

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CALAMP WIRELESS NETWORKS CORPORATION
(hereinafter referred to as “VENDOR”),
whose principal place of business is
15635 Alton Parkway, Suite 250 Irvine, California 92618.

WHEREAS, SBBC desires to purchase a global positioning system (GPS) solution including tracking and telematics products and services from VENDOR for fleet management; and

WHEREAS, VENDOR provides GPS solution including tracking and telematics products which SBBC desires to purchase; and

WHEREAS, SBBC Policy 3320, Part VI.C.5(c), and Rule 6A-1.012(14), Florida Administrative Code, permit the acquisitions of information technology as defined in Section 282.0041(11), Florida Statutes, by direct negotiation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence upon execution by the parties and conclude on May 5, 2025.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide Global Positioning System (“GPS”) 4233 and tethered 7P hardware with the following software: Core track & Trace, Comparative Analysis, Time and Attendance, Engine Diagnostics, Navigation and Here Comes the Bus software application. VENDOR shall provide installation of hardware on

each bus and implement Synovia Core AVL, Time and Attendance, Comparative Analysis, HCTB, Engine Diagnostic and Here Comes the Bus software. Integration with external software requires SBBC involvement. Routing Integration requires SBBC to provide access to routing data. Integration with Kronos payroll software requires additional work by VENDOR, Kronos and SBBC. Charges for integration are outlined below in Section 2.03, software.

(a) VENDOR's Solution. The following capabilities are included in VENDOR's Telematics based Fleet Management System:

- 1) Core Automatic Vehicle Location ("AVL") Tracking – This is the ability to see in real-time where a vehicle is, what direction the vehicle is heading, and how fast it is going.
- 2) Unlimited Geofences – This provides the ability to know when a vehicle has arrived or departed from a given location. Most common examples are school properties and bus yards.
- 3) Comparative Analysis – This software uses planned routing data to determine if a vehicle is early, on-time, or late to a given bus stop or school.
- 4) Mobile Data Terminal – The multi-faceted on-board "Tablet" allows employees to log-on to the vehicle for time and attendance reporting, Student Rider Manifest, determination if a student is on the right bus, and navigation (similar to Garmin or TomTom) using data as defined in the routing data for substitute drivers.
- 5) Parent Portal – "Here Comes the Bus" – This App allows parents to see when the bus is coming to pick-up or drop-off their child. They only have access to their child and do not see any other transportation information.
- 6) Student Ridership Verification – This feature allows children to "scan-on" and "scan-off" the bus using bar-code technology. It provides the Transportation Officials the ability to know who is on the bus and when they got on and got off. In conjunction with the Parent Portal, the parent will see when their child got on and off the bus.
- 7) Reporting – This feature allows SBBC to export data file (as Excel or Acrobat file type) and review all telematics and transportation data gathered within the system via a standard set of reports.
- 8) Turn-By-Turn Directions – This feature allows GPS Data to be developed into a route. The feature reads the Turn by turn directions from the routing system and these are presented via the Mobile Data Terminal in audio or visual format (or both). The driver enters a route and the directions are generated. Implementation can take up to twelve (12) months and is dependent on routing data and waypoints.

(b) VENDOR's Responsibilities.

- 1) SBBC is responsible for contracting with a wireless data plan provider and all applicable data charges. The process to activate the data on the LMU (GPS Device) is as follows:

- a. SBBC contracts with wireless data plan provider
- b. Wireless data plan provider sends list of ESN Numbers to VENDOR
- c. VENDOR activates the ESN Numbers
- d. VENDOR scripts and tests the LMU prior to shipping all hardware to SBBC

2) VENDOR shall draw Geofences around schools and transportation terminals and teach SBBC how to edit the Geofences, as SBBC will adjust at a later date.

- a. SBBC agrees and acknowledges that VENDOR:
 - i. Does not have an intimate knowledge of school zones (pick up/drop off locations, parking areas) and termination locations; and
 - ii. Accuracy of zones is critical to Plan versus Actual Data and the Here Comes the Bus Parent application.
- b. SBBC agrees that they understand the importance of accurately drawn zones and accepts that VENDOR does not guarantee the accuracy of those zones drawn by VENDOR and SBBC will not hold VENDOR responsible for inaccurate zones.

