



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	<u>\$308,700</u>	<u>\$283,545</u>	<u>\$169,740</u>		
Operating Costs	<u>\$123,018</u>	<u>\$126,708</u>	<u>\$130,509</u>	<u>\$134,424</u>	<u>\$138,457</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u><u>\$431,718</u></u>	<u><u>\$410,253</u></u>	<u><u>\$300,249</u></u>	<u><u>\$134,424</u></u>	<u><u>\$138,457</u></u>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 1340 Object 3401  
 Reporting Category 4111 121 A271/A274 6401/6211

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funds are available in the accounts shown above. The financial summary shows the maximum not to exceed amounts assuming all renewal options are executed. Actual amounts may be less than shown.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*[Signature]*  
 OFMB *[Date]*

*[Signature]*  
 Contract Dev. and Control *[Date]*

**B. Legal Sufficiency:**

*Anne Delgant* 1-4-18  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**HUB PARKING TECHNOLOGY, USA, INC.  
MAINTENANCE/SERVICE AGREEMENT**

PALM BEACH INTERNATIONAL AIRPORT--4794

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This Maintenance Agreement is dated as of \_\_\_\_\_ (this agreement, together with the attached Schedules and any amendments thereto, is referred to as this “**Agreement**”) and is by and between **HUB PARKING TECHNOLOGY, USA, INC.**, a global corporation, with a North American home office address at 555 Keystone Drive, Warrendale, PA 15086 (“**HUB**”) and its local Florida Office and the following customer (“**Customer**”):

Customer: Palm Beach County

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Location: Palm Beach International Airport - Parking Facilities

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Address: 846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

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**RECITAL**

HUB desires to provide, and Customer desires to accept, maintenance services relating to the Parking and Revenue Control System (PARCS) products Customer purchased and/or licensed from HUB, terms are identified on Schedule A to this Agreement, (the “**Parking Products**”), upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. Basic Maintenance Services; Term of Agreement**

In consideration of Customer's payment of the maintenance fees listed below HUB agrees to provide the services outlined within Schedule A of this Agreement. HUB will render its initial first quarter billing upon receipt of a signed copy of this Agreement. The billings for this Agreement will be made quarterly in advance and will be delivered sixty (60) days prior to the commencement of the quarter. The fees are due fifteen (15) days before the upcoming quarter commences. Such payments are paid in advance for services to be rendered for the applicable term. This Agreement will be renewed for successive one (1) year periods, based on Customer's needs and the performance of HUB, for an overall term of five (5) years without changes to the requirements of said Agreement. Either party may cancel this Agreement with ninety (90) days prior written notice to the other party. Customer shall pay HUB for this Agreement the following quarterly amounts (in parentheses), within forty five (45) days of receiving an invoice from HUB for the upcoming quarter:

1. **Basic Maintenance Services; Term of Agreement (cont)**

Year 1	<b>\$123,018.00</b>	(\$30,754.50 per quarter)
Year 2	<b>\$126,709.00</b>	(\$31,677.25 per quarter)
Year 3	<b>\$130,510.00</b>	(\$32,627.50 per quarter)
Year 4	<b>\$134,425.00</b>	(\$33,606.25 per quarter)
Year 5	<b>\$138,458.00</b>	(\$34,614.50 per quarter)

2. **Normal Service Coverage Period and HUB Response Time**

HUB agrees to provide the maintenance services for the equipment and software described in Schedule A (List 1 & 2) of this Agreement between the hours of 8:30 A.M. and 5:00 P.M. EST, Monday through Friday, excluding HUB holiday periods (hereafter "Normal Service Coverage Period"). HUB holiday periods are defined as: New Year's Day, Good Friday (1/2 day), Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days) and Christmas. For on-site emergency services required under this Agreement, HUB agrees to provide an average response time of eight (8) business hours after time of notification by Customer. However, in no case shall the response time exceed two (2) normal business days.

