During the performance of this Agreement, BusPatrol agrees as follows:

- a) BusPatrol will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. BusPatrol will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

BusPatrol agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b)** BusPatrol will, in all solicitations or advancements for employees placed by or on behalf of the BusPatrol, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c)** BusPatrol will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with BusPatrol's legal duty to furnish information.
- d)** BusPatrol will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. BusPatrol will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the BusPatrol's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e)** BusPatrol will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f)** BusPatrol will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g)** In the event of BusPatrol's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and BusPatrol may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h)** BusPatrol will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or BusPatrol. BusPatrol will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the BusPatrol becomes involved in, or is threatened with, litigation with a Subcontractor or BusPatrol

as a result of such direction, BusPatrol may request the United States to enter into such litigation to protect the interests of the United States.

3.9 Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276C)

BusPatrol certifies that it is, and will continue to be, for the term of this Agreement in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, BusPatrol and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each BusPatrol or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

3.10 Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7)

BusPatrol certifies that it is, and will continue for the term of this Agreement, to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, BusPatrol is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, BusPatrol agrees to pay wages not less than once a week. BusPatrol must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. BusPatrol acknowledges that the decision to award this Agreement or subcontract is conditioned upon the acceptance of the wage determination which the BusPatrol accepts. BusPatrol agrees to report all suspected or reported violations to the Federal awarding agency and to notify the School District concurrently. BusPatrol certifies that it is, and will continue to be, for the term of this Agreement in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each BusPatrol or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

3.11 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

BusPatrol certifies that it is, and will continue for the term of this Agreement, to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each BusPatrol must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3.12 Occupational Safety Hazards Act Requirements

BusPatrol certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. BusPatrol further certifies that if he or she is the successful BusPatrol and

the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by BusPatrol.

3.13 HEALTH AND SAFETY STANDARDS IN BUILDING TRADES AND CONSTRUCTION INDUSTRY (40 U.S.C. 3704). NO LABORER OR MECHANIC MUST BE REQUIRED TO WORK IN SURROUNDINGS OR UNDER WORKING CONDITIONS WHICH ARE UNSANITARY, HAZARDOUS, OR DANGEROUS.

3.14 Buy American (7CFR PART 210.21(D))

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3.15 Civil Rights

BusPatrol shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

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

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: _____

Print Name: Samuel Fisher

Its: Chair

Date: _____

By: _____

Print Name: Denise M. Carlin, Ed.D.

Its: Superintendent

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, ONLY:

By: 
[Kathy Dupuy-Bruno \(Jul 21, 2025 17:17 EDT\)](#)

Print Name: Kathy Dupuy-Bruno, Esq., B.C.S.

Its: School Board Attorney and General Counsel

Date: 07/21/2025

BUSPATROL AMERICA, LL

By: _____

Print Name: Karoon Monfared

Its: School Board and General Counsel

Date: _____

EXHIBIT "A"

PIGGYBACK CONTRACT

BETWEEN

Hillsborough County Public Schools

AND

BusPatrol America, LLC