3) VENDOR shall provide scheduled reports (PDF or XLS) to collect and report on information as defined by SBBC, to include: speeding, hard braking, hard acceleration, idling, on-time buses and late buses. Report are summarized by groups with group designations per SBBC's preference: each SBBC bus terminal shall be a group with all vehicles assigned to the terminal part of the group.

4) VENDOR shall provide an Application Program Interface (API) access with Extensible Markup Language (XML) over Simple Object Access Protocol (SOAP) formatted data for SBBC to pull upon request based on defined date ranges.

5) VENDOR shall integrate solution with SBBC's a Single Sign-on (SSO) provided by Clever, which supports Security Assertion Markup Language (SAML) based SSO.

6) VENDOR will provide a Project Manager ("PM"), Training Manager, and Fleet Advisor to SBBC's account. The PM will provide a detailed project plan after Agreement is approved and initial introductions are complete.

7) Provide hardware troubleshooting training, including return merchandise authorization training.

8) Identify hardware problems with buses related to GPS or Here Comes the Bus. VENDOR provides a report for this, but it is the SBBC's responsibility to manage hardware issues.

9) VENDOR warrants to provide to SBBC at no additional cost the following: Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of Reporting; hardware script updates as needed; Uptime at 99%, to be calculated on a monthly basis, or VENDOR will provide a refund equivalent to one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; for software related issues that require a fix: first occurrence fix or VENDOR will provide a credit for one days charge for the entire fleet if issue reoccurs within thirty (30) calendar days of first fix.

10) Work with SBBC to establish a database connection to download route and student data from the routing system to VENDOR.

11) When bus substitution is not performed by SBBC, notify users via Here Comes the Bus that the original bus is not running the route and they shouldn't rely on Here Comes the Bus data.

12) Bus Pass - VENDOR shall have no liability whatsoever for any claim, demand, action or course of action arising from the unauthorized use by a minor for any unintended or illegal use or purpose, including but not limited to unauthorized access to a transportation vehicle or facility, misrepresentation of personal identity of themselves or others, or any other deceptive or unlawful activity.

(c) SBBC's Responsibilities.

1) SBBC must provide an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing, data uploading and downloading;

2) SBBC will provide computers utilizing the latest version of Windows or Mac Operating platforms with Chrome or Firefox browser with the latest security updates.

3) SBBC will utilize the hardware troubleshooting process in an attempt to resolve hardware problems in a timely manner in order to ensure that stop events are triggered at the student's stop.

4) SBBC will verify the current assignment of students to their respective stops and schools in the routing system to ensure that parents will be able to register their children with Here Comes the Bus app.

5) To ensure the highest level of accurate parent information and notifications, SBBC will assign substitute buses before the routes begin.

6) SBBC will ensure zones are correctly drawn around schools to support VENDOR's ability to detect when students are picked up or delivered to schools.

7) SBBC will modify routes and stops in the routing system (as needed) to reflect how the routes are being driven (for example: bus driver going off assigned route will incorrectly register a stop).

8) SBBC will designate a technical contact in lieu of granting VENDOR the ability to remotely log into the server containing SBBC's routing system.

9) SBBC will designate a Here Comes the Bus Coordinator to respond to parent inquiries relating to SBBC route data.

10) SBBC will designate a System Administrator to assign access and roles to system users.

11) Call VENDOR at (877)-SYNOVIA or email support@synovia.com to request an appointment to engage VENDOR as routes change (such as from one school year to the next) and provide the path of the planning data in Comparative Analysis.

12) SBBC will enter into a contract for a wireless data plan and pay for applicable data charges.

2.03 **Cost and Payment.** VENDOR shall submit an invoice to SBBC annually to be paid net thirty (30) calendar days after receipt. Each heavy-duty vehicle kit costs thirty-six dollars and 75/100 cents (\$36.75) per month or four hundred, forty-one dollars and 00/100 cents (\$441.00) per year. The first six (6) months of the Agreement shall be at no charge to allow for implementation and conversion. The first annual payment will be invoiced on May 2, 2020 for a total of \$599,760.00, calculated as follows: 1,360 vehicles x \$36.75 = \$49,980.00 x 12 months = \$599,760.00. Data charges are not included in the cost of this Agreement.

(a) VENDOR shall complete integration with Kronos for a one-time fee of Three Thousand Five Hundred dollars and 00/100 cents (\$3,500.00) for the entire fleet.

(b) SBBC may add options during the term of the Agreement utilizing **Exhibit A – SBBC Price List**.