3. **Payment**

Payment for Basic Maintenance Services is due upon receipt of invoice for the initial and renewal coverage periods. The payments will be quarterly. The billings will be rendered sixty (60) days in advance of the quarter due. HUB will render its initial billing upon receipt of a signed copy of this Agreement. If Customer does not pay the fees or charges associated with this Agreement, HUB may refuse to continue the services provided herein and may back charge Customer for any labor or parts or any service whatsoever rendered in current good faith in anticipation of payment at the established rates. Customer will provide HUB its current tax exemption documentation.

4. **Addition of Equipment, Standard Software, or Custom Software**

Customer may request that Parking Products other than those specified on the schedules attached to this Agreement be added to this Agreement. If HUB agrees to any such addition, Customer agrees to pay the pro-rated charges for such addition, and any such addition shall be automatically renewed as provided for in the Agreement.

5. **Maintenance Exclusions**

Basic Maintenance service does not include repair of damages or replacement of spare parts resulting from:

5. Maintenance Exclusions (cont)

- (a) Any cause external to the Parking Products including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;
- (b) Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; power must be provided by a dedicated line with a true earth ground; for safeguard against power surges and satisfactory product performance, product must have a surge suppressor; voltage must range between 108-125 volts A/C; potential between ground and neutral cannot exceed .5 volts A/C;
- (c) Customer's improper use, relocation, refinishing, management or supervision of the Parking Products or other failure to use the Parking Products in accordance with HUB specifications;
- (d) Customer's repair, attempted repair or modification of the Parking Products without prior authorization from HUB;
- (e) Customer's use of the Parking Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by HUB;
- (f) Any Parking Products not listed within Schedule A of this Agreement; and
- (g) Any repair to equipment or software caused by supplies that were not previously approved by or purchased from HUB.

**Additional Exclusions:**

The PBI PARCS system utilizes certain fiber optic cabling and fiber switches, which are provided by the Automation Division of the Department of Airports. This fiber optic cabling and switching devices are excluded from the Agreement.

The PBI PARCS system utilizes server & server level equipment and software provided by the Automation Division of the Department of Airports. This server equipment and software are excluded from the Agreement.

The PBI PARCS system provides a SunPass Automatic Vehicle Identification system. HUB is responsible for the WebParcs software, Transcore hardware and ancillary lane equipment associated with this system. This system, by specification and design, relies upon the State of Florida Turnpike Enterprise's (FTE) computer network for interconnectivity and systemization.

**Additional Exclusions (cont):**

It also relies upon the Department of Airports' computer network in order to communicate through a VPN connection with the FTE SunPass server/system. The specific elements of the SunPass system that are dependent on FTE's and the Department of Airports' computer networks are excluded from this Agreement.

Any maintenance necessary as a result of Section 6 (a) through (g) shall be a charge to Customer at the then applicable HUB Time and Materials rate.

**6. Responsibilities of Customer**

Customer agrees: (a) to provide HUB personnel with full, free and safe access to the Parking Products for purposes of maintenance, including use of data communication facilities, if required; (b) to maintain and operate the Parking Products in an environment and according to procedures which conform to HUB specifications; (c) not to allow maintenance or repair of the Parking Products by anyone other than HUB without prior authorization from HUB; and (d) to purchase all consumable supplies either from HUB or HUB approved vendors to insure the optimal operations of the system.

**7. Default**

HUB reserves the right to terminate or suspend maintenance service in the event Customer is in default under this or any other Agreement with HUB and such default is not corrected within thirty (30) business days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

**8. Warranty Exclusion**

THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Limitation of Liability**

Customer's sole remedy, and the sole liability of HUB, for any breach by HUB shall be repeat performance of any repair, replacement, or maintenance required under this Agreement. IN NO EVENT WILL HUB BE LIABLE FOR (A) LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES. HUB shall protect, defend, reimburse, indemnify and hold Customer, its agents, employees and elected officers harmless from and against all claims, liability expense, loss, cost damages or causes or action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of HUB's performance of the terms of this Agreement, provided that any

9. Limitation of Liability (cont)

such claim, damage, loss or expense is attributable to property damage, including loss of use, bodily injury or personal injury, including death, but only to the extent caused by the negligent acts or omissions, recklessness or intentional wrongful misconduct of HUB, or persons employed or utilized by HUB in the performance of this Agreement.

