

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 7, 2020

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an executed Support and Maintenance Agreement with Harrington Resources, Inc., to provide support, maintenance and preventive maintenance services for the twenty-one (21) T2 pay stations located at Kreuzler and South Inlet Beach Parks and several saltwater boat ramps for \$16,800 per year for a period of one year beginning October 8, 2019 through October 7, 2020, with four one year renewal options.

Summary: On October 8, 2019, Palm Beach County entered into a Support and Maintenance Agreement with Harrington Resources, Inc., to provide support, maintenance and preventive maintenance services for the T2 pay stations at Kreuzler and South Inlet Beach Parks and several saltwater boat ramps. This agreement requires the Department to pay an annual fee of \$800 per pay station for a total of \$16,800 per year. The term of this agreement is from October 8, 2019 through October 7, 2020, with four one year renewal options.

In accordance with County PPM CW-O-051, all delegated agreements must be submitted by the initiating Department as a Receive and File Agenda Item. This Support and Maintenance Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of Purchasing in accordance with section 2.53(e) of the Purchasing Code, and is now being submitted to the BCC to receive and file. Countywide (AH)

Background and Justification: The Department has twenty-one (21) T2 pay stations installed throughout the Parks System and a support and maintenance Agreement is required to ensure they remain operational. This agreement requires the Department to pay an annual fee of \$800 per pay station for a total of \$16,800 per year. The Agreement has been executed on behalf of the BCC by the Director of Purchasing in accordance with the authority delegated by the BCC, and is now being submitted to the BCC to receive and file.

Attachment: Support and Maintenance Agreement

Recommended by: 
Department Director

11-26-19
Date

Approved by: 
Assistant County Administrator

12/10/2019
Date

PARKER SYSTEMS

Support and Maintenance Agreement For Digital Payment Technologies' Pay Stations

Harrington Resources, Inc., dba PARKER SYSTEMS ("DISTRIBUTOR" for T2 Systems, Canada) agrees to provide the Support, Maintenance, and Preventative Maintenance Services specified herein for **Palm Beach County Parks and Recreation** ("CUSTOMER") who hereby subscribes to such services, pursuant to the charges, terms and conditions as set forth herein.

GENERAL TERMS AND CONDITIONS

This agreement shall be in effect for one (1) year with the option to renew four (4) additional one (1) year periods at the prevailing rate. Either party may terminate this agreement at the end of the original, or any renewal term by written notice to that effect, to the last known principal office of the other party at least thirty (30) days prior to the designated termination date.

Harrington Resources Inc., dba PARKER SYSTEMS may terminate this agreement upon fifteen (15) days' notice for CUSTOMER'S failure to remit timely payments as set forth below.

In these TERMS and CONDITIONS, the following words have the following meanings:

"T2" means T2 Systems, Canada, the manufacturer of the Luke II & Cosmos Payment Stations who is located at 4321 Still Creek Drive, Suite 330, Burnaby, BC Canada V5C 6S7.

"CUSTOMER" means a person or entity who purchased Payment Stations and/or Software directly from the DISTRIBUTOR and who wishes to subscribe to these services.

"DISTRIBUTOR" means the T2 Authorized Reseller and Support Agency from which the T2 Equipment was purchased. For the purposes of this Agreement, the DISTRIBUTOR referred to is Harrington Resources Inc., dba PARKER SYSTEMS, a Florida Corporation located at 1115 Bridgeway Blvd., Orlando FL 32828.

"PAY STATION" means a T2 Payment Station for which the DISTRIBUTOR will provide maintenance and support services as outline herein.

"SOFTWARE" means the T2 software to be installed on a CUSTOMER PC for use with one or more Payment Stations.

SERVICES PROVIDED

Hardware

All T2 Pay Stations come with a one-year parts and labor warranty. Warranty commences (7) days from date of shipment. All malfunctioning parts will be either repaired or replaced by the DISTRIBUTOR, either through assistance via telephone or on-site. Defective part replacements

will be shipped within (2) business days Monday through Friday from Canada, and/or within (1) day from Orlando.

Repairs or replacement parts required as a result of rust or corrosion, damage due to accident, improper handling or operation, shipping damage, abuse, misuse, unauthorized repairs or attempted repairs, vandalism or "Acts of God" are not included.

If an electrical or mechanical repair becomes necessary, the CUSTOMER must obtain a RETURNING MATERIALS AUTHORIZATION (RMA) number prior to returning any parts. This number must be included with any returns.

If the CUSTOMER experiences hardware performance problems with the T2 Payment Station, the CUSTOMER must notify the DISTRIBUTOR by telephone or email for verification of the problem(s) and to arrange for service/trouble shooting of the equipment. Should remote diagnosis of the problem not be successful, DISTRIBUTOR will make a site visit to remedy the issue, make repairs, or determine replacement parts required.

