DRAFT - SUBJECT TO CHANGE

Agenda Item: 6A-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	December 2, 2025	Consent Workshop	[X] Regular [] Public Hearing
Submitted By:	Department of Airports		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Amended and Restated Maintenance Services Agreement for Parking and Revenue Control System (Amended Agreement) at the Palm Beach International Airport (PBI) with HUB Parking Technology USA, Inc. (HUB), providing for additional on-site support and maintenance services and for upgrades to the parking and revenue control system (PARCS); increasing the extended term total contract amount by \$753,879.44; and providing for the option to extend the Agreement for one (1) additional two (2) year term; and
- (B) a Budget Transfer of \$371,038 in the Airport's Improvement and Development Fund; which also includes a transfer from reserves in the amount of \$371,038 to provide budget for the Amended Agreement.

Summary: The Amended Agreement provides for the maintenance, repair and improvement of the PARCS at PBI, which is used to manage parking operations, including providing for access control, revenue collection, reporting and monitoring of parking activities. On January 23, 2018, the Board of County Commissioners (BCC) approved Maintenance/Service Agreement (Agreement) (R2018-0040) with HUB with an initial term of five (5) years for an amount not to exceed \$1,415,105. On November 15, 2022, the BCC approved a First Amendment (Amendment) (R2022-1392) to Maintenance/Service Agreement, extending the term of the Agreement to December 31, 2027, for an amount not to exceed \$1,604,124.37. The Amended Agreement provides for additional on-site support and maintenance services, commencing January 1, 2026, and various upgrades to the PARCS, including equipment, hardware and software needed to implement parking reservations, upgrade credit card terminals to chip and pin as well as contactless payments, and reduce parking management labor costs through the installation of license plate readers. The Amended Agreement increases the not to exceed amount for the extended term by \$753,879.44 for a total not to exceed amount of \$2,358,003.81. The Amended Agreement also provides the County with one (1) additional two (2) year option to extend at the County's sole option. Countywide (AH)

Background and Policy Issues: In 2008, the County selected HUB (formerly CTR Systems) pursuant to a Request for Proposals for the installation and maintenance of a PARCS (R2008-0172). HUB is the sole source service and support provider for the PARCS installed at PBI. The Agreement currently provides limited on-site support and maintenance services, resulting in longer than desirable wait times for repairs and maintenance during unanticipated system outages, resulting in customer inconvenience, and potential for loss of revenue. In order to ensure increased reliability of the PARCS, the Amended Agreement provides for increased on-site support and maintenance services. In order to implement parking reservations, additional hardware and software must be integrated into the existing PARCS. Upgrades to allow acceptance of additional payment methods will also improve the overall customer experience.

Attachments:

 Amended & Restated Maintenance Services Agreement for Parking & Revenue Control System (w/Exhibits 1A through Exhibit D) (3)

	Deputy County Administrator	Date
Approved By:		
SUL	Department Director	'Date
Recommended By:	Laurer Becker	11/6/25
Budget Fransier		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of I	-iscal Impact:				
Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures Operating Costs Operating Revenues Program Income (County)	\$517,149 \$89,125	\$118,132 	\$29,474		
In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	\$606,273	\$118,132	\$29,474		
Is Item Included in Current Does this item include the Does this item include the	use of federal	funds? Yes	No No No	X	
Budget Account No: Fund Fund	4111 Depart		Unit A415		505
B. Recommended Sources The Amended Agreeme \$753,879.44. Approval of funded in current fiscal years	ent increases to f this item will proper ear.	he not to ex ovide funds fo	ceed amount r the Amende	d Agreement,	which is partially
C. Departmental Fiscal Re	view: Jan	Busi	for Mil	bu Gur	realist
	III. REVIE	W COMMEN	<u>rs</u>		
A. OFMB Fiscal and/or Co	ntract Develop	ment and Co	ntrol Comme	ents:	
OFMB			Contrac	t Dev. and Co	ontrol
B. Legal Sufficiency:					
Assistant County Attorne	ey .				
C. Other Department Revi	ew:				
Department Director					
REVISED 11/17					

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

AMENDED AND RESTATED MAINTENANCE SERVICES AGREEMENT FOR PARKING AND REVENUE CONTROL SYSTEM

THIS AMENDED AND RESTATED MAINTENANCE SERVICES AGREEMENT FOR PARKING AND REVENUE CONTROL SYSTEM (this "Agreement") dated ______ ("Effective Date"), is made by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and HUB PARKING TECHNOLOGY USA, INC., a Delaware corporation, having its office and principal place of business at 761 Commonwealth Drive, Suite 204, Warrendale, PA, 15086 ("HUB").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports ("Department"), owns and operates Palm Beach International Airport ("Airport"), located in Palm Beach County, Florida; and

WHEREAS, County entered into that certain Contract for the installation of a parking and revenue control system by CTR Systems Parking, Inc. (R2008-0172) ("CTR") at the Airport; and

WHEREAS, HUB acquired CTR in 2013 and is the sole source manufacturer and supplier of the PARCS installed at the Airport; and

WHEREAS, the parties have entered into that certain Maintenance/Service Agreement dated January 23, 2018 ("Original Agreement") (R2018-0040), for the continued maintenance and repair of the PARCS, which the parties acknowledge and agree the Original Agreement expired on December 31, 2022; and

WHEREAS, the parties entered into that certain First Amendment to the Agreement dated November 15, 2022 (R2022-1392), which extended the term of the Original Agreement to December 31, 2027; and

WHEREAS, the parties hereto desire to amend, replace and restate the Original Agreement as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

Article 1 – Recitals

The recitals set forth above are true and correct and incorporated herein by this reference. The parties agree that the Original Agreement shall be deemed to be completely amended, restated, replaced and superseded by the terms of this Agreement effective December 2, 2025.

Article 2 - Definitions

The following words, terms, and phrases wherever used in this Agreement shall have the meanings set forth in this Article and the meanings shall apply to both singular and plural forms of such words, terms and phrases.

- 2.01 "Additional Services" has the meaning set forth in Section 6.09.
- 2.02 "Acknowledgement Time" means elapsed time beginning when County provides HUB initial notification via phone call or service ticket submittal until HUB provides a notification from the HUB Automated Help Desk System containing a service ticket number.
- 2.03 "Airport" has the meaning set forth in the recitals to this Agreement.
- 2.04 "Agreement" means this Agreement as now or hereafter amended, and all exhibits attached hereto, which are incorporated herein by reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Agreement, refer to this Agreement as a whole, unless context otherwise requires.
- 2.05 "Business Day" means any day other than a Saturday, Sunday or Holiday. Use of the word "day", as opposed to Business Day, means a calendar day.
- 2.06 "<u>Contract Year</u>" means a twelve (12) month period commencing on January 1st of each year and ending on December 31st.
- 2.07 "County Representative" means the representatives of County set forth in Section 3.01.
- 2.08 "CTR" has the meaning set forth in the recitals of this Agreement.
- 2.09 "Department" has the meaning set forth in the recitals of this Agreement.
- 2.10 "<u>Documentation</u>" means all manuals, user documentation, specifications, and other related materials pertaining to the Software that HUB customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.
- 2.11 "Effective Date" has the meaning set forth in the preamble of this Agreement.
- 2.12 "Final Acceptance" has the meaning set forth in Section 6.06(D) of this Agreement.
- 2.13 "<u>Final Resolution Time</u>" means the elapsed time from Acknowledgement Time until final resolution of the issue, including receipt of a confirmation with ticket number closure notification via HUB's Automated Help Desk System.
- 2.14 "HUB Automated Help Desk System" has the meaning set forth in Section 5.05(A).

- 2.15 "HUB's Representative" has the meaning set forth in Section 3.02.
- 2.16 "Holidays" means New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas, New Year's Eve and up to three (3) floating holidays as determined by HUB occurring one (1) day before or one (1) day after a holiday provided for in this definition. HUB shall notify the County Representative of the dates of the floating holidays each year.
- 2.17 "<u>Initial Term</u>" has the meaning set forth in Section 4.01.
- 2.18 "Maintenance Schedule" has the meaning set forth in Section 5.03(A).
- 2.19 "Normal Service Coverage Period" has the meaning set forth in Section 5.03.
- 2.20 "On-Site Support Time" means the elapsed time from Acknowledgement Time until a HUB representative arrives at the Airport to work towards resolution of the issue.
- 2.21 "Original Agreement" has the meaning set forth in the recitals to this Agreement.
- 2.22 "PARCS" means the parking and revenue control system and associated hardware, equipment, systems, Software, firmware and related components to be maintained, repaired and improved by HUB pursuant to the terms and conditions of this Agreement, which includes the PARCS listed in Exhibit A-3 to this Agreement and any hardware, equipment, systems, Software, firmware and related components to be added to the PARCS pursuant to this Agreement.
- 2.23 "Parking Contractor" has the meaning set forth in Section 5.08(D).
- 2.24 "Phase 1 Projects" means the projects listed in Table 4 in Section 6.03.
- 2.25 "Phase 2 Projects" means the projects listed in <u>Table 5</u> in Section 6.05.
- 2.26 "Project" means an individual project to be completed by HUB a part of the Phase 1 Projects or Phase 2 Projects.
- 2.27 "Projects" means the Phase 1 Projects and Phase 2 Projects collectively.
- 2.28 "Project Costs" means costs associated with a Project as set forth herein.
- 2.29 "Project Work Hours" has the meaning set forth in Section 5.08(H).
- 2.30 "Projects" means the Phase 1 Projects and Phase 2 Projects to be completed by HUB pursuant to this Agreement.
- 2.31 "Renewal Term" has the meaning set forth in Section 4.01.

- 2.32 "<u>Remote Support Time</u>" means the elapsed time from Acknowledgement Time until a HUB representative provides remote support to work towards resolution of the issue.
- 2.33 "Reports" has the meaning set forth in Section 5.06(C).
- 2.34 "<u>Service Level Agreement</u> or <u>SLA</u>" means the service levels and response times established for HUB to perform the services required by this Agreement.
- 2.35 "Software" means all Software listed in Exhibit A-3 and other intellectual property rights provided or licensed to County pursuant to this the terms and conditions of this Agreement by HUB, including any subsequent updates, upgrades, releases, or enhancements thereto developed by HUB during the Term of this Agreement.
- 2.36 "Software Updates" has the meaning set forth in Section 5.09(A).
- 2.37 "Spare Parts" has the meaning set forth in Section 5.06(E).
- 2.38 "Support Services" has the meaning set forth in Section 5.01.
- 2.39 "TE" has the meaning set forth in Section 6.06(C).
- 2.40 "Technician" has the meaning set forth in Section 5.08(A).
- 2.41 "Term" means the Initial Term and any Renewal Term.
- 2.42 "Unaccounted Hours" has the meaning set forth in Section 5.08(G).