10. General

- (a) This Agreement shall be governed by Florida law. Any legal action necessary to enforce this Agreement will be held in Palm Beach County.
- (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (c) Neither party shall assign this Agreement without the prior written consent of the other. Any purported assignment, without such consent, shall be void.
- (d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (e) All notices which must be given under this Agreement shall be in writing and sent postage pre-paid, to the HUB address on the front of the Agreement, to the attention of the Field Service Manager, or if to Customer, to the billing address on the front of this Agreement.
- (f) This Agreement, together with all schedules and exhibits hereto, represents the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing, which is signed by authorized representatives of both parties.
- (g) During and after the term of this Agreement, Customer shall not employ or utilize in any manner any service employee of HUB unless (a) such employee's employment by HUB has been terminated for at least two (2) years; or (b) HUB consents in writing; or (c) Customer first pays to HUB an amount equal to three (3) times the highest annual salary paid to such employee.

## 11. PA-DSS COMPLIANCE

HUB's Responsibilities: HUB represents and warrants that PARC's Revenue Control Software version(s) listed on the PCI Security Standards web site ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) is in compliance with all applicable PA-DSS requirements as they exist on the date of certification posted on the web site. Certification will expire on the expiry date listed on the web site.

Customer's Responsibilities: Customer is responsible for developing and maintaining business practices to ensure that HUB Parking Products are used in accordance with the requirements specified by its business' Qualified Security Assessor. Customer is responsible for achieving and maintaining PCI-DSS validation relevant to its business. If Customer is currently on a version of PARCs software which is not listed on the PCI Security Standards website as PA-DSS certified or a version which is scheduled for expiration, it is the sole responsibility of Customer to make arrangements with HUB to implement a PA-DSS compliant version of the PARCs software. Any costs associated with upgrades to a PA-DSS compliant version of PARCS are not included with this Contract. HUB DOES NOT WARRANT, AND SHALL HAVE NO RESPONSIBILITY FOR CUSTOMER'S MISUSE OF HUB SOFTWARE OR HARDWARE OR CUSTOMER'S FAILURE TO MAINTAIN PCI-DSS COMPLIANCE.

## 12. Palm Beach County Office of the Inspector General Audit Requirements

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

## 13. Insurance Required

The insurance requirements described herein are based on all work, being performed under the terms/conditions of this Agreement, occurring on public side of airfield fencing (Landside). Should hitherto unknown changes require work to be performed on secure side of airfield fencing (Airside), these insurance requirements shall be modified immediately and appropriately. It shall be the responsibility of HUB to provide evidence of the following minimum amounts of insurance coverage to Customer. During the term of this Agreement and prior to each subsequent renewal thereof, HUB shall provide this evidence to Customer prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance: HUB shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$1,000,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverage. Coverage for the hazards of explosion, collapse and underground damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**



13. Insurance Required (cont)

Business Auto Liability Insurance: HUB shall maintain Business Auto Liability Insurance at a limit of liability not less than \$1,000,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event HUB neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing HUB to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of this Agreement, HUB agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance: HUB shall maintain Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by HUB in the types and amounts required herein shall be transmitted to Customer via the Insurance Company/Agent within a time frame specified by Customer (normally within 2 working days of request). Failure to provide required insurance shall render this Agreement null and void.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by this Agreement has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to Customer prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of HUB to ensure that all required insurance coverages are maintained in force throughout the term of this Agreement. Failure to maintain the required insurance shall be considered default of contract. HUB shall agree to provide Customer with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by Palm Beach County as to form, types of coverage and acceptability of the insurers providing coverage.

HUB shall agree that all insurance required herein shall be provided by HUB to Customer on a primary basis.