To obtain warranty service for T2 Pay Stations, the DISTRIBUTOR must be contacted. The DISTRIBUTOR must confirm if the equipment is experiencing a problem covered under Warranty, and will repair, or at its discretion, exchange equipment which does not conform to the warranty. Warranty services may be performed at the CUSTOMER'S location, at a service center, or via other means.

Standard terms for malfunctioning equipment hardware under warranty are Return to Depot, where CUSTOMER is liable for one-way shipping costs, and DISTRIBUTOR is liable for all parts and labor. When possible, arrangements may be made to ship replacement parts and installation instructions to the CUSTOMER. If a trip to the CUSTOMER site is required after trouble shooting via telephone or email, the CUSTOMER will incur no additional expenses for this trip.

Routine functions typically performed by the Customer include:

- EMS Monitoring of Pay Stations for Alerts or Alarms
- Reloading paper
- Fixing paper jams, coin jams and/or bill jams
- Revenue collection
- Uploading pay station configurations
- Configuration changes, and administrative maintenance of BOSS (Back Office System Software)
- Distribution of desiccant (as required) in moisture rich environments
- Routine Maintenance functions as outline in attached "Appendix A"
- Maintenance Schedule

Software Updates

The DISTRIBUTOR may periodically provide software updates at no additional cost to the CUSTOMER. The software updates may include modifications, program enhancements, debugging, and/or new features.

This section will not be interpreted to require the DISTRIBUTOR to either develop and release

updates or customize the updates to satisfy CUSTOMER'S requirements unless agreed upon in the initial purchase

Updates will not include any new products which DISTRIBUTOR or T2 decides to make generally available as a separately priced option.

Operating System Support

DISTRIBUTOR will provide the first level of assistance for routine questions about system administration and other operating system issues. Where first level assistance is not sufficient in resolving software issues, the DISTRIBUTOR will facilitate third party assistance from T2 via telephone, email or PC Charge.

Telephone and On-Site Support

Phone assistance and support to evaluate and diagnose hardware or software issues will be available from 9:00 a.m. to 6:00 p.m. EST Monday through Friday, excluding holidays. Request for support and/or assistance calls shall be made to: PARKER SYSTEMS at 407-432-0869, or by email to lynda@parkersystemsplace.com or mason@parkersystemsplace.com.

Every effort will be made to return emergency/critical phone calls within (1) hour. All non-critical calls will be returned within (4) hours, and on-site visits for repair or assistance made within a reasonable amount of time (generally 24 hours) after initial call. As a course of immediate resolution, and at the CUSTOMER'S discretion, actions to include detailed instructions via the phone may be requested to resolve specific issues.

On-site visits shall be scheduled Monday through Friday, 9AM to 6 PM, unless otherwise mutually agreed in emergency situations.

Charges

CUSTOMER shall pay a one-time annual fee of \$800 per pay station for 21 pay stations for a total of \$16,800, per year, for support/maintenance as provided for pursuant to this agreement. Payment is due and payable one year in advance. Prices are subject to revision by DISTRIBUTOR upon renewals of this agreement outside of the first (2) year period. Notification for any price changes must be provided to the County at least 90 days prior to the effective date. Prices cannot increase more than 3% or the CPI, whichever is lower, each year after the first two (2) year period.

Liability

The DISTRIBUTOR shall not be liable for failure to perform its obligations hereunder, and such failure to perform shall not constitute a breach of this agreement, when repair of the equipment is required as a result of accident, misuse, abuse, unauthorized repairs or attempted repairs, vandalism or "Acts of God". Additionally, the DISTRIBUTOR shall not be liable for delays or failure to perform under this agreement for causes beyond its reasonable control during the period that such causes are existent.

Indemnification

DISTRIBUTOR 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 of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of DISTRIBUTOR.

Unauthorized Repair

CUSTOMER hereby agrees that no unauthorized repairs or attempted repairs of the equipment shall be made by CUSTOMER'S employees, agents, or by third parties. In the event that such unauthorized repair or attempts to repair result in service being performed by the DISTRIBUTOR which would not have been required in the absence of such unauthorized repairs or attempted repairs, the DISTRIBUTOR shall charge the CUSTOMER for such additional required service, and CUSTOMER hereby agrees to pay such additional service charges.

Repair Parts

All parts which are removed from the equipment and replaced shall become the property of the DISTRIBUTOR.

ARTICLE - INSURANCE REQUIREMENTS

The DISTRIBUTOR shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by DISTRIBUTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by DISTRIBUTOR under the Contract. DISTRIBUTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Unless prohibited under the policy, coverage and endorsement shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** DISTRIBUTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Workers' Compensation Insurance & Employer's Liability:** DISTRIBUTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- C. **Professional Liability/Technology Errors & Omissions:** DISTRIBUTOR shall maintain Technology Errors & Omissions, or equivalent Professional Liability insurance with a limit of liability not less than \$1,000,000 per occurrence, and \$1,000,000 per aggregate. For policies written on a "claims-made" basis, Consultant warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to

purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.