<u>Article 3 – Contract Representatives</u>

- 3.01 <u>County Representative.</u> County's representative/liaison for general contract administration matters, including invoicing, shall be Rachel Richards, Parking Coordinator, who may be contacted at the following: (561) 471 7410 (telephone) or (e-mail) rrichards@pbia.org. County's representative/liaison for Maintenance Services and Renewal and Replacement Projects shall be Lauren Scott, Deputy Director, who may be contacted at the following: (561) 471 7423 (telephone) or (e-mail) lscott@pbia.org or designee.
- 3.02 <u>HUB's Representative.</u> HUB's representative/liaison during the performance of this Amendment shall be Roger Slayton, who may be contacted at the following: (844) 482 7275, extension 5125 (telephone) or Roger-Slayton@hubparking.com (e-mail) ("<u>HUB Representative</u>").
- 3.03 <u>Change of Representative.</u> Either party may change the designated representative/liaison upon three (3) days' prior written notice to the other party.

Article 4 - Term/Total Contract Amount

- 4.01 Term. The term of this Agreement shall be five (5) years, commencing on January 1, 2023, and expiring on December 31, 2027 ("Initial Term"), unless terminated earlier as provided for herein. County shall have the option to extend this Agreement, in its sole and absolute discretion, by two (2) additional years (each a "Renewal Term"), which may be exercised as single, one (1) year Renewal Terms or as one (1) additional two (2) year Renewal Term as determined by County. No termination or expiration of this Agreement shall relieve either party of its liability for the performance of any obligation that accrued prior to the effective date of the termination or expiration or of any right or obligation under any provision, which, by its meaning or context, must survive in order to fulfill its essential purpose.
- 4.02 <u>Initial Term Not to Exceed Amount.</u> The total cost of all services and PARCS provided under this Agreement by HUB during the Initial Term, including all Support Services (as hereinafter defined), Projects and Additional Services, shall not exceed Two Million, Three Hundred Fifty-Eight Thousand, Three Dollars and 81/100 (\$2,358,003.81) as further detailed below.

	Initial Term Not to Exceed Amount			
Table/Section No.	Description	Total		
Table 1	Support, Maintenance, and Repair Services for the Initial Term, excluding Projects and Additional Services listed below.	\$993,875.79		
Table 4	Phase 1 Projects	\$825,249.45		
Table 5	Phase 2 Projects	\$463,878.57		
Section 6.09	Additional Services	\$75,000.00		
	TOTAL	\$2,358,003.81		

4.03 <u>Renewal Term Not To Exceed Amount.</u> In the event County exercises its option to extend this Agreement, the total cost of all services and PARCS provided under this Agreement by HUB during the Renewal Term(s), including all Support Services and Additional Services, shall not exceed Seven Hundred Thirty-Two Thousand, One Hundred Twenty-Four Dollars and 56/100 (\$732,124.56) as further detailed below.

	Renewal Term Not to Exceed Amount			
Table/Section No.	Description	Total		
	Support, Maintenance, and			
	Repair Services for the			
Table 1	Renewal Terms, excluding	\$582,124.56		
	Additional Services listed			
	below.			
Section 6.09	Additional Services	\$150,000.00		
	TOTAL	\$732,124.56		

Article 5 – Support, Maintenance and Repair Services

Support, Maintenance and Repair Services. HUB shall be responsible for the provision of support, maintenance and repair services for the PARCS in accordance with the terms and conditions of this Agreement ("Support Services") to ensure the proper functionality of the PARCS during the Term of this Agreement. HUB shall provide all parts, materials, and labor to repair and maintain the PARCS as required under this Agreement, including travel time and expenses. All of the services required under this Agreement shall be performed by the HUB or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. HUB's personnel, including HUB subcontractors, representatives and agents, shall comply with all County requirements governing conduct, safety and security while on the Airport.

5.02 Support, Maintenance and Repair Services Fees.

A. The total amount to be paid by County for Support Services, excluding Projects and Additional Services, shall not exceed the amounts listed in the fee schedule set forth in <u>Table 1</u> below. HUB shall invoice County on a quarterly basis within thirty (30) days of the end of each quarter (i.e., January-March; April-June; June-September; October-December), unless otherwise approved by the County Representative in writing, for Support Services performed in the preceding quarter, subject to any deductions by County as provided for herein. Invoices shall include any backup documentation reasonably requested by County evidencing the provision of such services, including, but not limited to, service ticket records contained in the HUB Automated Help Desk System, which shall detail the maintenance performed on the PARCS. HUB acknowledges and agrees that submission of an incomplete or incorrect invoice will delay processing of HUB's invoice by County.

	TABLE 1. SUPPORT SERV	ICES - FEE SCHEDULE	
CONTRACT YEAR	SUPPORT SERVICES (8-HOUR BIWEEKLY ON-SITE SERVICES)	SUPPORT SERVICES (40 HOUR WEEKLY ON-SITE SERVICES)	QUARTERLY PAYMENT AMOUNT
YEAR 1	\$142,611.74	N/A	\$35,652.94
YEAR 2	\$146,890.09	N/A	\$36,722.52
YEAR 3	\$151,296.80	N/A	\$37,824.20
YEAR 4	N/A	\$274,668.55	\$68,667.14
YEAR 5	N/A	\$278,408.61	\$69,602.15
TOTAL YEARS 1-5 (Initial Term)	\$440,798.63	\$553,077.16	
YEAR 6 (First Renewal Term)	N/A	\$286,760.87	\$71,690.22
YEAR 7 (Second Renewal Term)	N/A	\$295,363.69	\$73,840.92
TOTAL (Renewal Terms)	N/A	\$582,124.56	
TOTAL YEARS 1-7 (Initial Term & Renewal Terms)	\$440,798.63	\$1,135,201.72	

- B. Invoices received from HUB pursuant to this Agreement will be reviewed and approved by the County's Representative prior to payment the invoice to ensure the invoice complies with the terms and conditions of this Agreement and the services were completed in conformance with the requirements of this Agreement. Invoices will normally be paid within forty-five (45) days following submission of the invoice by County to the Finance Department of the Palm Beach County Clerk of the Circuit Court and Comptroller's Office in accordance with the Florida Prompt Payment Act. Interest penalties will be paid by County in accordance with the Florida Prompt Payment Act, Florida Statute 218.70 notwithstanding any provision of the Agreement to the contrary. In order for both parties herein to close their books and records, HUB will clearly state "final invoice" on HUBS final billing to the County for services. The final invoice shall constitute HUB's certification to County that all services have been properly performed and all charges have been invoiced to County. Any other charges not properly included on the final invoice shall be considered waived by HUB.
- 5.03 <u>Service Level Agreement.</u> HUB shall provide Support Services between the hours of 8:30 a.m. and 5:00 p.m. local time, Monday through Friday, excluding Holidays ("<u>Normal Service Coverage Period</u>").
 - A. HUB shall submit a schedule to the County on a quarterly basis for planned routine maintenance services to be performed by HUB on each piece equipment comprising the PARCS for each month of the Contract Year, which shall include a description of the services to be performed on the equipment at each location where PARCS equipment is installed ("Maintenance Schedule"). HUB shall provide an updated Maintenance Schedule as equipment is removed and/or installed or as otherwise required to ensure the PARCS is maintained in good working order and condition.
 - B. The Technician (as hereinafter defined) performing routine maintenance services shall document in the HUB Automated Help Desk System the date service is completed for each piece of equipment as provided in the Maintenance Schedule. HUB shall provide County with the ability to view maintenance services performed in the HUB Automated Help Desk System in real time.
 - C. HUB shall ensure the Technician completes no less than ninety-eight percent (98%) of all maintenance services listed on the Maintenance Schedule for each month. The percentage of completion shall be determined by dividing the total number of individual maintenance tasks assigned in the Maintenance Schedule by the total number of individual maintenance tasks that are fully completed by the Technician in the same month. Partial completion of a maintenance task shall not be considered "fully completed" for purposes of this Section. Completion shall be determined by County in its reasonable discretion. In the event the percentage of completion is less than ninety-eight percent (98%), HUB shall submit a justification to County for the delay in completion and measures implemented to ensure the County HUB's performance will improve. Factors beyond the reasonable control of HUB, such

as unexpected delays in parts, delays due to accidents or damage caused at no fault of HUB, severe weather and unusual traffic volume during the holiday seasons shall be thoroughly documented in the HUB Automated Help Desk System and reported to the County the next business day. County retains the right to determine if the non-performance was beyond HUB's reasonable control and is a valid reason for non-performance.

- D. In the event HUB fails to fully complete the maintenance services listed on the Maintenance Schedule during any month, and the cause of the failure is determined by County to be within the reasonable control of HUB, County shall have the right to reduce its quarterly payment for Support Services by One Thousand Dollars (\$1,000.00) for each month for each percentage point below ninety-eight percent (98%) completion that HUB fails to achieve (rounded up to the nearest whole percentage). For example, HUB achieves ninety-eight percent (98%) completion in the month of January and February of Contract Year 4 and achieves ninety-five and one-half percent (95.5%) completion in March of Contract Year 4. The quarterly payment would be reduced by Two Thousand Dollars (\$2,000.00). In the event HUB fails to achieve eighty percent (80%) completion in any month, County may reduce its quarterly payment to HUB by the pro-rated monthly payment amount for Support Services for that month. For example, in the first (1st) quarter HUB achieves ninety-eight percent (98%) completion in the months of January and February of Contract Year 4 and achieves less than eighty percent (80%) completion in March of Contract Year 4, the quarterly payment would be reduced by \$22,889.05 (\$68,667.14/3 months).
- E. In the event emergency service is required to the PARCS, County shall notify the emergency contact(s) provided by HUB of required emergency services. HUB shall respond to requests for emergency services in accordance with the Service Level Agreement (SLA) Required Response Times provided in <u>Table 3</u> below. HUB shall provide documentation of the response and resolution time for each service ticket submitted by County.

TABL	E 2. SERVICE LEVEL AGREEMENT (SLA) - PRIORITY SERVICE LEVELS
Priority Level	Definitions
Critical	 System-wide or major failure impacting revenue collection. Financial impact of the incident is (for example) likely to exceed \$10,000. Loss of critical system functionality or critical inaccuracy within system. Incident that severely impacts the customer experience at any facility. Damage to the reputation of the Airport likely to be high. A large number of customers are affected and/or acutely disadvantaged in some way. Incident that has a significant impact on County's ability to conduct business.
High	 Failure of multiple lanes or gates. Loss of important system functionality or important inaccuracy in the system. System failure that could impact revenue collections. The financial impact of the Incident may (for example) exceed \$1,000 but will not be more than \$10,000. A moderate number of staff are affected and/or not able to do their job properly. System failure that may impact the customer experience.

Medium	•	A minimal number of staff are affected and/or able to deliver an acceptable service
		but requires extra effort.
	•	Loss of non-essential system functionality.
	•	Minor system failure that does not impact the customer experience.
	•	Minor system failure that does not impact the Customer's ability to conduct business.