(c) End of Term Options:

1) Remove the equipment and return to VENDOR; or

2) Extend Agreement (Synsurance included) for ten percent (10%) reduction for additional twenty-four (24) months or twenty percent (20%) reduction for additional thirty-six (36) months; or

3) Purchase existing equipment for \$180 per bus and licensing maintenance cost of \$27.57 per bus per month (paid annually in advance). Synsurance not included with this option and if a unit should fail, SBBC is responsible for replacement of the unit.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Exhibit A.

2.05 **SBBC Disclosure of Education Records.**

(a) SBBC will provide VENDOR with the following education records:

- 1) student enroll date
- 2) student transportation eligibility
- 3) student first and last name
- 4) student identification number
- 5) student's grade
- 6) special education designation
- 7) emergency contact name
- 8) emergency contact phone number
- 9) parent's names
- 10) parent's primary and alternate phone numbers
- 11) zip code
- 12) apartment
- 13) school name

(b) VENDOR will utilize education records to facilitate the Comparative Analysis functionality and Here Comes the Bus software modules. Specifically, the user interface available to school personnel will display student name, student ID, school name, route and stop information. The Here Comes the Bus application will display Student Name, Bus Number and Tier information.

(c) VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Education Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed above.

2.06 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 SBBC Disclosure of Employee Information.

(a) SBBC will provide the following employee information to VENDOR:

- 1) first and last name
- 2) identification number
- 3) SBBC email address
- 4) mobile number

(b) VENDOR will utilize employee's information to provision and deprovision access to VENDOR's systems, define user roles and permissions within VENDOR's systems, send system generated or push notifications, provide appropriate reporting to SBBC, and track user logins, screens and reports accessed.

(c) VENDOR shall not use the employee records listed for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

2.08 Safeguarding Confidential Employee Records. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

- 1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;
- 2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;
- 3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;
- 4) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

5) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

7) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.09 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director
Student Fleet and Transportation Services
The School Board of Broward County, Florida
3831 NW 10th Avenue
Oakland Park, Florida 33309

To VENDOR: Jon W. King, Senior VP
CalAmp Wireless Networks Corp
9330 Priority Way West Drive
Indianapolis, Indiana 46240

With a Copy to: David Payne
CalAmp Wireless Networks Corp
9330 Priority Way West Drive
Indianapolis, Indiana 46240

2.11 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

(c) SBBC assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment and SBBC further agrees to indemnify and hold VENDOR, its employees, shareholders, officers, directors, subsidiaries, affiliates and parent harmless from and against all losses and damages caused by the use of the Equipment or services or for any interruption in the services. VENDOR shall not be liable to SBBC or to any other person for any loss or damage caused by the use of the Equipment or services as specified under this Agreement or for any interruption of the Software services, except for damages due to gross negligence and willful misconduct of the VENDOR. IN NO EVENT SHALL VENDOR'S LIABILITY TO SBBC OR ANY THIRD PARTY ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED \$4,000,000 DOLLARS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, UNDER THIS AGREEMENT OR OTHERWISE, FOR ANY SPECIAL, COLLATERAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGE FOR LOSS OF GOODWILL, LOSS OF PROFITS, OR LOSS OF USE.

(d) NOTWITHSTANDING ANYTHING ELSE SET FORTH IN THIS AGREEMENT, SBBC EXPRESSLY ACKNOWLEDGES AND AGREE THAT ITS USE OF THE EQUIPMENT AND SERVICES IS AT IT'S SOLE RISK. THE APPLICATION SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE EQUIPMENT AND SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SBBC. SBBC MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. Some features and functionality of the services provided may be available to Customers utilizing certain mobile devices, subject to their specifications and telecommunications and internet service availability. VENDOR is not obligated to provide a compatible version of the services for all mobile devices or telecommunication service provider network specifications. Access to the services on a mobile device is also subject to the terms and conditions of the plan and contract covering use of the mobile device, and subject to the telecommunications service provider's rates and fees, taxes and other costs, which are the sole responsibility of the SBBC. SBBC agrees that VENDOR is not responsible for any loss or damage due to changes to the cell carrier provider.

(e) The limitations of liability contained in this Section, 2.13, shall not in any way limit or prejudice SBBC's right to make claims and recover monies under any and all applicable insurance policies.

