

MASTER AGREEMENT
between
BUSPATROL AMERICA, LLC
and
CITY OF GLEN COVE
for a

SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Master Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC with its principal place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 ("BusPatrol" or "Contractor"), and City of Glen Cove, a municipal corporation with its principal offices located at 9 Glen Street, Glen Cove, NY 11542 ("City").

RECITALS

WHEREAS, on August 6, 2019, the Governor of the State of New York signed into law amendments to the New York Vehicle and Traffic Law that authorize a New York county, city, town or village, by local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording violations; and

WHEREAS, pursuant to Section 1174-a of the New York Vehicle and Traffic Law, the governing body of a county, city, town or village located within a county is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with section eleven hundred seventy-four of the Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of section three hundred seventy-five of this chapter and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a; and

WHEREAS, pursuant to and in accordance with Section 1174-a, the Local Law establishes a fine of \$250 for a first violation, \$275 for a second violation committed within 18 months of the first violation, \$300 for a third violation or subsequent violation committed within 18 months of the first violation, and an additional \$25 penalty for each violation for the failure to respond to a notice of liability within the prescribed time period; and

WHEREAS pursuant to and in accordance with such Section 1174-a, the City Council on June 14, 2022 adopted Local Law 04-2022 authorizing the City to install and operate school bus photo violation monitoring systems on school buses within the City (collectively with Section 1174-a, "the Law" or "the Stop Arm Law"); and

WHEREAS, the City has entered or will enter an agreement with the Glen Cove City School District ("Participating School District") authorizing the City to contract with BusPatrol to install camera systems on school buses by the City, in order to use video monitoring of vehicles passing school buses to impose civil or other penalties on vehicle owners for violating any of the aforesaid provisions of law; and

WHEREAS, BusPatrol is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding school buses on customary routes; and

WHEREAS, pursuant to New York's "piggybacking" law, Section 103(16) of the New York General Municipal Law, the City "may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities"; and

WHEREAS, the City has determined that the Master Agreement between BusPatrol and Dutchess County, New York, dated September 24, 2021, ("Dutchess County Agreement") expressly permits "Cooperative Purchasing/Piggybacking," is for the same or similar services as the City desires from BusPatrol, is for the same or better pricing, and otherwise meets the criteria under Section 103(16) and the City's procurement Policy & Procedures; and

WHEREAS, BusPatrol agrees to enter into an Agreement with the City under the terms and conditions set forth in the Dutchess County Agreement, except as expressly modified herein; and

WHEREAS, the City represents that it has the authority, in accordance with the Local Law, to enter into this Master Agreement with BusPatrol on behalf of the Participating School Districts, to establish the terms and conditions upon which the City may elect to allow BusPatrol to install, maintain and operate school bus photo monitoring systems within the City, and does hereby award such Master Agreement to BusPatrol; and

WHEREAS, pursuant to the Local Law, the City has authorized BusPatrol to process violations as authorized by such Section 1174-a; and

WHEREAS, the City has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large; and

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, the City and BusPatrol agree as follows:

The foregoing recitals are true and correct and form an integral part of this Agreement and are contractual.

AGREEMENT

- A. COOPERATIVE PURCHASING/PIGGYBACKING.** This Agreement is entered into pursuant to the piggybacking authority in Subdivision 16 of Section 103 of the New York General Municipal Laws and the Cooperative Purchasing/Piggybacking provision within the Dutchess County Agreement. Accordingly, all the terms, conditions, covenants and representations contained herein and in the Dutchess County Agreement and any amendments thereto, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Dutchess County Agreement.

B. DELETIONS. For purposes of this Agreement, the Dutchess County Agreement is expressly modified as follows:

1. *All references to "Dutchess County" or "County" are hereby deleted.*
2. *Section 38.0, "Severance Pay," is hereby deleted.*
3. *Attachment C, "OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is hereby deleted in its entirety.*

C. ADDITIONS. For purposes of this Agreement, the Dutchess County Agreement is expressly modified by adding:

1. *All references to "Dutchess County" and "County" are hereby replaced with "City of Glen Cove" or "City."*
2. *Section 1, "Definitions," is modified to incorporate the following additional definitions:*

1.0 DEFINITIONS

- 1.19 "Contested Violation" means a Notice of Violation issued through the BusPatrol system that is challenged by the owner of the vehicle before a Local Court in a Participating Municipality in accordance with Section 1174-a of the NY VTL, and that results in payment of any fines or penalties directly to the Local Court.
- 1.20 "Local Court" means the court or traffic violations bureau having jurisdiction over traffic infractions where the violation occurred.
- 1.21 "Non-Contested Violation" means a Notice of Violation issued through the BusPatrol system that is not challenged by the owner of the vehicle and is paid directly to BusPatrol.
- 1.22 "Program Revenue" means (a) 100% of the fines and penalties from Contested collected by Local Courts, plus (b) 100% of fines and penalties from Non-Contested Violations collected by BusPatrol.