	TABLE 3. SLA REQUIRED RESPONSE TIMES				
Priority Level	Acknowledgement Time	On-Site Support Time	Remote Support Time	Final Resolution Time	
Critical	30 minutes	2 hours	1 hour	Completed as soon as possible with hourly status updates to County until final resolution is achieved (temporary and/or permanent resolution)	
High	30 minutes	2 hours	2 hours	Completed within 4 hours of onsite arrival/remote support time	
Medium	30 minutes	Next Business Day	Next Business Day	Completed on or before the next Business Day of service ticket	

5.04 <u>Emergency Service Requests.</u>

- A. HUB shall provide County with two (2) methods of notification to contact HUB in the event of there is a need for emergency service to the PARCS. The methods of notification shall provide a means of tracking the date and time each notification is delivered.
- B. HUB shall provide the escalation path and contacts for service requests that fail to meet the SLA's in <u>Table 3</u> above.
- C. County shall assign a priority level for all requested emergency services in accordance with the definition set forth in <u>Table 2</u> above. HUB shall respond in accordance with the SLA Required Response Times provided in <u>Table 3</u> above.
- D. For all Critical Priority Level incidents as defined in <u>Table 2</u> above, HUB shall submit to County within two (2) business days from the date of the incident a report detailing the root cause of the failure and measures taken by HUB to prevent future occurrences.
- E. Emergency services shall be paid by County in accordance with Section 6.09 as Additional Services.

5.05 Service Tracking and Reporting

A. HUB shall provide and utilize a service tracking system to monitor and record all scheduled, emergency, requested, and performed maintenance and repair services ("HUB Automated Help Desk System").

- B. The HUB Automated Help Desk System shall provide date and time of each service request submitted to ensure response times are documented to ensure SLAs are met for each service request, including the Acknowledgement Time, On-site Support Time, Remote Support Time, and Final Resolution Time and description detailing the actions taken to resolve the service request. HUB's service response may include both On-site and Remote Support to ensure prompt response and resolution of service requests.
- C. The County's Representatives shall have unrestricted access to their individual profiles HUB within the HUB Automated Help Desk System to allow visibility into issue resolution status.
- D. All system changes to the PARCS, including, but not limited to Software updates, must be tracked through the HUB Automated Help Desk System.
- E. HUB shall fill in all required fields of the HUB Automated Help Desk System completely for all Support Services, including preventative maintenance and repair services scheduled and performed.
- F. County may deduct from the payments for Support Services based on any quantifiable, documented lost parking revenues resulting directly from HUB's negligence or willful misconduct in the performance of its services, such as HUB incorrectly implementing a parking rate change requested by County after the parking rate change was verified by County. County shall provide evidence reasonably satisfactory to HUB documenting lost parking revenues.
- G. The County Representative will notify HUB in writing of any performance deficiencies within five (5) business days after the end of each month as documented in the HUB Automated Help Desk System.
- H. HUB shall take corrective action to address any performance deficiencies within thirty (30) days of County Representative's written notification. HUB shall notify the County Representative in writing of the corrective action taken to resolve the identified performance deficiencies.
- I. HUB acknowledges and agrees that the unavailability of Spare Parts or personnel shall not be considered an acceptable reason for failing to achieve a SLA Required Response Time.
- J. For each occurrence where the SLA Required Response Time is not achieved, an amount equal to one percent (1%) of monthly payment for Support Services shall be deducted from the quarterly payment set forth in <u>Table 1</u> as liquated damages for each such occurrence, determined as follows: (Quarterly Payment/3) x (number of failed SLA occurrences x 0.01) = quarterly payment deduction.

5.06 General Service Requirements.

- A. HUB shall provide support, maintenance and repair services to the PARCS to keep the PARCS in good working order and repair in accordance with the terms and conditions of this Agreement, including, but not limited to all parts, labor, routine lubrication of equipment, loading ticket and receipt stock as needed, gate arm replacement, and adjustments and repair and replacement of parts.
- B. HUB shall ensure the PARCs properly integrates and interfaces with County's third-party solutions used in the provision of parking services, which have been determined by HUB to be compatible with the PARCS. HUB acknowledges County currently utilizes, or intends to utilize, the following third party solutions and HUB represents to County that such third party solutions are compatible with the PARCS and are capable of interfacing and integrating with the PARCS: SunPass, the pre-booking parking reservation system and software provided by AeroParker, and the payment solutions provided by Transportation Network Services, Inc. Interfaces and integrations provided by HUB pursuant to this Agreement shall be fully supported by HUB at no additional cost to County, and HUB shall manage the maintenance of such interfaces and integrations after deployment to the production environment. HUB shall configure the PARCS such that County will have the option to add, modify, or delete integrations or interfaces throughout the Term.
- C. HUB shall ensure the PARCS provides real time reporting and various comprehensive standardized reports related to the operation and use of County's parking facilities where the PARCs is utilized, including, but not limited to, system event reports, parking ticket usage reports, financial and statistical data reports, validation reports, and transaction data ("Reports"). All reports must be available online and on demand for designated County representatives.
- D. County acknowledges that the Support Services provided under this Agreement does not assure uninterrupted operation of the PARCS, and emergency services may be required outside the Normal Service Coverage Period. If County requests that HUB perform maintenance or repairs outside the Normal Service Coverage Period on an emergency basis, any emergency service will be provided in accordance with the labor rates set forth in Exhibit A-1.
- E. HUB shall maintain a sufficient inventory of new common replacement parts as spare parts ("Spare Parts") to ensure timely completion of maintenance and repairs, including the parts listed in Exhibit A-2, as may be updated from time to time upon agreement of the parties. HUB agrees to provide County an updated inventory list upon request. Except as provided for herein, Spare Parts shall be provided on a replacement basis at no additional cost to County, and HUB shall be responsible for replenishing Spare Parts as the Spare Parts are installed. In the event an installed part is damaged or destroyed beyond repair by a third party or an act of god, including weather events or a natural disaster, HUB shall invoice County for the

cost of replacing the damaged or destroyed part with a Spare Part, which shall be paid by County as Additional Services in accordance with Section 6.09. Spare Parts shall be considered the property of HUB until installed and shall be considered the property of County upon installation. The Technician (as hereinafter defined) shall provide the County's Representative with a written inventory of the Spare Parts on a monthly basis and shall reconcile the written inventory with the physical inventory at the Airport on a monthly basis, which shall identify each Spare Part by number, type, description and location; where each Spare Part was installed during the preceding month, if any; and whether any Spare Parts require replenishment. The County Representative shall have the right to audit the inventory of Spare Parts. In the event of a discrepancy between the physical inventory and Spare Parts, HUB shall be responsible for the replacement of any Spare Parts not properly accounted for in the inventory at HUB's sole cost and expense.

5.07 County's General Obligations.

- A. County shall be responsible for maintaining any components of County's network, fiber optic cabling, fiber switches, and servers and associated service equipment and Software necessary for the operation of the PARCS. County shall be responsible for all required utility services for the operation of the PARCS, including electric, telephone and internet services.
- B. County agrees to provide HUB representatives, including the Technician, with access to the PARCS and supporting infrastructure for performance of the services provided by HUB under this Agreement.

5.08 Onsite Technician.

- A. Commencing January 1, 2026, HUB shall provide a dedicated on-site certified/trained Technician ("<u>Technician</u>") to independently provide and perform routine Support Services to the PARCS at the Airport. The Technician shall perform such services at the Airport eight (8) hours each Business Day ("<u>Normal Service Coverage Period</u>").
- B. The Technician shall have extensive knowledge of the PARCS hardware and its connectivity to the PARCS network and power and software configurations and to be capable of independently repairing and updating the PARCS hardware and software configurations. The Technician shall have technical experience and knowledge to efficiently communicate and work with the HUB remote technical and software support staff as well as the County's IT staff. HUB shall submit the proposed job description for the Technician to the County and the proposed Technician's resume to County prior to the start date of the Technician for review and approval, which may be granted or withheld in County's sole discretion. County shall have the right to interview the proposed Technician prior to approval by County. County may request HUB to replace the Technician during the Term of this Agreement if County determines, in its reasonable discretion, that the

Technician has failed to adequately perform the services assigned to the Technician hereunder or the Technician presents a safety or security concern. County agrees to provide HUB with notice of service concerns and failures and provide HUB with a reasonable opportunity to resolve such concerns or failures prior to requiring replacement. Notwithstanding the foregoing, County shall have the right to require any employee of HUB, including the Technician, determined by County, in its sole discretion, to present a security of safety concern. HUB shall have ninety (90) days from the date of County's written notification requiring replacement of the Technician to replace the Technician with a County-approved replacement.

- C. The Technician shall be responsible for performing Support Services, assisting to resolve emergencies, and coordination of Projects with the assistance and planning guidance provided by the HUB national service manager and Project Management Office. The Technician shall respond to service requests in accordance with the SLA Required Response Times in <u>Table 3</u>.
- D. The Technician shall work with the HUB remote support team and County, its parking management contractor ("Parking Contractor") and their designated representatives to resolve service issues as needed. The Technician shall train County and/or its representatives to perform basic tasks such as loading/unjamming paper stock, rebooting the lane devices, and manually opening/closing gates in the entry and exit lanes, although such services shall be the responsibility of the Technician during the Normal Service Coverage Period.
- E. The Technician shall maintain a log of all maintenance and repairs performed in the HUB Automated Help Desk System, including, but not limited to, preventative maintenance, repairs, emergency services and Project work, completed each day. The Technician shall report to designated County offices and sign in on a log provided by the County Representative each day upon arrival at the Airport and sign out on the log each day prior to departing the Airport. The Technician shall review and coordinate the daily maintenance schedule establishing the work to be completed each day with the County Representative and/or Parking Contractor, as directed by the County Representative, prior to the start of work. At the end of each Business Day, the Technician shall enter the work performed that day into the HUB Automated Help Desk System. HUB acknowledges and agrees that County may withhold payment for the Technician's services for failure to follow the procedures outlined in this paragraph, including logging his/her arrival and departure each day, reviewing the maintenance schedule prior to the start of work with the Parking Contractor and/or County Representative and timely documenting the work completed each day in the HUB Automated Help Desk System until the required procedures are consistently adhered to by the Technician.
- F. The Technician shall notify the County Representative of personal time off at least two (2) weeks in advance. HUB shall provide an alternate Technician, who has substantially the same or better qualifications and work experience as the Technician, to work on-site during this time. If the dedicated Technician requires

- sick time off, the Technician shall notify the County Representative of his/her absence, and HUB shall provide an alternative Technician to provide the required services until the dedicated Technician returns to work for all absences of more than two (2) consecutive days (sixteen (16) hours).
- G. In the event an alternative Technician is not provided when the dedicated Technician is unavailable or the Technician fails to properly document the required number of hours worked ("<u>Unaccounted Hours</u>") in the HUB Automated Help Desk System, the quarterly invoice for the payment for Routine Maintenance Services shall be reduced by an equivalent number of hours at the PARCS Technician hourly labor rate set forth on Exhibit A-1, determined as follows: PARCS Technician labor rate set forth on Exhibit A-1 multiplied by the Unaccounted Hours (Labor Rate x Unaccounted Hours = quarterly invoice deduction/credit).
- H. If the dedicated Technician works on a Project during the Normal Service Coverage Period ("Project Work Hours"), the labor for such work shall be deducted from the Project cost, determined as follows: PARCS Technician labor rate set forth on Exhibit A-1 multiplied by the Project Work Hours (Labor Rate x Project Work Hours = Project cost deduction/credit.
- I. Unaccounted Hours and Project Work Hours shall be rounded to the nearest quarter hour (15 minute) increment. Time from one (1) to seven (7) minutes will be rounded down, and time from eight (8) to fourteen (14) minutes will be rounded up and counted as a quarter hour of work time.
- J. In the event the Technician completes all assigned tasks while on duty during the Normal Service Coverage Period, the County Representative may assign the Technician additional duties associated with the PARCS and related systems and infrastructure to ensure the Technician is working the required number of hours to satisfy the Normal Service Coverage Period, which may include training parking management staff on use of PARCS, assisting parking management staff with PARCS-related issues, testing functionality of the PARCS and related systems and infrastructure, preparing reports and other similar duties. HUB shall coordinate with the County Representative to provide time for HUB required meetings with the Technician, development training and other activities related to the Technician's duties under this Agreement.