14. Additional Services – PARCS Refurbishment and Replacement of Existing Equipment (new section for 2018—2022)

In addition to the Basic Maintenance Services, Customer has requested HUB to provide /install new electronic upgrades to existing PARCS equipment where applicable and to replace existing PARCS equipment and messaging signs that are obsolete and no longer supported by manufacturers of said equipment/signs. This work will be performed in phases over the first three years of this Agreement according to the order of priority as determined by Customer/HUB during recent onsite surveys of all existing PARCS equipment.

**14. PARCS – Refurbishment and Replacement of Existing Equipment (cont)**

The total amount invoiced for each refurbishment/replacement phase shall not exceed the corresponding annual budgeted values as follows:

	Year 1 (Phase 1)	Year 2 (Phase 2)	Year 3 (Phase 3)
Equipment	\$284,500.00	\$261,160.00	\$155,825.00
Installation	\$24,200.00	\$22,385.00	\$13,915.00
<b>Total Amount</b>	<b>\$308,700.00</b>	<b>\$283,545.00</b>	<b>\$169,740.00</b>

Customer shall approve the start of each of the three phases by issuing a written notice to proceed with the work described within this ‘*Additional Services*’ section of Agreement.

Payment for work completed under this section, shall be billed monthly for work completed through the twenty-fifth (25<sup>th</sup>) of each month. On or shortly after the aforementioned date, HUB shall submit a penciled copy of itemized completed work to Customer’s representative for review. Customer and HUB representatives shall agree on total value of work completed for each month. Subsequent to meeting, HUB may invoice Customer for the agreed upon amount, which will be paid according to the Florida Prompt Payment Act.

HUB’s proposal ‘PARCS Refurbishment/Replacement of Existing Equipment at PBI—Rev A’ shall be the basis for phasing/priorities unless otherwise directed by Customer. Customer and HUB agree to use the same terms listed in Section One of Agreement regarding cancellations of any phases listed in aforementioned proposal. Prior to the start of each phase, HUB shall submit a Schedule of Values spreadsheet with line items corresponding to aforementioned proposal’s quantities and unit costs. Customer shall review/approve the Schedule of Values, which will be submitted with monthly invoices and updated with equipment/work installed to date of submitted invoice.

Customer agrees to pay any permit fees as applicable. HUB agrees to submit permit application(s) and any requested materials (shop drawings and/or equipment data sheets) to Building Department for review.

All new equipment/materials/workmanship supplied under this section, shall include the standard one year warranty period for replacement/repair of defective items. The one year warranty period will begin at the completion of each phase as documented by Customer issuing a formal completion certificate for that phase.

**15. Nondiscrimination\***

HUB warrants and represents to Customer that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