3. *Section 4, "SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES," is modified to incorporate the following additional responsibilities:*

A. RESPONSIBILITIES OF BUSPATROL. BusPatrol agrees to provide the following services, as more fully described in Exhibit A:

- xvii. Establish a bank account at an FDIC member (insured) bank for the collection and processing of Program Revenues, which account may be managed by BusPatrol or a third party payment processor, as well as a payment processor account and payment gateway;

4. *Section 5, "Payment," is removed and following terms are added:*

5.0 PAYMENT. All payments to be made to Contractor and City shall be paid from Program Revenues, which shall be collected and distributed as follows:

5.1 Collection And Disbursement of Revenues From Non-Contested Violations.

- 5.1.1 All fines and penalties collected by BusPatrol for Non-Contested Violations shall be deposited into the dedicated BusPatrol bank account established by Contractor pursuant to Article 4.
- 5.1.2 100% of the fines and penalties collected from Non-Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.1.3 BusPatrol will disburse Program Revenues from the dedicated BusPatrol within 10 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.2 Collection And Disbursement of Revenues From Contested Violations.

- 5.2.1 All fines and penalties from Contested Violations will be collected by the Local Court in the Participating Municipality where the Violation is adjudicated.
- 5.2.2 City shall work with the Local Court to ensure that all fines and penalties from Contested Violations are transferred to the City, to be disbursed as Program Revenues.
- 5.2.3 100% of the fines and penalties collected from Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.2.4 City will disburse Program Revenues to BusPatrol within 10 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.3 Payment Amounts. Program Revenues shall be used to pay the following amounts to compensate Contractor for the installation, maintenance and use of the BusPatrol Systems in accordance with Section 1174-a(1-b) of the New York State Vehicle and Traffic Law:

5.3.1 Revenue Share Payments.

- 5.3.1.1 All Program Revenues shall be disbursed 45% to the Contractor ("Contractor's Revenue Share") and 55% to City ("City's Revenue Share").
- 5.3.1.2 City's 55% Revenue Share shall first be used to reimburse Contractor for any outstanding Program Administrative Expense advanced by Contractor in accordance with Article 5.3. Any remaining portion of City's Revenue Share payment may be used by City for such other purposes as determined by City.

5.3.2 Program Administrative Expense.

- 5.3.2.1 On the first day of each month, City shall invoice Contractor for payment of a fixed monthly amount equal to the agreed-upon Program Administrative Expense, as established by the Parties in accordance with this Article 5.3.

5.3.2.2 For purposes of this Article 5.3. "Program Administrative Expense" equals an agreed-upon fixed monthly amount to reimburse City for the salary and benefits of one (1) full time City employee to directly administer and support the Stop Arm Program. In addition, Program Administrative Expense will include any expense incurred by the City for labor or materials resulting from the administration of the Stop Arm Program, which will be documented by the City and mutually agreed upon with Contractor.

5.3.2.3 The City agrees to confer with Contractor regarding the required level of administrative support needed to carry out the Stop Arm Program, and to determine whether Contractor can provide an alternative means of providing the required administrative support, at the Contractor's expense. The parties will also confer to adjust the amount of the Program Administrative Expense established in this Article 5.3 in the event of any changes in the level of administrative support required, including but not limited to changes in the number of buses deployed or volume of Violations issued, or any material increase or decrease in City's actual cost of administering or supporting the Stop Arm Program.

5.3.2.4 City agrees to comply with any reasonable request by Contractor for documentation supporting such Program Administrative Expense.

5.4 Monthly Revenue Report, Invoicing and Payment. Within 15 days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") and accompanying invoice to City for review and approval, to authorize payment of the amounts called for in this Article 5. At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

5.4.1 Total number and gross revenue from Contested Violations collected by Local Courts and transferred to the City during the previous month, to be disbursed as Program Revenue;

5.4.2 Total number and gross revenues from Non-Contested Violations collected by Contractor during the previous month, to be disbursed as Program Revenue;

5.4.3 Total amount of Contractor's 45% share of Program Revenue and City's 55% share of Program Revenue; and

The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any Party that are identified in the monthly Revenue Reconciliation Report.