- D. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. **Waiver of Subrogation:** DISTRIBUTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then DISTRIBUTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should DISTRIBUTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the DISTRIBUTOR shall deliver to the COUNTY through COUNTY's designated representative, JDi Data Corporation, using the CTrax Portal, unless otherwise directed by COUNTY, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall be issued to:

Palm Beach County Board of County Commissioners
c/o Parks & Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

- G. **Umbrella or Excess Liability:** If necessary, DISTRIBUTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. DISTRIBUTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including

limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is 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 given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Access and Audits

If applicable, should any portion of the payments made to DISTRIBUTOR include DISTRIBUTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, DISTRIBUTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The CUSTOMER shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at DISTRIBUTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed CUSTOMER contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the DISTRIBUTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Nondiscrimination

The CUSTOMER is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the DISTRIBUTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the DISTRIBUTOR: (i) provides a service; and (ii) acts on behalf of the CUSTOMER as provided under Section 119.011(2) F.S., the DISTRIBUTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the DISTRIBUTOR is specifically required to:

- a. Keep and maintain public records required by the CUSTOMER to perform services as provided under this Contract.
- b. Upon request from the CUSTOMER's Custodian of Public Records, provide the CUSTOMER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The DISTRIBUTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the DISTRIBUTOR does not transfer the records to the public agency.
- d. Upon completion of the Contract the DISTRIBUTOR shall transfer, at no cost to the CUSTOMER, all public records in possession of the DISTRIBUTOR unless notified by CUSTOMER's representative/liason, on behalf of the CUSTOMER's Custodian of Public Records, to keep and maintain public records required by the CUSTOMER to perform the service. If the DISTRIBUTOR transfers all public records to the CUSTOMER upon completion of the Contract, the DISTRIBUTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the DISTRIBUTOR keeps and maintains public records upon completion of the Contract, the DISTRIBUTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the DISTRIBUTOR must be provided to CUSTOMER, upon request of the CUSTOMER's Custodian of Public Records, in a format that is compatible with the information technology systems of CUSTOMER, at no cost to CUSTOMER.

Failure of the DISTRIBUTOR to comply with the requirements of this article shall be a material breach of this Contract. CUSTOMER shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. DISTRIBUTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DISTRIBUTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRIBUTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Entire Agreement, Applicable Law


This agreement constitutes the entire agreement between the DISTRIBUTOR and the CUSTOMER, and there are no promises or representations other than set forth herein.

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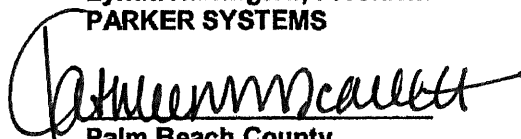
This agreement may only be modified or amended upon written agreement by both parties and executed by duly authorized officers or agents thereof.

This agreement is made and entered into this 8th day of October 2019, by and between Palm Beach County BOC (hereinafter referred to as the "CUSTOMER") and Harrington Resources, Inc., dba PARKER SYSTEMS (hereinafter referred to as the DISTRIBUTOR").

WITNESSETH

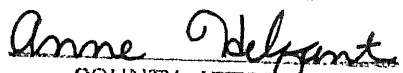

Lynda Harrington, President
PARKER SYSTEMS

9/20/19
Date


Palm Beach County
Kathleen M. Scarlett
Director

10/8/19
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


COUNTY ATTORNEY

APPENDIX A

Preventative Maintenance Schedule

Regular maintenance and preventative maintenance of the LUKE II Payment Station is required to keep the Payment Station operating efficiently and trouble-free. Maintenance kits with the appropriate cleaners and lubricants are available from the DISTRIBUTOR.

A routine maintenance schedule is also recommended. Following is the minimum maintenance and preventative maintenance program recommended.

Once or More a Week – To be performed by the Customer

- Inspect unit for damage
- Inspect coin acceptor pathway
- Inspect bill validator pathway
- Clean bill validator with presoaked cleaning pad
- Purchase credit card test ticket
- Check battery voltage (>12v)
- Ensure chargers have power
- Check paper roll length

Every Six to Eight Weeks – To be performed by Distributor

- Clean printer with pre-soaked cleaning pad
- Lubricate hinges and locks if Payment Station is located near saltwater
- Clear printer of paper dust
- Clean credit card reader
- Clean bill validator
- Clean sensors and coin tracks
- Clean Solar panel, and check connections
- Inspect coin bag for wear
- Blow out bill stacker with compressed air
- Wipe coin acceptor pathway with wipes
- Perform EMS connectivity tests
- Filed test all components

Every Three Months - To be performed by Distributor

- Lubricate hinges and locks
- Lubricate coin acceptor return bar
- Clean and wax cabinet exterior

Every Six Months - To be performed by Distributor

- Change access passwords (or with staff change)
- Confirm programming is correct and assist with necessary changes
- Check cable tie paths
- Check alarm module
- Check for loosened nuts
- Inspect wear on plastic parts