5.09 Software Maintenance.

A. During the Term of this Agreement, HUB shall ensure Software and firmware are maintained to ensure the proper functionality of the PARCS. HUB shall provide any and all standard Software and firmware updates (hereinafter collective referred to as "Software Updates"), including, but not limited to, error corrections, bug fixes, security updates and patches and upgrades, necessary to ensure the proper functionality of the PARCS. HUB shall provide notification to the County Representative of any Software Updates at least two (2) Business Days prior to implementation, which shall include, at a minimum, the proposed date and time of

- implementation, a detailed description of the what the revision, update, patch or upgrade accomplishes, and disaster recovery procedures.
- B. HUB shall provide remote diagnostic technical assistance through a Help Desk to resolve standard Software functionality and user errors/problems, which shall be available to County and its representatives twenty-four (24) hours per day by calling (844) 482-7275 extension 1. In the event the Help Desk's telephone number will be changed, HUB shall notify the County Representative no less than two (2) Business Days in advance of such change.
- C. Remote programming performed by off-site support staff at County's request shall be invoiced to County at HUB's then current rates. Remote programming includes configuration changes requested by County to update parking rates, messaging, and Software features that are currently in production.
- D. Software Updates performed remotely by HUB shall be at no additional cost to County through the Help Desk. If County requests on-site installation, County agrees to pay for additional labor charges required to install such Software Updates, which shall be at a rate equal to or less than the most favorable rate offered by HUB to any client for similar services.
- E. HUB shall provide training for all new features purchased by the County at no additional charge, which shall be provided at the Airport. HUB shall coordinate the training schedule with the County Representative at least two (2) weeks prior to the start of training. HUB shall provide training materials for County to review in advance of on-site training. At the end of each training session, HUB shall require the participants sign a certificate of completion confirming that they understand the content of the training session. The certificates will be submitted to the County Representative following training. HUB shall also provide one (1) day of remote training each quarter via a video conference call.
- F. HUB shall provide County a five (5%) discount on all new Software purchases.

Article 6 - Renewal and Replacement Projects

- 6.01 Renewal and Replacement. In addition to the Support Services, HUB shall be required to complete certain renewal and replacement projects as further detailed in this Article 6. Projects shall be completed in accordance with the approved schedule unless otherwise approved by the County Representative in writing. The County Representative shall consider circumstances beyond the reasonable control of HUB when granting or denying a request for an extension to the deadline for completion of a Project.
- 6.02 <u>Phase 1 Projects.</u> Unless otherwise approved by the County Representative in writing, HUB shall complete the renewal and replacement projects (hereinafter collectively referred to as "<u>Phase 1 Projects</u>") listed in <u>Table 4</u> below in accordance with the proposals submitted to County.

6.03 Phase 1 Project Costs. The amount to be paid by County for each Phase 1 Project shall not exceed the amount listed in the fee schedule set forth in <u>Table 4</u> below for a total not to exceed amount of Eight Hundred Twenty-Five Thousand, Two Hundred Forty Nine Dollars and 45/100 (\$825,249.45) for the Phase 1 Projects. HUB acknowledges and agrees that, as of Payment Application No. 4 dated April 10, 2025, HUB has been paid Seven Hundred Seventeen Thousand, Four Hundred Sixty-Two and 82/100 (\$717,462.82) by County in Phase 1 Project costs.

TABLE 4. PHASE 1 PROJECTS				
Quote No.	Description of Project	Total Project Cost		
QTD-2621; QTE 5946	License Plate Inventory Handheld System Configured to WebPARCS	\$23,679.55		
QTD-3150	Additional Fee Computer at Economy Lot	\$7,278.92		
QTD-3050	Secure Intercoms Update	\$17,978.60		
QTD-2740	Toll Plaza Booth Re-work	\$24,782.50		
QTD-927	WebBrix Configured to WebPARCS	\$59,818.53		
QTD-2439; QTE 5135; QTE 5772	UPS Batteries Replacement	\$34,713.03		
QTD-3052	Airport Network Update	\$73,565.26		
QTD-1702-A; QTE 5680; QTE 5562; QTE 7149; QTE 7613; QTE 8004; QTF 9945; QTF 12352	Parking Access and Revenue Control Station Update	\$583,433.06		
TOTAL		\$825,249.45		

- 6.04 <u>Phase 2 Projects.</u> HUB shall complete the renewal and replacement projects set forth in the proposals, attached hereto and incorporated into this Agreement as <u>Exhibits B-1</u> through <u>B-10</u>, and as further summarized in the <u>Table 5</u> below (hereinafter collectively referred to as "<u>Phase 2 Projects</u>"). Each Phase 2 Project shall be completed by HUB within the number of days set forth in <u>Table 5</u> below from the notice to proceed ("NTP") provided by County. HUB shall give priority to the completion of Projects B-6, B-7, B-8 and B-10.
- 6.05 <u>Phase 2 Project Costs.</u> The amount to be paid by County for each Phase 2 Project shall not exceed the amount listed in the fee schedule set forth in <u>Table 5</u> below for a total not to exceed amount of Four Hundred Sixty-Three Thousand, Eight Hundred Seventy-Eight Dollars and 57/100 (\$463,878.57) for the Phase 2 Projects.

		TABLE 5. PHASE 2 PROJEC	CTS	
Quote No.	Exhibit No.	Description of Project	Total Project Cost	Number of Days from delivery to Complete (Note this accounts for working days only)
QTF-9143-A	Exhibit B-1	Bus 1 & Bus 2 Lane Upgrade	\$30,383.74	14 days
QTF-9775	Exhibit B-2	UPS Batteries Replacement	\$65,050.92	28 days
QTF-9779	Exhibit B-3	Open/Closed Lane Signs	\$5,120.00	35 days
QTF-9784	Exhibit B-4	Fee Displays	\$8,902.80	42 days
QTF-9785	Exhibit B-5	Premium Pass Lane	\$7,069.18	47 days
QTF-9786	Exhibit B-6	Barcode Scanners for Reservations	\$100,986.03	57 days
QTF-9928-A	Exhibit B-7	EMV Chip and NFC Credit Card Readers	\$69,714.08	71 days
QTF-9790-B	Exhibit B-8	Survision LPR Cameras	\$96,551.82	101 days
QTF-11816	Exhibit B-9	Test Environment Server Instance Set Up	\$920.00	103 days
QTF-12752	Exhibit B-10	HUB Integration with Reservation System	\$4,180.00	105 days
NA	Owner's Contingency	TBD by County	\$75,000.00	N/A
		TOTAL	\$463,878.57	

6.06 Project Coordination.

- A. Prior to commencement of each Project, HUB shall conduct a planning meeting with County and its representatives. To the extent applicable, the planning meeting shall address the Project schedule (to be approved by County), tasks to be completed by HUB and other parties, drawings, installation methods, product data sheets, documents describing the functionality for new equipment and Software, and test scripts.
- B. For each Project, HUB shall conduct weekly progress meetings with County and its representatives until Final Acceptance of the Project by County.
- C. The parties shall conduct testing to determine whether the equipment, Software and/or systems provided for in each Project will function properly as expected. If the Project includes new equipment, Software and/or systems, the Project equipment, Software and/or systems must pass acceptance testing prior to putting it into production as provided for herein. For Projects impacting lane functionality, lane hardware modifications shall be made by HUB for one (1) production entry lane and one (1) production exit lane (lanes used will be determined by the County). HUB shall connect these two (2) production lanes to the Test Environment ("TE") server invoicing the labor to connect to the TE server at the hourly Additional Support Services Rate established for services performed during the Normal Service Coverage Period in Exhibit A-1. As part of the Support Services, HUB shall set up and maintain the PARCS Software for the TE server in accordance with Exhibit B-9. After successful completion of the TE tests, HUB shall install the new Software into the production server, point the TE lane hardware to the production server, and install the new equipment for the remaining lanes.

- D. For each Project, acceptance testing of the Software and equipment shall be performed by the County and/or its representatives with a HUB representative that is knowledgeable in the equipment and Software provided for the Project. During the planning phase, HUB shall submit to the County the test scripts for review and approval. After each test, the open and failed test items shall be place on a Project punchlist. After the punchlist is completed and all Software and equipment have performed without issues for a period of thirty (30) consecutive calendar days, the Project will be accepted by the County ("Final Acceptance").
- E. No less than two (2) weeks before the new equipment, Software and/or systems are put into production, HUB shall provide training to the County and/or its representatives. At least two (2) weeks before the scheduled training, HUB shall submit the training plan and materials for the County Representative for approval.

6.07 Payment of Invoices for Project Costs.

- A. <u>Invoices for Phase 1 Project Costs.</u> HUB shall invoice County for the remaining Phase 1 Project cost upon completion of the Phase 1 Projects and written confirmation from the County Representative of Final Acceptance.
- B. <u>Invoices for Phase 2 Project Costs/Additional Services.</u>
 - 1. Notwithstanding any provision of this Agreement to the contrary, for Phase 2 Projects set forth in Exhibits B-1 through B-8, HUB shall submit an invoice to County for twenty-five percent (25%) of the Project Cost upon written confirmation that equipment for the applicable Project has been ordered.
 - 2. For the Phase 2 Projects set forth in Exhibit B-1 through B-7, HUB shall submit an invoice to County by lane for an additional sixty percent (60%) of the total cost of the components installed in each entry/exit lane after the components are completed, tested, and placed in operation in such lane.
 - 3. For the Phase 2 Project set forth in Exhibit B-8, HUB shall submit an invoice to County for an additional sixty (60%) of the Project total cost after all components are completed, tested, and placed in operation.
 - 4. For the Phase 2 Projects set forth in Exhibit B-9 and B-10, HUB shall submit an invoice to County for eighty-five percent (85%) of the Project total cost when the Project components are completed, tested, and placed in operation.
 - 5. HUB shall invoice County for the final payment for each Project upon written confirmation from the County Representative of Final Acceptance. The payment terms provided in this Section take precedence over invoice terms that may be included in any quotes/proposals provided by HUB to

County.