5.5 Payment, Disbursement of Program Revenues.

5.5.1 BusPatrol will disburse revenues collected from Non-Contested Violations from the dedicated BusPatrol account to, the City and BusPatrol within 5 calendar days of City's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.2 All amounts payable to BusPatrol under this Agreement shall be paid from Program Revenues. In no event shall the City bear any expense associated with the administration of this program if Program Revenues over the entire term of this agreement (including any extension thereof) are insufficient to cover the amounts owed to BusPatrol.

5. *Attachment B, Attachment C, OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is replaced with the following:*

**ATTACHMENT B
OPT-IN AGREEMENT TO PARTICIPATE IN THE CITY OF GLEN COVE/
BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: _____

BusPatrol Solutions To Be Implemented:

(select one):

- ☐ BusPatrol External Enforcement Solution
☐ BusPatrol Internal Student Safety Solution

Total No. of School Buses: _____

Agreed-Upon Installation Start Date: _____

Participating School District Point of Contact: _____

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis; and

"county outside the City of New York, a city, a town, a village, a board of cooperative educational services, fire district, or a school district".; and

WHEREAS, the City is authorized by Section 1174-a of the New York State Vehicle and Traffic Law and Local Law 04-2022 to enter into an agreement with the Glen Cove City School District for the installation and operation of outward facing school bus photo violation monitoring systems on school buses owned or operated by within the school district or privately owned and operated for compensation under contract with the school district; and

WHEREAS, the City has entered into an agreement with BusPatrol to acquire, on behalf of the Glen Cove City School District, a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of VTL Section 1174, issue citations to the owner of such vehicle when approved by an authorized Municipal Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

WHEREAS, the Glen Cove City School District desires to enter into this agreement to authorize the City, through its contractor BusPatrol, to install and operate of outward facing school bus photo violation monitoring systems on school buses operated within the Glen Cove City School District as authorized by Section 1174-a and Local Law 04-2022;

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the Glen Cove City School District ("GCSD"), the City of Glen Cove ("City") and BusPatrol America LLC ("BusPatrol"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the GCSD or privately owned and operated for compensation under contract with GCSD in accordance with Section 1174-a of the New York State Vehicle and Traffic Law and [Local Law 04-2022 (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by GCSD (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the City, through its contractor BusPatrol, to install and operate the BusPatrol System identified above on school buses owned and operated by the district or privately owned and operated for compensation under contract with such district.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between City and BusPatrol ("Master Agreement"), the City will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on school buses owned and operated by GCSD or privately owned and operated for compensation under contract with GCSD , to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the GCSD jurisdictional boundaries as provided by separate contract between the City and GCSD. GCSD will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
 - b. **City.** The City is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for qualified Enforcement Technicians to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.

c. GCSD. GCSD is responsible for:

- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the City and BusPatrol). If GCSD does not own and operate the buses customarily used on the routes in its district, then GCSD shall enter into an agreement with the private owner(s) and operator(s) of those buses to allow BusPatrol to install and operate its equipment on such buses, at no cost to BusPatrol. If GCSD does not enter into such agreement with the private owner(s) and operator(s), or if any private owner or operator fails to provide BusPatrol will access to school buses, the City or BusPatrol, at its option, may terminate the Opt-In Agreement with GCSD;
- ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by GCSD or its third-party bus operator(s), as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
- iii. Providing 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;
- iv. Using best efforts to maintain the routes identified in Subsection 4(c);
- v. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
- vi. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of GCSD on all matters relating to this Opt-In Agreement and GSD's use of and participation in the school bus school bus photo violation monitoring systems;
- vii. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from internal non-enforcement cameras installed under Option B are only accessed by authorized personnel from GCSD.

5. **License, Restricted Use.** BusPatrol grants to GCSD a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. GCSD shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

GCSD agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. GCSD will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not

attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. **Reporting.** GCSD, acting by and through the Superintendent of Schools of such District, or his or her designee, shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law or Local Law 04-2022, to the State or any official thereof. BusPatrol and City agree to work with GCSD to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. **Restrictions on Access to Enforcement Data.** In accordance with the State and Local Law and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to (i) prevent GCSD from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems; (ii) provide for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems; and (iii) provide for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the City for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this local law or (ii) upon final disposition of a notice of liability issued pursuant to this local law.
8. **Restrictions on Access to Internal Camera Data.** The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant to this agreement shall be made available only to GCSD, and shall not be made available to the City or any third party except as explicitly authorized by the GCSD. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such internal non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by GCSD or required by law.
9. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. Term, Termination.

