

**FIRST AMENDMENT TO
MASTER AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
BUSPATROL AMERICA, LLC
FOR A SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

This First Amendment to the Master Agreement between the County of Albany and BusPatrol America, LLC (this "First Amendment") is effective as of the date of last signature below (the "Effective Date") by and between the County of Albany (the "County") and BusPatrol America, LLC (hereinafter referred to as "BusPatrol" or the "Contractor"), each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the County entered into the Master Agreement (the "Agreement") on June 22, 2022, to install, operate, and maintain cameras, equipment, processes, and back-office services to enable the County to implement a school bus stop arm enforcement program on its buses to improve student safety and enforce school bus traffic violations (the "School Bus Stop Arm Enforcement Program");

WHEREAS, pursuant to Section 13.0 of the Agreement, the parties wish to amend the Agreement;

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 County and the Contractor agree as follows:

1. In accordance with **Section 2.0 Term** of the Master Agreement, this Agreement expires October 14, 2025, and may be renewed for an additional one year term until October 14, 2026, subject to four additional one-year renewal terms.
2. The Parties agree to add to section **4.2 County Responsibilities**, the following:

4.2.10 If requested by BusPatrol, the County agrees to complete an additional business rules questionnaire outlining enforcement for the County's School Bus Stop Arm Enforcement Program, which shall be approved in writing by the County within 30 days of execution of this First Renewal.
3. The Parties agree to modify section **5.3.1 Program Revenue** to reflect the following:

5.3.1.1 Program Revenues for this first renewal term shall be disbursed 60% to the Contractor ("Contractor's Revenue Share") and 40% to the County ("County's Revenue Share"), which shall remain in effect for the second renewal term. The Parties agree that in renewal years 3-5, the Program Revenue shall be disbursed as follows: Contractor's Revenue Share 55% and County's Revenue Share 45%.

5.3.2.1 The County's portion of the Revenue Share shall first be used to reimburse Contractor for any outstanding Program Administrative Expense advanced by Contractor in accordance with Article 5.3.2. Any remaining portion of the County's Revenue Share payment may be used by the County for such other purposes as determined by the County.

4. The Parties agree to add a new clause to **Section 5.0 Payment** that reads as follows:

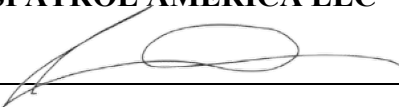
5.6 Unpaid Citations. The Parties agree to utilize any and all lawful means to collect unpaid Violations, including, if applicable, utilization of third parties to recoup unpaid penalties.

5.6.1 As applicable and to the extent permitted by law, for Notices of Liability that are not paid in accordance with statutory requirements, the Parties shall exercise any and all legal remedies to pursue unpaid Violations, including but not limited to entering into an agreement with a debt collection agency to recoup and recover any delinquent fines and penalties due as prescribed by law, and the County shall consider seeking default judgments as authorized by VTL Section.

5. Except to the extent expressly modified by the First Amendment, all terms and conditions of the Master Agreement, as amended or supplemented hereby, shall remain in full force and effect. In the event of any conflict between the Master Agreement and this First Amendment, the terms and conditions of this First Amendment control and supersede any and all sections of the Master Agreement

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date of the last signature below.

BUSPATROL AMERICA LLC

By: _____

Name: Justin Meyers

Title: President

Date: October 14, 2025

COUNTY OF ALBANY

By: _____

Name: _____

Title: _____

Date: _____