- C. <u>Invoices for Additional Services.</u> HUB shall submit invoices to County in accordance with the proposals approved by County.
- Payment of Invoices. Invoices received from HUB pursuant to this Agreement will D. be reviewed and approved by the County's Representative prior to payment the invoice to ensure the invoice complies with the terms and conditions of this Agreement and the services were completed in conformance with the requirements of this Agreement. Invoices will normally be paid within forty-five (45) days following submission of the invoice by County to the Finance Department of the Palm Beach County Clerk of the Circuit Court and Comptroller's Office in accordance with the Florida Prompt Payment Act. Interest penalties will be paid by County in accordance with the Florida Prompt Payment Act, Florida Statute 218.70 notwithstanding any provision of the Agreement to the contrary. In order for both parties herein to close their books and records, HUB will clearly state "final invoice" on HUB's final billing to the County for each Project. The final invoice shall constitute HUB's certification to County that all services have been properly performed and all charges and costs have been invoiced to County for such Project. Any other charges not properly included on the final invoice for such Project shall be considered waived by HUB. HUB shall invoice subcontractor fees only in the actual amount paid by HUB without markup or other adjustment.
- 6.08 Expenses. Requests for payment of "out of pocket" expenses shall be approved in advance by the County Representative. All requests for payment of "out-of-pocket" expenses shall include copies of paid receipts, invoices, or other documentation acceptable to County. Documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the work described in this Agreement. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.
- Additional Services/Equipment. The parties acknowledge and agree that additional services and equipment, including emergency services, may be required during the Term of this Agreement ("Additional Services"). Rates and charges for Additional Services shall be at the rates and charges set forth in Exhibit A-1 and hardware costs at the rates set forth in Exhibit A-2. HUB shall submit a written proposal for all Additional Services, excluding emergency services, requested by County for review and approval by County Representative. Additional Services shall be completed in accordance with a schedule approved in advance by County Representative, which may be extended subject to the approval of the County Representative. During the remainder of the Initial Term, the total cost of Additional Services shall not exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000). During the Renewal Term(s), the total cost of Additional Services shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
- 6.10 Permits. Unless expressly excluded from a Project in the proposal provided by HUB and

accepted by County, HUB shall be required to obtain all required permits, including, but not limited to, electrical, including low voltage, data installation and/or construction permits, and any other permits necessary for the installation of equipment/systems necessary for the completion of the Project or Additional Services. Costs of permitting incurred by HUB shall be subject to reimbursement hereunder. HUB will install, configure, and maintain all application Software and firmware required by for the completion of each Project and any Additional Services. Unless expressly excluded from a Project or written proposal for Additional Services, HUB must provide the complete installation of all equipment and Software, including site preparation, foundations, communication and power conduits and cables, and hard and soft connections.

- 6.11 <u>Limited Warranty.</u> For a period of one (1) year from the date of Final Acceptance of each Project, HUB represents and warrants to County that any equipment or components provided by HUB for the completion of such Project shall be free from defects in workmanship and material. This warranty does not cover any failure of components or equipment resulting from the use of any component or equipment in a manner other than that for which they were intended; (b) any modification of the components or equipment by County that is not authorized by HUB; (c) any failure caused by a third party or County or its employees, agents, or contractors; or (d) any failure caused by a weather event or vandalism. During such warranty period, HUB shall repair or replace any defective components or equipment at no additional cost to County.
- 6.12 Software Warranty. During the Term, HUB represents and warrants to County that the Software provided to County under this Agreement shall be without material defect under normal operating use and perform substantially in accordance the Documentation; provided, however, County acknowledges and agrees that HUB is not warranting that the Software will operate without interruption or error. In the event of Software failure, HUB agrees that it shall HUB shall use all reasonable efforts, consistent with industry standards, to promptly remedy the cause of any failure and restore functionality of the Software at no additional cost to County. This warranty shall not cover any failure of Software resulting from: (a) use of the Software in other than a manner for which it was intended; (b) any modification of the Software by County that is not authorized by HUB; or (c) County providing improperly formatted data to be processed through the Software.
- 6.13 PCI Compliance. HUB warrants and represents that the PARCS hardware and software, processes (both manual and automated), policies, procedures, reports, network architecture, data storage schemes and other products and services provided by HUB and its third-party suppliers shall comply with all Payment Card Industry (PCI) Security Standards, including, but not limited to, the most current Payment Application Data Security Standard (PA-DSS), PCI Data Security Standard (PCI DSS), and Europay MasterCard Visa (EMV) standards once EMV is installed and implemented at the Airport. HUB shall submit evidence that the PARCS is PCI certified and maintain a valid PCI Report of Compliance which shall be submitted annually to the County. HUB shall also submit annually to the County the relevant System and Organization Controls (SOC) II report for IT security standards. The County provides the PARCS servers and network and will maintain PCI compliance for their responsible areas. To the extent an industry timeline

- is adopted by the PCI Security Standard Council for the implementation of a new standard, HUB warrants and represents to County that the PARCS will be fully compliant with the new standard on or before the deadline established by the PCI Security Standards Council.
- 6.14 <u>Disclaimer of Warranties.</u> EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THE PARTIES AGREE THAT HUB MAKES NO WARRANTY OF ANY KIND REGARDING THE SOFTWARE, EQUIPMENT OR COMPONENTS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

<u>Article 7 – Indemnification</u>

- 7.01 <u>Indemnification</u>. HUB shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all third-party claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including County's attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of the HUB's performance of this Agreement or due to the acts or omissions of HUB, its agents, employees and/or its representatives. This Article shall survive termination or expiration of this Agreement.
- 7.02 <u>Limitation of Liability.</u> Neither County nor HUB shall be liable to the other party for any damages under this Agreement in excess of the total not to exceed amount of this Agreement set forth in Section 4.02. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABILE TO THE OTHER PARTY FOR ANY LOST OPPORTUNITY OR PROFITS OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNTATIVE OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE).

Article 8 - Insurance

- 8.01 <u>Maintenance of Insurance</u>. HUB shall maintain, on a primary basis, at all times during the Term of this Agreement and any extension thereof, the following insurance coverages, limits and endorsements described in this Article. The requirements contained herein, as well as County's review or acceptance of insurance maintained by HUB is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by HUB under this Agreement.
- 8.02 <u>Insurance Expense</u>. All insurance coverages, limits and endorsements described in this Article shall be paid at HUB's sole cost and expense.
- 8.03 <u>Commercial General Liability</u>. HUB shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a

primary basis.

- 8.04 <u>Business Automobile Liability</u>. HUB shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event HUB does not own automobiles, HUB shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event vehicles are owned by County, coverage shall include Liability and Physical Damage coverage for all County-owned vehicles in the care, custody and control of HUB. Coverage shall be provided on a primary basis.
- 8.05 Worker's Compensation Insurance & Employers Liability. HUB shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.
- Technology Errors & Omissions Liability. HUB shall maintain Technology Errors & 8.06 Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of HUB's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, HUB warrants the Retroactive Date equals or precedes the effective date of this Agreement. 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 Term of this Agreement, HUB shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Term of this Agreement. The requirement to purchase a SERP shall not relieve HUB 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. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- Additional Insured. HUB shall endorse County as an Additional Insured with a "CG026 Additional Insured Designated Person or Organization" endorsement on all policies with the exception of Worker's Compensation. "Additional Insured" endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470 (properties@pbia.org)", or as otherwise approved or modified by County.
- 8.08 <u>Waiver of Subrogation</u>. HUB agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit HUB to enter into any pre-loss agreement to waive subrogation without an endorsement, then HUB 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 specifically prohibiting such an endorsement, or voids coverage should HUB enter into such an agreement on a pre-loss basis.
- 8.09 Certificate(s) of Insurance. HUB shall deliver to County or County's designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to the Effective Date. HUB shall promptly deliver to County or its designated contractor certificate of insurance(s) with respect to each renewal policy, as necessary, to demonstrate continued compliance with the requirements of this Article. Renewal certificate(s) shall be delivered to County or its designated contractor not less than five (5) Business Days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to County. The foregoing notice requirement shall not be construed to waive the insurance requirements contained herein. County may change the contractor designated for receipt of required insurance certificate(s) hereunder and modify endorsement language required pursuant to this Article from time-to-time upon written notice to HUB.
- 8.10 <u>Umbrella or Excess Liability</u>. HUB may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability Insurance under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability Insurance. HUB shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability, unless the certificate of insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- 8.11 <u>Deductibles, Coinsurance, & Self-Insured Retention</u>. HUB shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.
- 8.12 Right to Review. County reserves the right, but not the obligation, to review and revise any insurance requirement, including, but not limited to, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally. Upon written request, HUB shall provide insurance policies to County with confidential material redacted.
- 8.13 <u>Subcontractor's Insurance</u>. HUB shall cause each subcontractor employed by HUB to purchase and maintain Business Automobile Liability insurance of the type and amount

- specified herein. When requested by County, HUB shall obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- 8.14 No Representation of Coverage Adequacy. HUB acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. HUB agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect HUB against any loss exposures, whether as a result of this Agreement or otherwise.

Article 9 - Termination

- 9.01 <u>Default.</u> The failure of either party to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by such party shall be considered a default of this Agreement by such party.
- 9.02 <u>Termination by HUB.</u> This Agreement may be terminated by HUB with cause upon thirty (30) Business Days' prior written notice to County in the event of a default of this Agreement by County when default is not cured by County within the thirty (30) Business Days of HUB's notice.
- 9.03 Termination by County. This Agreement may also be terminated, in whole or in part, by County, with cause upon five (5) Business Days' written notice to HUB in the event a default of this Agreement by HUB or without cause upon ninety (90) days' written notice to HUB. Unless HUB is in default of this Agreement, HUB shall be paid for services rendered through the date of termination. After receipt of a termination notice, except as otherwise directed by County, in writing, HUB shall:
 - A. Stop work on the date and to the extent specified;
 - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - C. Transfer all work in process, completed work, and other materials related to the terminated work to County; and
 - D. Continue and complete all parts of the work that have not been terminated.

Article 10 - Security

10.01 <u>Compliance with Laws.</u> HUB hereby agrees to fully comply with all applicable federal, state and local laws, regulations, orders, and directives regulating airport security and all security programs, policies and procedures established thereunder for the Airport, as now or hereafter amended, including, but not limited to, 49 CFR 1542 and the Airport Security Program.