- a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties provided New York State has extended or not eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and City is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by GCSD, the City or BusPatrol by providing 30 days prior written notice to the other parties.
- d. In the event of a termination, GCSD shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by GCSD or its third-party bus operator, to allow BusPatrol to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.

14. Non-Assignment. This Agreement may not be assigned by GCSD without prior written consent of the City and BusPatrol. The City shall be relieved of all liability and obligations consistent with the New York State General Municipal law Section 109 in the event of such unauthorized assignment.

15. Executory. 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 BusPatrol's expenditures to install and operate the BusPatrol System, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the City or GCSD for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

City:

9 Glen Street
Glen Cove, N.Y. 11542
(516) 676-2000
<email>

BusPatrol America LLC:

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

Glen Cove City School District :

154 Dosoris Lane
Glen Cove, N.Y. 11542
<tel>
<email>

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the Supreme Court, County of Nassau, State of new York as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **Rules Of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship
22. **Counterparts; Signatures Transmitted By Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
23. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____ day of _____, 20____.

BUSPATROL:

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

CITY:

By: _____
Name: Pamela Panzenbeck
Title: Mayor
Date: _____

PARTICIPATING SCHOOL DISTRICT:

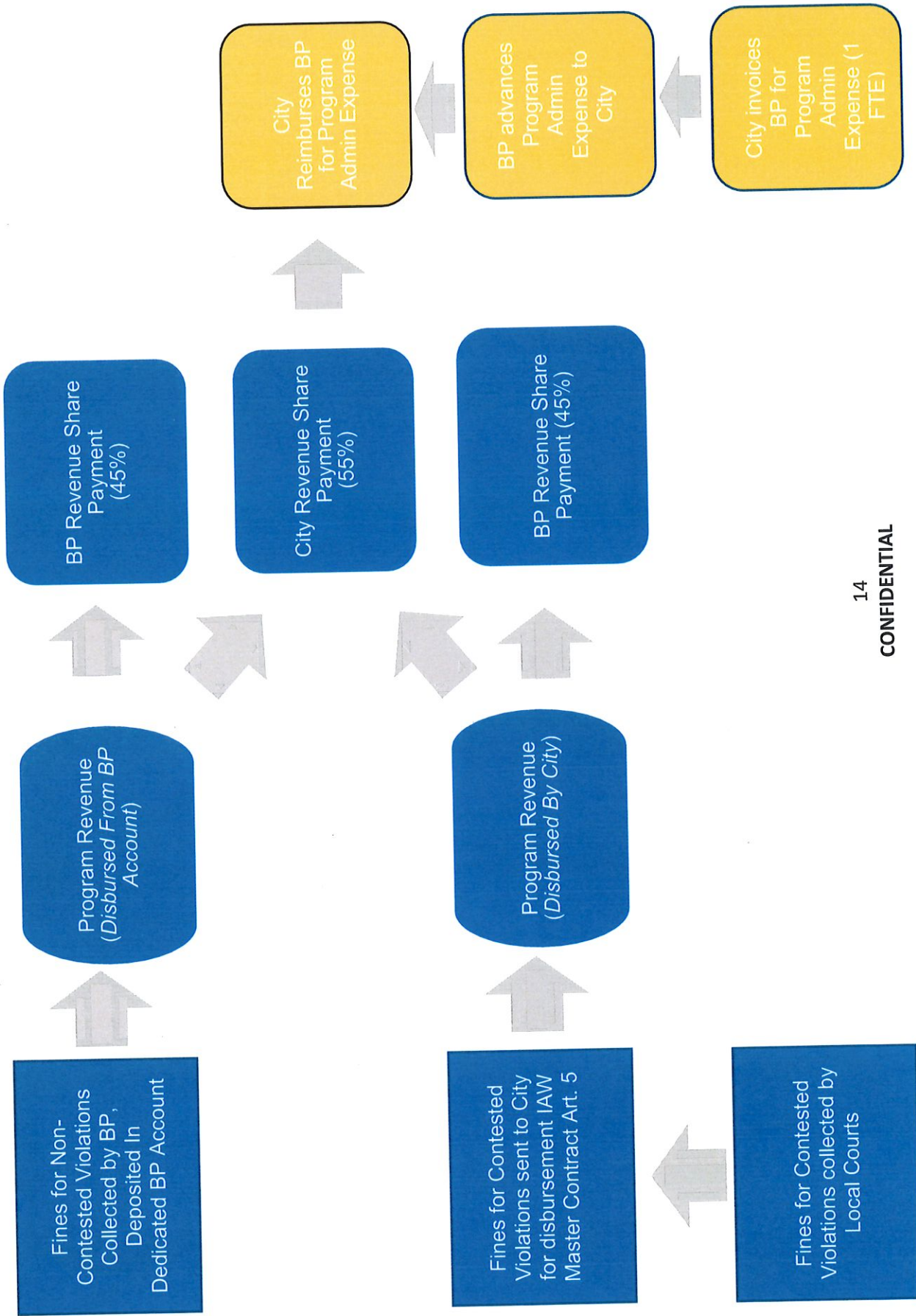
By: _____
Name: _____
Title: _____
Date: _____