2.14 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$2,000,000 per occurrence for Bodily Injury/Property Damage; \$4,000,000 General Aggregate; and limits not less than \$4,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$2,000,000 per occurrence/\$4,000,000 aggregate, covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within fifteen (15) days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement.

disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference.** **Exhibit A** attached hereto and referenced here shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.06 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.07 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.08 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.09 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.10 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.11 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.12 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.13 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.14 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.15 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.16 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.17 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting

requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.18 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.19 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric
Abend
Reason: CalAmp 2019
Date: 2019.10.28
13:35:32 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

CALAMP WIRELESS NETWORKS

CORPORATION
ATTEST:

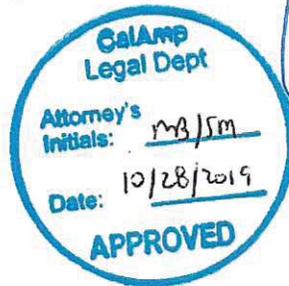
By Jon W. King
Jon W. King, Sr. VP

_____, Secretary

-or-

Chris Gmelin
Witness

Robert L. Kuntz II
Witness



The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Indiana

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 28th day of October, 2019 by Jon W King of Calamp Wireless Networks Name of Person
Calamp Wireless Networks, on behalf of the corporation/agency. Name of Corporation or Agency

He/She is personally known to me or produced N/A as identification and did/did not first take an oath. Type of Identification

My Commission Expires: June 22, 2026

Gloria J Showalter
Signature - Notary Public

Gloria J Showalter
Printed Name of Notary

713389
Notary's Commission No.

(SEAL)

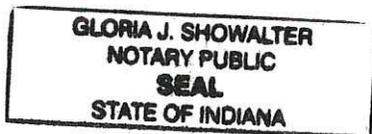


Exhibit A - SBBC Price List

| Item Number | Item Description | Monthly Price (Per Vehicle) |
|--------------------------------------|---|------------------------------------|
| 100046 100019 100020 100022 | Heavy-duty Vehicle Kit includes: 4233 with Engine Diagnostics & Tethered 7P Here Comes the Bus Comparative Analysis Turn by Turn Navigation | \$36.75 |
| 100001 | 3030 Series Plug-in OBDII (Self-Install) Core AVL | \$17.28 |
| 100002 | 3030 Series Plug-in OBDII (Self-Install) Core AVL & Engine Diagnostics | \$18.24 |
| 100013 | 620 Asset Tracker (Self-Install) Core AVL | \$12.00 |
| 100014 | 720 Asset Tracker (Self-Install) Core AVL | \$15.00 |
| 100015 | 2830 Asset Tracker (Self-Install) Core AVL | \$18.00 |
| 100017 | Barcode / RFID Reader | \$5.93 |
| 100018 | Operator Panel | \$3.84 |
| 100021 | Here Comes The Bus (Software Only) | \$2.00 |
| 100020 | Comparative Analysis (Required for Here Comes The Bus) | \$2.00 |
| 100021 | Route Builder (Software: Only to Fleets of 30 or less) | \$3.00 |
| 100022 | Turn by Turn Navigation (Software Only) | \$6.00 |
| 100023 | Time & Attendance (Software only for non-drivers) | \$3.00 |
| 100026 | OBDII Extension | \$1.00 |
| 100027 | OBDII "Y" Cable | \$1.00 |
| 100028 | iButton for Drive TAA (Fobs sold separately) | \$1.00 |
| 100031 | Child Check Hardware & Installation | \$4.90 |
| 100032 | Child Check Hardware Only (60 Months) | \$3.25 |
| 100036 | Remote Panic Button | \$8.46 |
| 100037 | CalAmp 7p MDT/Tablet | \$12.48 |
| 100038 | 3640 without Engine Diagnostics | \$24.00 |
| 100039 | 3640 with Engine Diagnostics | \$25.92 |
| 100040 | 3640 with Engine Diagnostics with Tethered 7P | \$40.32 |
| 100042 | 3640 with Engine Diagnostics with Tethered 7P + BCR | \$42.24 |
| 100044 | 4233 without Engine Diagnostics & Tethered 7P MDT | \$38.40 |
| 100048 | 4233 with Engine Diagnostics + Operator Panel | \$31.68 |
| 100049 | 4233 without Engine Diagnostics + Operator Panel | \$28.80 |
| 100050 | 4233 with Engine Diagnostics | \$25.92 |
| 100051 | 4233 without Engine Diagnostics | \$24.00 |