- 10.02 <u>Data Privacy.</u> HUB shall comply with all applicable data and privacy laws and regulations and shall ensure that County data processed, transmitted, or stored by HUB is not accessed, transmitted, or stored outside the United States. HUB shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information that HUB may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County.
- 10.03 Security Policies. HUB agrees to adhere to: (a) County's information/data security policies and procedures for all systems installed or maintained by HUB pursuant to the Agreement, regardless of location, that process, store, or transmit County or third party data or may provide access to County's information technology or operational technology systems; and (b) to employ information/data security controls in accordance with all applicable federal, state and local laws, regulations, orders, and directives, as now or hereafter amended. HUB shall provide County, upon request, with its PCI-DSS Attestation of Compliance (AOC) that validates that HUB meets the data privacy and information security procedures and protocols upon request, which shall be consistent with recognized industry standards and best practices (e.g., NIST Cybersecurity Framework), and provide initial and recurrent cybersecurity training for all persons that provide services to County pursuant to the Agreement to ensure that the security and confidentiality of County data and systems are protected. HUB will implement and comply with its data privacy and information security procedures and protocols. Upon County's request, HUB agrees to provide County with evidence, reasonably satisfactory to County, documenting its compliance with the requirements of this paragraph. HUB agrees to immediately notify County of all cybersecurity incidents, including, but not limited to, a compromised email account, unauthorized access to a database, or ransomware. In the event of a cybersecurity incident, HUB agrees to cooperate fully with County's response team in the event County data or systems are compromised and provide County with an after-action report summarizing the incident, including the incident's resolution and any insights gained.

Article 11 - Miscellaneous

11.01 Nondiscrimination in County Contracts. County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, HUB warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of this Agreement. As a condition of entering into this Agreement, HUB represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, HUB shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor

shall HUB retaliate against any person for reporting instances of such discrimination. HUB 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 County's relevant marketplace in Palm Beach County. HUB 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 or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Consultant shall include this language in its subcontracts.

- 11.02 Federal Contract Provisions. HUB acknowledges and agrees that this Agreement shall be subject, and subordinate, to the provisions of any existing or future agreement between County and the United States of America or State of Florida, and their respective agencies, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal or state funds, including, without limitation, grant agreements and associated assurances, which shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. HUB shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit C, as may be amended. County agrees to provide HUB with written notice of any new or amended Federal Contract Provisions, which modify HUB's obligations hereunder. In the event of conflict between any provision of this Agreement and the Federal Contract Provisions, the parties acknowledge and agree the provisions of the Federal Contract Provisions shall prevail.
- 11.03 VSS Registration Required. In order to do business with Palm Beach County, Consultants are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.pbc.gov. If Consultant intends to use subconsultants, Consultant must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub consultant register in VSS. County will not finalize a contract award until the County has verified that HUB and all of its sub-consultants are registered in VSS.
- 11.04 <u>Disclosure and Ownership of Documents.</u> HUB shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement. To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by HUB and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County. All

covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

- 11.05 Public Records, Access and Audits. HUB shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. County shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at HUB's place of business. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the HUB: (a) provides a service; and (b) acts on behalf of County as provided under Section 119.011(2), F.S., HUB shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. HUB is specifically required to:
 - A. Keep and maintain public records required by County to perform services as provided under this Agreement.
 - B. Upon request from County's Custodian of Public Records ("Custodian") or County's Representative, on behalf of Custodian, provide County 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. HUB 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 Agreement term and following completion of the Agreement, if HUB does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to County.
 - D. Upon completion of this Agreement, HUB shall transfer, at no cost to County, all public records in possession of HUB unless notified by County's Representative, on behalf of County's Custodian, to keep and maintain public records required by County to perform the service. If HUB transfers all public records to County upon completion of the Agreement, HUB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HUB keeps and maintains public records upon completion of this Agreement, HUB shall meet all applicable requirements for retaining public records. All records stored electronically by HUB must be provided to County upon request of

County's Custodian or County's Representative, on behalf of County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

HUB 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. Failure of HUB to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF HUB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HUB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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."

11.06 Scrutinized Companies.

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, HUB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if HUB is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of County.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, HUB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
- C. If County determines, using credible information available to the public, that a false certification has been submitted by HUB, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.
- 11.07 <u>Public Entity Crimes</u>. As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof,

HUB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

- 11.08 <u>Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern.</u> Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, HUB certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of Fifty Thousand Dollars (\$50,000) or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.
- 11.09 <u>Regulations.</u> HUB shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. HUB is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

11.10 E-Verify – Employment Eligibility.

- A. HUB warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and that it uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of HUB's subcontractor's performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- B. HUB shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. HUB shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontractor and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.
- C. County shall terminate this Agreement if it has a good faith belief that HUB has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that HUB's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify HUB to terminate its contract with the subcontractor and HUB shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, HUB shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement

was terminated. In the event of such termination, HUB shall also be liable for any additional costs incurred by County as a result of the termination.

11.11 Law and Venue; Remedies; No Third Party Beneficiaries

- A. 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.
- B. 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.
- C. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or HUB.
- 11.12 <u>Successors and Assigns; Assignment.</u> The County and HUB each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor HUB shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other.
- 11.13 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail or, if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

To County:
Palm Beach County Department of Airports
Attn: Director of Airports

846 Palm Beach International Airport West Palm Beach, FL 33406-1470

With a copy to: Palm Beach County Attorney's Office Attn: Airport Attorney 301 N. Olive Ave., Suite 601 West Palm Beach, FL 33401

To HUB:

HUB PARKING TECHNOLOGY USA, INC.

Attn: Roger Slayton

761 Commonwealth Drive, Suite 204

Warrendale, PA, 15086

Either party may change the address to which notices under this Agreement shall be given, upon three (3) days prior written notice to the other party.

- 11.14 Contingency Fee. HUB represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for HUB, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.15 <u>Truth-In-Negotiation Representation.</u> HUB's compensation under this Agreement is based upon its representations to County, and HUB certifies that the wage rates, factual unit costs, and other information supplied to substantiate HUB's compensation, including without limitation those made by HUB during the negotiation of this Agreement, are accurate, complete, and current as of the date HUB executes this Agreement. HUB's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 11.16 <u>Performance</u>. The parties expressly agree that time is of the essence in this Agreement and the failure by HUB to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.
- 11.17 Non-waiver. The failure of County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
- 11.18 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- 11.19 <u>Independent Contractor.</u> HUB or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.
- 11.20 Consent and Action. Whenever this Agreement calls for an approval, action, consent or authorization by the Department or County, such approval, consent, action or authorization shall be evidenced by the written approval of the Director of the Department or his or her designee, including, but not limited to, issuance of notices and assessment of liquidated damages and updates to Exhibit A-2. In the event this Agreement is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and absolute discretion of County or Department.
- 11.21 <u>Human Trafficking Affidavit.</u> HUB warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. HUB has executed <u>Exhibit D</u>, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
- 11.22 <u>Annual Budgetary Funding.</u> County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 11.23 <u>Paragraph Headings</u>. The heading of the various sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement.
- 11.24 Entire Agreement. The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 11.25 <u>Incorporation by Reference</u>. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
- 11.26 <u>Survival.</u> Notwithstanding any early termination of this Agreement, HUB shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon HUB hereunder arising prior to the date of such termination, until satisfied.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST: MICHAEL A. CARUSO CLERK OF THE CIRCUIT COURT AND COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:
By: Deputy Clerk	By:
WITNESSES: Summer Magness Signature Summer Magness Name (type or print)	HUB PARKING TECHNOLOGY USA, INC. By:
Robert Fitzwater DOSDABEF02574ED Signature	Graham Haldeman Typed Name
Robert Fitzwater Name (type or print)	CEO & General Manager Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	
APPROVED AS TO TERMS AND CONDITONS By: Director, Department of Airports	

EXHIBIT A A- 1 -LABOR RATES FOR ADDITIONAL SERVICES A-2 - SPARE PARTS PRICING A-3 -PARCS

EXHIBIT A-1 LABOR RATES FOR ADDITONAL SERVCES

<u>Time</u>	PARCS Technician Rate		Additional Support Services Rate		Description
	On-Site	Remote Help Desk	On-Site	Remote Help Desk	
Straight Time Monday → Friday 8:30 AM to 5:00 PM	\$140 per hour	\$80 per 1/2 hour	\$205 per hour	\$120 per 1/2 hour	Services performed during the Normal Service Coverage Period.
After Hour Time Monday → Friday 5:01 PM to 8:29 AM, and Saturday and Sunday	\$210 per hour	\$110 per 1/2 hour	\$330 per hour	\$180 per 1/2 hour	Rated based upon any time outside of Normal Service Coverage Period.
Premium Time Holidays	\$300 per hour	\$170 per 1/2 hour	\$400 per hour	\$400 per 1/2 hour	Rate for time worked o Holidays.
Trip Charge	See Section 6.08		See Section 6.08		See Section 6.08 regarding travel reimbursement.

Notes:

- (a) Normal Service Coverage Period and Holidays shall have the meanings set forth in Article 2 of the Agreement.
- In the event Additional Services are required for a service call that takes place during time periods covered by multiple service rates, time will be billed at the applicable service rates during the time periods in which the services are performed.
- (c) HUB Service is available by calling (844) 482-7275 ext. 1 or via email at service.usa@hubparking.com.
 (d) After Hours/Emergency Service shall be available 24 hours per day, 7 days per week, 365 days per year (except for leap years, in which case it shall consist of 366 days) by calling (844) 482-7275 ext. 1.
- (e) Parts and materials supplied in connection with work will be priced separately.
- (f) 20% discount for standard Software version upgrades, enhancements, and labor charges required to install such version upgrades and enhancements.

 (g) Additional retraining at a 25% discount on HUB's established rates. Such retraining can be held at the nearest HUB Client
- Support Center when available or provided remotely when available.
- (h) 5% discount on new Software purchases, including JPass mobile parking applications.

EXHIBIT A-2 SPARE PARTS PRICING/QUANTITY

Spare Part	Co	ost Per Unit	Quantity To Be Maintained by HUB Technician
HID Mini Proximity Reader	\$	273.92	2
Gate Controller	\$	1,358.22	4
PCX Door Handle	\$	199.46	2
PCX III CONTROL UNIT	\$	723.46	2
Reciept Printer (Station)	\$	1,074.02	3
Reciept Printer (FCXR)	\$	429.00	1
Gate Power Supply	\$	358.05	2
Secure Intercom 800A	\$	392.00	2
Jupiter PCX Power Supply	\$	450.69	2
UCD	\$	4,400.00	4
Ticket Feeder with Escrow	\$	1,929.00	2

EXHIBIT A-3 PARCS

PARCS supported by HUB includes, but is not limited, to the following:

1. Software Systems, including:

- a. WebPARCS parking management system (includes Command Center and validation software)
- b. Adapt credential management system
- c. WebBrix credential management system
- d. License Plate Recognition system
- e. Intercom system
- f. OmniQ License Plate Inventory system (current LPI system)
- g. Survision Mobile License Plate Inventory system (future MLPI system)
- h. Credit card system including future EMV implementation
- i. SunPass Interface
- j. Prebooking Reservation Interface
- k. All software including third-party software provided by HUB as part of the PARCS solution

2. Hardware, including:

- a. Entry stations
- b. Exit stations
- c. Cashier stations
- d. Barrier gates
- e. Induction loops
- f. Proximity card readers
- g. Barcode readers
- h. AVI readers
- i. LPR cameras
- j. EMV credit card terminals (provided by the payment gateway but installed and maintained by HUB)
- k. Electronic lane signage
- 1. UPS units
- m. All hardware provided by HUB as part of the PARCS
- n. All components within the hardware

EXHIBIT B PHASE 2 PROJECTS



QTF-9143-A Bus 1 & Bus 2 Upgrade

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	March 4, 2025

NOTES: Exclusions:

- NOTES: Exclusions:

 1. Infrastructure as needed including concrete, conduit, fiber, and cabling

 2. Network Switches and SFPs as needed

 3. Bus 1 is only used by the parking shuttle bus and is a shared entry/exit lane equipped with AVI and a gate.

 4. Bus 2 is equipped as separate entry and exit lanes but share a single gate. Each lane has an AVI, prox reader, intercom and gate.