Attachment C, "REVENUE RECONCILIATION AND DISBURSEMENT PROCESS," is replaced in its entirety with the following,

CONTINUE TO NEXT PAGE

ATTACHMENT C REVENUE RECONCILIATION AND DISBURSEMENT PROCESS

The following flowchart illustrates the monthly flow of funds to be performed in accordance with Article 5 of the Agreement.



6. [FURTHER ADDITIONS TBD]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the date of the first Notice of Violation (the "Effective Date").

BUSPATROL:

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

CITY OF GLEN COVE:

By: _____
Name: Pamela Panzenbeck
Title: Mayor
Date: _____

(END)



Municipal Engineering & Infrastructure
Civil/Site/Structural Design
Contractor Support Services

June 6, 2022

Mr. Louis Saulino, PE
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove NY 11542

Re: Golf Course – Proposed Steel Golf Net Poles

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project. Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

I. SCOPE OF SERVICES

- a) NewportPE to provide portable soil track rig and perform two (2) on-site soil borings at each project limit, record driller soil boring logs, split spoon sampling, record groundwater, blow counts and record soil strata to 32' BGS;
- b) NewportPE to provide engineering support services to DPW to analyze proposed replacement golf course netting poles from timber to planned steel. NewportPE to analyze soil characteristics and perform wind analysis and based on net loading, perform pole analysis for proper embedment and footing size required based on loading, and provide signed/sealed calculation package to City. NewportPE to collaborate with pole/netting vendor on design criteria and discuss their products accordingly and review findings and recommendations with City of Glen Cove;
- c) NewportPE to perform three (3) progress inspections during construction phase.
- d) Exclusions: No bid documents or bid phase services.

71 West Main Street, Suite 5
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com

II. FEES & PAYMENT TERMS

- a) For the Scope of Services Item Ia-c - The Engineering Fee would be performed on a lump sum basis of \$ 13,500.00 ;

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

Nicholas J. DeSantis

Nicholas J. DeSantis, P.E.
Principal Engineer

Cc: Rocco Graziosi, DPW Project Manager

CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

LAWN SIGN PERMIT

NAME OF APPLICANT Cathy Henderson

ORGANIZATION GIRLS RISING

NAME OF EVENT GIRLS RISING MUSIC FESTIVAL

ADDRESS 98 BALDWIN AVE, LOCUST VALLEY, NY 11560

PHONE NUMBER _____

E-MAIL ADDRESS Cathy@GirlsRising.org

NO. OF SIGNS (10 maximum) 10

DATE SIGNS ERECTED 6/8/22
(Two week limit)

DATE SIGNS REMOVED 6/20/22
(within 48 hours after the event)

DATE RESOLUTION APPROVED _____

SIGN DIMENSIONS _____
(maximum 20 inches x 20 inches)

PERSON RESPONSIBLE FOR REMOVING SIGNS:

ALL SIGNS TO BE REMOVED BY) Cathy Henderson + Tana Butler

NAME _____

ADDRESS Same as above

PHONE NUMBER _____ CELL _____

E-MAIL ADDRESS Cathy@GirlsRising.org ; Tana@GirlsRising.org

DATE: 6/8/22 SIGNED Cathy Henderson
Applicant

PERMIT APPROVED ON: _____
City Clerk

Kindly allow at least 4 weeks notice to submit permit request.