\*Last revision 12/27/17

**Schedule A—List 1**  
**TERMS AND CONDITIONS APPLICABLE TO LISTED EQUIPMENT ONLY**

QTY	PART NUMBER	DESCRIPTION
47	7001806	DIGI TCPIP CONVERTERS W/ENCRYPTION
10	101.0016-US	ZEAG ENTRY STATION ORION W/EAO BUTTON
15	101.0026-US	ZEAG EXIT STATION PA 000 ORION W/EAO BUTTON
5	101.0500-US	ZEAG PX/PH ORION CASHIER STATION
6	101.0610-US	ZEAG COUNTING STATION PZ
23	5365EGP00	HID MINIPROX PROXIMITY READER
6	5455BGN00	HID PROXPRO II, GRAY
1	852-063-003	INTERMEC BATTERY CHARGER, QUAD
1	871-021-002	INTERMEC MULTIDOCK FOR CK60
1	871-022-006	INTERMEC SINGLE DOCK CK61
13	AF-3400-16X80-20-RGB-SF	DAKTRONICS GALAXY VARIABLE MESSAGE SIGNS
14	APC	UNINTERRUPTIBLE POWER SUPPLY
5	CK61B811000A0100	INTERMEC CK31B MOBILE COMPUTER
3	CO-E1-11AAR	COBOX MICRO DEVICE SERVER
29	D1300	2 WIRE 485 FIBER TRANSCEIVER
29	D1300R3	2 WIRE 485 FIBER TRANSCEIVER
1	DR1810	IFS 8-CHANNEL CONTACT MAPPING RECEIVERS
1	DT-1810	FIBER BI-DIRECTIONAL CONTACT CLOSURE TRANSCEIVER
6	E2	TRANSCORE AVI UNIT
14	E5	TRANSCORE AVI UNIT
16	EE 311	DIGITAL/DSP DESKTOP MASTER STATION
15	ETHER I/O 24	ETHERNET BASED DIGITAL I/O BOARD
10	FCXR	Fee computer XR Software Lic., Desktop UCD, w/Escrow, PSU, Cbl. Set-License 2300.5250
1	FCZG	FEE COMPUTER ZEAG DESKTOP UCD W/ PRINTER, ESCROW, PSU & CABLE SET
16	G7-DSP-IP-8B	I/P SUBSCRIBER BOARD - B-LEVEL FIRMWARE
4	G7-DSP-IP-8D	I/P SUBSCRIBER BOARD - D-LEVEL FIRMWARE
2	G7-GEK3-4	GE 700 LINK CARD 3 DUPLEX CONTROLLERS
3	G7-TEL	GE 700 ANALOG TELEPHONE INTERFACE
2	GE700	INTERCOM SERVER DIGITAL/2 WIRE
5	IDP3551F40RF120	CITIZEN RECEIPT PRINTER
15	IO 24 COMBO	ELEXOL I/O COMBO BOARD
25	K-2000-DVA	VIKING MULTI-INPUT VOICE ANNOUNCER
26	LED 4	MULTIPLE LED MODULE SIGNS (4'-6" X 4' - 0") OPEN / CLOSED
	LED 7	MULTIPLE LED MODULE SIGNS (6'-6" X 4' - 0")
1	M011AA002-O1R	COBOX MICRO 100
37	MIB-30	BARRIER GATE W/DUAL DETECTOR
84	MID2C-200	DUAL LOOP DETECTOR
29	MR-50	SINGLE READER SUBCONTROLLER
2	MR-52	DUAL READER SUB-CONTROLLER
25	MSR1-E900	INVISIA SMART GATE SENSOR
25	PA-2A	VIKING PAGING AMPLIFIER
10	PIO-LMDAYR00001P	15" M5 Dual Core 1.9 GHZ 4GB 80GB HD WINDOWS 7 R-TOUCH
1	PIO-QM45YR00001P	15" M-5 , Core Pentium 2 GHz, 4GB, Win 7 32 bit, Resistive, Blk, Bezel
10	SAM-SRP-350PLUSCOSG	SAMSUNG THERMAL PRINTER, SERIAL & USB I/F GRAY AUTOCUTTER
4	SCP-E-1MB	SYSTEM CTRL.PROC 1MB ETHERNET
4	SCP-MEM7	7 MBYTE EXPANSION BOARD
4	TCL2630RGGR-E473	CHECK SUNPASS/SUNPASS ACCEPTED
10	TCL3330RGGR-E474	CHECK SUNPASS/SUNPASS ACCEPTED
14	TCL418R-FD	4 X 18 LED FEE DISPLAY -- CASHIER STATION
10	TCL718R-FD 05	5 DIGIT LED FEE DISPLAY – SUNPASS EXITS
1	TM2500	MICROTERMINAL (RS 232)
25	ZEN-10C1DR-D-V2	ZEN PROGRAMMABLE LOGIC CONTROLLER

Last revision 11/21/17

1. Equipment Maintenance

During the Normal Service Coverage Period, HUB will provide maintenance to keep the Equipment in, or restore the Equipment to, good working order. Maintenance will include lubrication, adjustments and repair or replacement of parts deemed necessary by HUB and/or Customer. HUB agrees to provide an on-site certified/trained technician for one full day (8 hours), during normal business weekdays on a biweekly basis, to perform periodic maintenance and training of Customer's PARCS maintenance personnel. The onsite biweekly visits will be coordinated with the Customer's Parking Contract Administrator and scheduled in advance. Should a scheduled onsite day be missed, HUB shall provide an alternate onsite day prior to the next scheduled biweekly visit. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis, and the exchanged parts will become the property of HUB. Maintenance provided under this Agreement does not assure uninterrupted operation of the Equipment. If Customer requests that HUB perform maintenance outside the Service Coverage Period, any such emergency service will be provided, when available, at the HUB Time and Materials rates and terms then in effect.