 Solution Summary

Product	Quantity	Price (USD)
Encompass® 4 Readers, 915 MHz, Dual Protocol, Internal Antenna, Super eGo (SeGo)/ATA protocols, RS232 for BUS 1	2	10,294.20
HID Edge Evo Solo ESH400-K or equivalent for BUS 1	2	1,393.80
Power Supply 12 VDC for BUS 1	2	6266
NEMA Enclosure for BUS1	1	1,978.57
Encompass® 4 Readers, 915 MHz, Dual Protocol, Internal Antenna, Super eGo (SeGo)/ATA protocols, RS232 for BUS 2	2	10,294.20
HID Edge Evo Solo ESH400-K or equivalent for BUS 2	4	2,787.60
Power Supply 12 VDC for BUS2	4	125.32
Single Button Door Station for BUS2	2	348.60
Housing Reader/Intercom Combined for BUS2	2	507.20
HID Mini Proximity Reader for BUS2	2	547.84
Installation (Rate: \$170 per Hour)	10	1,700.00
Freight	1	343.75
THE PRICE		30,383.74

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

Solution Details - Page 1

Quote Number: QTF-9143-A CONFIDENTIAL (IF APPLICABLE)

2-Jul-2024 4-Mar-2025



QTF-9775 UPS Batteries Replacement

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	August 25, 2024

NOTES: Exclusions:

Drawings
 Permitting

Solution Summary

Product	Quantity	Price (USD)
Alpha UPS for Lane LX2	1	3,744.41
Alpha UPS for Lane LX10	1	3,744.41
Alpha UPS for Lane ST1	1	3,744.41
Alpha UPS for Lane ST2	1	3,744.41
Alpha UPS for Lane P9	1	3,744.41
Alpha UPS for Lane ECO11	1	3,744.41
Alpha UPS for Lane ECO15	1	3,744.41
Alpha UPS for Lane FLIGHT	1	3,744.41
Alpha UPS for Lane BUS1	1	3,744.41
Alpha UPS for Lane TAXI ENTRY	1	3,744.41
Alpha UPS for Lane TAXI EXIT	1	3,744.41
Alpha UPS for Lane TSA1	1	3,744.41
SubContractor Installation - Removal of Existing UPS Units and Replace with New UPS	1	19,368.00
Units		
Freight	1	750.00
THE PRICE		65,050.92

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

Quote Number: QTF-9775 CONFIDENTIAL (IF APPLICABLE)

Solution Details - Page 1

14-Mar-2024 25-Aug-2024



QTF-9779 Open/Closed Lane Signs

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	March 3, 2025

Solution Summary

Product	Quantity	Price (USD)
Open/Closed Sign for Lane ST1	1	1,047.50
Open/Closed Sign for Lane ST2	1	1,047.50
Open/Closed Sign for Lane LT4	i	1,047.50
Open/Closed Sign for Lane LT5	1	1,047.50
Installation (Rate: \$170 per Hour)	4	680.00
Freight	1	250.00
THE PRICE		5,120.00

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

Solution Details - Page 1

Quote Number: QTF-9779 CONFIDENTIAL (IF APPLICABLE)



Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	March 3, 2025

Note: External booth fee displays

Solution Summary

Product	Quantity	Price (USD)
Fee Display for Lane LX10	1	2,302.00
Fee Display for Lane ECO14	1	2,302.00
Fee Display for Lane ECO15	1	2,302.00
Fee Display Cover for Lane LX2	1	53.68
Fee Display Cover for Lane LX3	1	53.68
Fee Display Cover for Lane LX5	1	53.68
Fee Display Cover for Lane LX6	1	53.68
Fee Display Cover for Lane LX8	1	53.68
Fee Display Cover for Lane LX10	1	53.68
Fee Display Cover for Lane LX11	1	53.68
Fee Display Cover for Lane P12	1	53.68
Fee Display Cover for Lane ECO14	1	53.68
Fee Display Cover for Lane ECO15	1	53.68
Installation (Rate: \$170 per Hour)	8	1,360.00
Freight	1	100.00
THE PRICE		8,902.80

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

Quote Number: QTF-9784 CONFIDENTIAL (IF APPLICABLE)

14-Mar-2024 3-Mar-2025

Solution Details - Page 1



QTF-9785 Premium Pass Lanes

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	March 3, 2025

Note: 1 barrier gate and loops for Premium Pass lane. 2 upgraded gate arms for Premium lanes to prompt customers to exit when the gate opens.

Solution Summary

Product	Quantity	Price (USD)
HUB LH Parking Pro Barrier Gate for Premium Pass Lane	1	4,438.48
Microdrive White Octagonal Straight MicroBoom with LED Lights 10 ft for Lane P12	1	844.31
Microdrive White Octagonal Straight MicroBoom with LED Lights 10 ft for Lane P13	1	844.31
Loop Sealant for Premium Pass	2	198.34
2' x 6' Saw Cut Detection Loop for Premium Pass	2	406.24
Freight	1	337.50
THE PRICE		7,069.18

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

Quote Number: QTF-9785 CONFIDENTIAL (IF APPLICABLE)

Solution Details - Page 1

Date Issued: Valid Through:

14-Mar-2024 3-Mar-2025



QTF-9786 Barcode Scanners for Reservation

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	us	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	November 18, 2024

NOTES: Exclusions: 1. Reservations Setup

Solution Summary

Product	Quantity	Price (USD)
Barcode Scanner for Lane LX1	1	2,393.51
Barcode Scanner for Lane LX2	1	2,393.51
Barcode Scanner for Lane LX3	1	2,393.51
Barcode Scanner for Lane LX4	1	2,393.51
Barcode Scanner for Lane LX5	1	2,393.51
Barcode Scanner for Lane LX6	1	2,393.51
Barcode Scanner for Lane LX7	1	2,393.51
Barcode Scanner for Lane LX8	1	2,393.51
Barcode Scanner for Lane LX9	1	2,393.51
Barcode Scanner for Lane LX10	1	2,393.51
Barcode Scanner for Lane LX11	1	2,393.51
Barcode Scanner for Lane P8	1	2,393.51
Barcode Scanner for Lane P9	1	2,393.51
Barcode Scanner for Lane ECO10	1	2,393.51
Barcode Scanner for Lane ECO11	1	2,393.51
Barcode Scanner for Lane ECO14	1	2,393.51
Barcode Scanner for Lane ST1	1	2,565.11
Barcode Scanner for Lane ST2	1	2,565.11
Barcode Scanner for Lane ST3	1	2,565.11
Barcode Scanner for Lane LT4	1	2,565.11
Barcode Scanner for Lane LT5	1	2,565.11
Barcode Scanner for Lane LT6	1	2,565.11
Barcode Scanner for Lane P12	1	2,565.11
Barcode Scanner for Lane P13	1	2,565.11
Barcode Scanner for Lane ECO15	1	2,565.11
Barcode Scanner for FCXR for Lane LX2	1	3,018.08
Barcode Scanner for FCXR for Lane LX3	1	3,018.08

Quote Number: QTF-9786 CONFIDENTIAL (IF APPLICABLE)

Solution Details - Page 1

Date Issued: Valid Through: 14-Mar-2024 18-Nov-2024



Product	Quantity	Price (USD)
Barcode Scanner for FCXR for Lane LX4	1	3,018.08
Barcode Scanner for FCXR for Lane LX5	1	3,018.08
Barcode Scanner for FCXR for Lane LX6	1	3,018.08
Barcode Scanner for FCXR for Lane LX8	1	3,018.08
Barcode Scanner for FCXR for Lane LX10	1	3,018.08
Barcode Scanner for FCXR for Lane LX11	1	3,018.08
Barcode Scanner for FCXR for Lane P12	1	3,018.08
Barcode Scanner for FCXR for Lane ECO14	1	3,018.08
Barcode Scanner for FCXR for Lane ECO15	1	3,018.08
Installation (Rate: \$170 per Hour)	30	5,100.00
Remote Support (Rate: \$170 per Hour)	4	680.00
Freight	1	625.00
THE PRICE		100,986.03

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

Solution Details - Page 2

Quote Number: QTF-9786 CONFIDENTIAL (IF APPLICABLE)

14-Mar-2024 18-Nov-2024



QTF-9928-A EMV Chip and NFC Credit Card Readers

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	November 18, 2024

Solution Summary

Product	Quantity	Price (USD)
Ingenico SELF5000 Card Reader, Jupiter for Lane LX1	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX2	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX3	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX4	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX5	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX6	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX7	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX8	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX9	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX10	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane LX11	1	2,544.00
Ingenico SELF5000 Card Reader, Jupiter for Lane ECO14	1	2,544.00
Ingenico SELF5000 Card Reader, ZEAG for Lane P12	1	2,544.00
Ingenico SELF5000 Card Reader, ZEAG for Lane P13	1	2,544.00
Ingenico SELF5000 Card Reader, ZEAG for Lane ECO15	1	2,544.00
Ingenico Move5000 Terminal for LX2	1	1,821.67
Ingenico Move5000 Terminal for LX3	1	1,821.67
Ingenico Move5000 Terminal for LX4	1	1,821.67
Ingenico Move5000 Terminal for LXS	1	1,821.67
Ingenico Move5000 Terminal for LX6	1	1,821.67
Ingenico Move5000 Terminal for LX8	1	1,821.67
Ingenico Move5000 Terminal for LX10	1	1,821.67
Ingenico Move5000 Terminal for LX11	1	1,821.67
Ingenico Move5000 Terminal for P12	1	1,821.67
Ingenico Move5000 Terminal for ECO14	1	1,821.67
Ingenico Move5000 Terminal for ECO15	1	1,821.67
Ingenico Logistics Fee	1	2,290.00
Installation (Rate: \$170 per hour)	52	8,840.00
Freight	1	385.71
THE PRICE		69.714.08

Quote Number: QTF-9928-A CONFIDENTIAL (IF APPLICABLE)

Solution Details - Page 1

Date Issued: Valid Through:

9-Oct-2024 18-Nov-2024

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included



QTF-9790-B Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
50-40-10	Net 30 Days	October 31, 2025

- NOTES: Subcontractor Installation Scope of Work:

 Provide provisions to saw cut, trench, and restoration (concrete, asphalt) for installation of conduit.