Services include:

- (1) Telephone access during the Normal Service Coverage Period to a HUB Customer Support Center for problem reporting;
- (2) Provide hard copies of preventative maintenance schedules for all Equipment covered by this Agreement to Customer. Perform maintenance/service during the Normal Service Coverage Period based on these schedules and/or needs of the Equipment, as determined by HUB and/or Customer;
- (3) Remedial maintenance performed remotely (off site) site during the Normal Service Coverage Period following telephone notification by Customer to a HUB Customer Support Center that the Equipment is inoperative;
- (4) Alterations required by Engineering Change Notices which HUB determines are applicable to the Equipment, if installed during the Normal Service Coverage Period; and
- (5) Like for like equipment replacement providing HUB deems equipment un-repairable and all supplies used in the equipment were approved by or purchased from HUB.

List 2

**TERMS AND CONDITIONS APPLICABLE TO STANDARD SOFTWARE ONLY**

QTY	PART NUMBER	DESCRIPTION
1	ADAPT 75-RDR	ADAPT SERVICE LICENSE 75 READERS W/1 CLIENT
10	ADAPT CLIENT	ADDITIONAL ADAPT CLIENT LICENSE
1	DRIVER ROYALTY 26-75	AMT ROYALTY FOR MERCURY
10	OPENFOUNDATION CLNT	ROYALTIES PER ADDT'L CLIENT
1	OPENFOUNDATION SVR	ROYALTY FOR SERVER & 1 CLIENT
1	WEBPARC/S	SOFTWARE PACKAGE
1	PARC/S CC PROCES PKG	CREDIT CARD PROCESSING SOFTWARE
1	PARC/S COUNT MON. PKG	ENHANCED AUDIBLE ALARM SERVICE
1	PARC/S FIVE USER LIC	FIVE USER CLIENT LICENSE
1	PARC/S LPI	LICENSE PLATE INVENTORY ONLINE SOFTWARE
1	ZEN-SOFT01-V3	ZEN SUPPORT SOFTWARE
6	2300.5200	COUNTING STATION LICENSE

**1. Standard Software Maintenance**

During the Normal Service Coverage Period, HUB shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility to resolve Standard Software functional problems and user problems;
- (b) Twenty-Five (25) hours of Help Desk service calls annually;
- (c) Ten hours (10) of remote programming annually;
- (d) Standard Software revisions, provided remotely through the Help Desk facility;
- (e) Standard Software version upgrades and enhancements, if within the same or a like operating system and employee capacity as the Software originally covered under this Agreement. Customer agrees to pay for labor charges required to install such version upgrades and enhancements at a 20% discount of HUB's established labor rates if customer requests on-site installation;
- (f) Additional retraining at a 25% discount on HUB's established rates. Such retraining will be held at the nearest HUB Customer Support Center; and
- (g) A 5% discount on new software purchases.

**2. Standard Software Exclusions**

Any Standard Software maintenance beyond that described in Section 1 (a) through (e) above shall be charged to Customer at the then applicable HUB Time and Materials rate.

In addition to the exclusions specified in Section 6 of this Agreement, Standard Software maintenance excludes:

- (a) Services required for application programs and conversions from products or software not supplied by HUB; and
- (b) Service for HUB Custom Software.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONTRACTOR, HUB PARKING TECHNOLOGY, USA, INC. has caused these present to be signed in its corporate name by its duly authorized officer Mark Pitchford , acting on behalf of said CONTRACTOR, and the Seal of said CONTRACTOR to be affixed hereto and attested by the Secretary of said CONTRACTOR, the day and year first written above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**SHARON R. BOCK  
CLERK AND COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

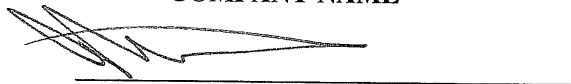
WITNESS:

  
SIGNATURE

Howard A. Schwartz  
Name (type or print)

CONTRACTOR:

**HUB PARKING TECHNOLOGY, USA, INC.**  
COMPANY NAME

  
Signature

Mark Pitchford  
Name (type or print)


Enterprise Sales Director  
Title

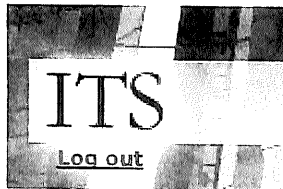
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director



[STATUS BY PROJECT](#)
[AM BEST](#)
[CANCELLED](#)
[INSURED](#)
[COMPLIANT](#)
[NON](#)  
[COVERAGES](#)
[SUMMARY PROBLEMS](#)
[EXPIRATION](#)
[SPECIAL ISSUES](#)
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## Summary of Certificates

**This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.**

Wednesday, January 03, 2018

Insured: HUB Parking Technology USA Inc. Insured ID: **R-2017-HUB-PBC**

Status: **Compliant**

ITS Account Number: **PLC2941**

Project(s): **Palm Beach County - Airports Planning and Development**

Insurance Policy	Required	Provided	Overric
<u>General Liability</u>			
Expiration: 1/1/2019			
General Aggregate:	\$1,000,000	\$1,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$1,000,000	
Personal And Advertising Injury:	\$1,000,000	\$1,000,000	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 1/1/2019			
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 1/1/2019			
		Any Auto not provided	X
		Hired Autos	
		Non-Owned Autos	

Notifications ([Show All](#))

The following letters were issued:

Dec 29 2017 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

October 9, 2017

Mr. Philip W. Woodard  
Construction Coordinator  
Palm Beach County  
Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470  
Tel: 561-471-7455  
Fax: 561-471-7424  
Cell: 561-308-9747  
Email: pwoodard@pbia.org

RE: HUB Parking Technology Sole Source Provider for Zeag WebPARCS™ Parking Control System

Dear Mr. Woodard;

This correspondence is to provide confirmation that HUB Parking Technology USA Inc. is the Sole Source direct provider for the Palm Beach International Airport Parking Revenue and Access Control System. HUB provides direct service and support for the hardware and software as a complete system as originally provided by HUB. As a result of contracting with HUB, Palm Beach County will be working with the system provider in a "factory direct" relationship. HUB Parking Technology USA Inc., Data Park and Magnetic Automation are all business entities of one larger global company, the FAAC Group.

The WebPARCS™ Parking Control Software System and all of its components are proprietary to HUB and cannot be supported by any other company. This includes the WebPARCS™ Revenue and Access Control Software, Zeag Entry Stations, Zeag Exit Stations, Zeag Cashier Fee Computers, Magnetic Barrier Gates, Validators and Interfaces & Software Integrations to the SunPass Automatic Vehicle Identification (AVI) Readers for the system. These products are all manufactured directly by business units of the FAAC Group as previously described. This hardware and software cannot be supplied nor converted by any other company.

HUB is the Sole Source provider, Manufacturer, Installer and Service Company for the parking control equipment installed and in use at the Palm Beach International Airport.

HUB is the owner of the Intellectual Property and is the original designer and author of the source code of the WebPARCS™ Parking and Access Control System installed and in use at the County's parking facilities. This software system is licensed only to Palm Beach County and for use in the Airport Parking Facilities.

HUB is the provider of the hardware and software and performs all software maintenance for it with its own technical staff locally or with its remote help desk when such support is required.

If you have any further questions or require additional information regarding this, please contact me at your convenience to discuss.

Sincerely,



Harvey A. Schwartz  
Regional Account Manager  
216-496-4834

HUB Parking – a Business Unit of the FAAC Group

HUB Parking Technology USA Inc. – 761 Commonwealth Drive - Warrendale, PA 15086 | U.S.A Tel. +1 724 779 1527 - Fax +1 724 772 3750 - [www.hubparking.us](http://www.hubparking.us)