 Provide provisions to mount HUB provided Pelco poles for cameras.

 Provide provisions to install conduit from each of the cameras to the corresponding entry station.

 Provide provisions to pull CAT6 cable and 18/2 wire to each of the ten (10) entry lane LPR camera locations.

 Provide provisions to terminate, test, and label cables.

HUB Installation:
- Provide provisions to mount and test LPR cameras for each of the ten (10) entry lanes.

- Exclusions: 1. Drawings 2. Permitting if required

Solution Summary

Product	Quantity	Price (USD)
Survision LPR Kit for ST1	1	2,943.33
Survision LPR Kit for ST2	1	2,943.33
Survision LPR Kit for ST3	1 1	2,943.33
Survision LPR Kit for LT4	1	2,943.33
Survision LPR Kit for LTS	1 1	2,943.33
Survision LPR Kit for LT6	1	2,943.33
Survision LPR Kit for P8	1	2,943.33
Survision LPR Kit for P9	1 1	2,943.33
Survision LPR Kit for ECO10	1 1	2,943.33
Survision LPR Kit for ECO11	1	2,943.33
Pelco Post and Base for LPR	10	8,101.80

Solution Details - Page 1

Quote Number: QTF-9790-B CONFIDENTIAL (IF APPLICABLE)

Date Issued: Valid Through:

25-Sep-2025 31-Oct-2025



Product	Quantity	Price (USD)
4x PORT POE+ Injector	10	2,014.20
Cisco - SFP (mini-GBIC) transceiver module - 100Mb LAN	20	8,759.60
SubContractor Installation	1 1	36,881.25
Software Development	1 1	3,060.00
HUB Installation and Support (Rate: \$170 per Hour)	40	6,800.00
Freight	1 1	1,501.67
THE PRICE		96,551.82

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

APPROVED		APPROVED	APPROVED			
Authorized Signature	Date	Authorized Signature	Date			
Name	Title	Name	Title			



QTF-11816 Test Environment Server Instance Set-Up

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	US	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	October 30, 2024

Note: One test server PARCS software will be provided and maintained by HUB. Each time the airport wants to convert a production lane to test and back to production, 1 hour labor will be charged.

Solution Summary

Product	Quantity	Price (USD)
WebBrix 1 Client License	1	750.00
HUB Configuration (Rate: \$170 per Hour)	1	170.00
THE PRICE		920.00

Shipping Terms	Taxes				
FOB HUB Parking - Columbus	Sales Tax is not Included				

Solution Details - Page 1

Quote Number: QTF-11816 CONFIDENTIAL (IF APPLICABLE)

Date Issued: Valid Through:



QTF-12752 HUB Integration with Reservation Systems

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS	Palm Beach International Airport	PALM BEACH CO DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT	1000 James L Turnage Blvd	846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470	West Palm Beach, Florida 33415	WEST PALM BEACH, FL 33406-1470
US	us	US
Account Code: 71033	Account Code: 931700	Account Code: 71033

Billing Terms	Payment Terms	Valid Through
	Net 30 Days	February 13, 2025

Solution Summary

Product	Quantity	Price (USD)
AeroParker Integration	1	3,500.00
HUB Installation (Rate: \$170 per Hour)	4	680.00
THE PRICE		4,180.00

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Tax is not Included

Solution Details - Page 1

Quote Number: QTF-12752 CONFIDENTIAL (IF APPLICABLE)

13-Jan-2025 13-Feb-2025

EXHIBIT C FEDERAL CONTRACT PROVISIONS

- **A.** <u>Title VI Clauses for Compliance with Nondiscrimination Requirements.</u> During the performance of this Agreement, HUB, for itself, its assignees, and successors in interest, agrees as follows:
- 1. **Compliance with Regulations:** HUB will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 2. **Nondiscrimination:** HUB, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. HUB will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by HUB for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by HUB of HUB's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** HUB will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, HUB will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to HUB under this Agreement until HUB complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** HUB will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. HUB will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if HUB becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, HUB may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, HUB may request the United States to enter into the litigation to protect the interests of the United States.
- **B.** <u>Title VI List of Pertinent Nondiscrimination Acts and Authorities.</u> During the performance of this Agreement, HUB, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. <u>Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.</u>

- 1. HUB for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that HUB will use the HUB Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
- 2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the HUB Property and any License Area and the facilities thereon and hold the same as if this Agreement had never been made or issued.

D. <u>Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.</u>

HUB for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, HUB will

- maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.
- E. <u>Airport Concession Disadvantaged Business Enterprises ("ACDBE").</u> This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. HUB agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession Agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. HUB agrees to include the aforementioned statement in any subsequent concession Agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further Agreements.
- F. General Civil Rights Provision. HUB agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If HUB transfers its obligation to another, the transferee is obligated in the same manner as HUB. This provision obligates HUB for the period during which the property is owned, used or possessed by HUB and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

EXHIBIT D

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of HUB and attest that HUB does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Michelle Andrews

(signature of officer or representative)

State of Pennsylvania, County of Allegheny

Sworn to and subscribed before me by means of physical presence or online notarization this 28th, day of Nethber 2025, by Muchelle Anderson.

Personally known of OR produced identification of the produced identification of th

<u>APARKER</u>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Mid Atlantic 1445 Research Blvd Suite 210	CONTACT Abby Parker PHONE (A/C, No, Ext): (301) 545-1589 E-MAIL SS: abby.parker@hubinternational.com				
Rockville, MD 20850	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : Zurich American of Illinois	27855			
INSURED	INSURER B: Travelers Property Casualty Insurance Company 36161				
HUB Parking Technology USA, Inc.	INSURER C : American Guarantee & Liability Insurance Company	26247			
761 Commonwealth Drive, Suite 204	INSURER D : Beazley Excess & Surplus Insurance, Inc.	17520			
Warrendale, PA 15086	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

E)	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S	
Α	X	CLAIMS-MADE X OCCUR	x		GL00144215-09	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000, \$ 100,	,000,
								MED EXP (Any one person)		,000
	GEI	N'L AGGRE <u>GATE</u> LIMIT AP <u>PLIE</u> S PER:						PERSONAL & ADV INJURY GENERAL AGGREGATE	s 2,000,	Same and
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,	,000
В		OTHER: TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ \$ 1,000,	,000
	X	ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS	X	X	810A10250362514G	1/1/2025	1/1/2026	BODILY INJURY (Per person)	\$	
		HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
В		UMBRELLA LIAB X OCCUR				- "	- ,	EACH OCCURRENCE	\$ 5,000,	,000
	X	EXCESS LIAB CLAIMS-MADE	X	X	EXA110660A	1/1/2025	1/1/2026	AGGREGATE	\$ 5,000,	,000
В	WO	DED RETENTION \$ RKERS COMPENSATION DEMPLOYERS' LIABILITY						X PER OTH-	\$	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE IN INCER/MEMBER EXCLUDED?	N/A	X	UBA10258602514E	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	s 1,000,	
								E.L. DISEASE - EA EMPLOYEE		
_		s, describe under SCRIPTION OF OPERATIONS below			AU00444044 00	4441000	4444000	E.L. DISEASE - POLICY LIMIT		
		brella (over GL)	X	X	AUC0144244-09	1/1/2025	1/1/2026	Occ / Agg Limit	5,000,	,000
D	Cyl	ber/Tech E&O			W2E1D1240501	12/31/2024	12/31/2025	Occ / \$10M Agg	5,000	,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Palm Beach International Airport - Maintenance Agreement
When required by written contract, Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470 are included as Additional Insured as respects General Liability per form U-GL-1775-F CW (04/13) included, Automobile Liability and Umbrella Liability per the policy terms and conditions. When required by written contract, these General Liability, Automobile Liability and Umbrella Liability coverages are Primary and Non contributory per the policy terms and conditions. When required by written contract, a Waiver of Subrogation applies in favor of the Additional Insured with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies per the policy terms and conditions. 30 day notice of cancellation applies as respects General Liability per the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION			
Palm Beach County Board of County Commissioners c/o Department of Airports 846 Palm Beach International Airport	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
West Palm Beach, FL 33406-1470	AUTHORIZED REPRESENTATIVE			

ACORD 25 (2016/03)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0144215-09	01/01/2025	01/01/2026		67630000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: FAAC INTERNATIONAL INC.

Address (including ZIP Code):

3160 MURRELL RD

ROCKLEDGE, FL 32955

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- **a.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

U-GL-1175-F CW (04/13) Page 1 of 2

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C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- 2. We receive written notice of a claim or "suit" as soon as practicable; and
- 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- **D.** For the purposes of the coverage provided by this endorsement:
 - The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- **E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

U-GL-1175-F CW (04/13) Page 2 of 2

CERTIFICATE

(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

- 1
1. That Michele Andelson is the Secretary of and HUB PARKING TECHNOLOGY
USA, INC, a corporation organized and existing in good standing under the laws of the State of
Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true
and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as
of the 1st day of Screenber, 20/6, in accordance with the laws of the State of
Delaware, the Articles of Incorporation and the By-laws of the Corporation:
RESOLVED, that the Corporation shall enter into that certain Amended and Restated
Maintenance Services Agreement for Parking and Revenue Control System between Palm Beach
County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a
copy of which is attached hereto; and be it
FURTHER RESOLVED, that Michelle Adelson, the Secretary

the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded,

revoked or otherwise changed and remain in full force and effect as of the date hereof.

of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

> Michille Anderson [Signature]

lichelle Hndeson, Secretary

Seal

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA EXPENDITURE BUDGET TRANSFER

BGEX 121-110325*355

				1 .		
			EXPENDITURES 121-A415-6505 121-A900-9909	ACCOUNT NUMBER		
Administration/Budget Department Approval	SIGNATURES Limited Management/Division	Total Expenditures	Design/Eng/Mgmt - CIP Adm Res-Improvement Program	ACCOUNT NAME	FUND	
ient Approval	DATES		Parking Access & Revenue Control Capital Reserves	UNIT NAME	DFUND 4111	
	25		202,820 23,112,641	ORIGINAL	Airport Impr	
			202,820 17,544,583	CURRENT	Airport Improvement & Development Fund	
		371,038	371,038 0	INCREASE	opment Fund	
	BY BOARD O	371,038	0 371,038	DECREASE		000
	BY BOARD OF COUNTY COMMISSIONERS Meeting of: Tuesday, December 2, 2025		573,858 17,173,545	ADJUSTED BUDGET		121-110020 000
	AISSIONERS ember 2, 2025		56,709	EXPENDED/ ENCUMBERED as of 11/3/25		
			517,149 17,173,545	REMAINING		

Deputy Clerk to the Board of County Commissioners