

RESOLUTION NO. 2019- 2642

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SECOND ADDENDUM TO THE AGREEMENT WITH HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS DATED NOVEMBER 9, 2016 FOR MODEM UPGRADES ON THE TOWN'S PAY STATIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2016, the Town of Surfside ("Town") Commission adopted Resolution No. 16-2401 authorizing an agreement with Harrington Resources, Inc. d/b/a Parker Systems ("Harrington") to upgrade/replace all parking pay stations within the Town with T2 Systems model Luke II Pay Stations (the "Agreement"); and

WHEREAS, on February 18, 2017, the Town and Harrington entered into an addendum to the Agreement to provide an additional eight Luke II Pay Stations to the Town ("Addendum No. 1"), which was approved by Resolution No. 17-2423; and

WHEREAS, the Pay Stations have increased operating efficiency and the Town's Police Department Parking Enforcement Division has determined that it is in the best interest of the Town to upgrade thirty seven (37) modems on the pay stations from 3G technology to 4G technology; and

WHEREAS, the Town Commission wishes to approve a Second Addendum to Agreement in substantially the form attached hereto as Exhibit "A" (the "Second Addendum") in order to upgrade thirty seven (37) modems on the pay stations from 3G technology to 4G technology; and

WHEREAS, the Town Commission finds that approval of the Second Addendum is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. That the Town Commission approves the Second Addendum in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Town Manager is hereby authorized to execute the Second Addendum in substantially the form attached hereto as Exhibit "A," subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Town Manager and/or his designee is authorized to take any and all action reasonably necessary to implement the purposes of this Resolution and the Second Addendum.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: Vice Mayor Gielchinsky
Second By: Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>Yes</u>
Commissioner Michael Karukin	<u>Yes</u>
Commissioner Tina Paul	<u>Yes</u>
Vice Mayor Daniel Gielchinsky	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>




Daniel Dietch
Mayor

ATTEST:



Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**SECOND ADDENDUM TO AGREEMENT DATED NOVEMBER 9, 2016
BETWEEN
THE TOWN OF SURFSIDE
AND
HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS**

THIS SECOND ADDENDUM (“Second Addendum”) is made as of the _ day of _____, 2019, by and between the TOWN OF SURFSIDE, a Florida municipal corporation, (the “Town”) and HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS, a Florida Corporation (“Harrington”). Collectively, the Town and Harrington are referred to as the “Parties.”

RECITALS:

WHEREAS, the Town and Harrington entered into an agreement dated November 9, 2016 to upgrade/replace parking pay stations within the Town with T2 Systems model Luke II Pay Stations (the “Agreement”), which was approved by Resolution No. 16-2401; and

WHEREAS, on February 18, 2017, the Town and Harrington entered into an addendum to the Agreement to provide an additional eight Luke II Pay Stations to the Town (“First Addendum”), which was approved by Resolution No. 17-2423; and

WHEREAS, the Town and Harrington wish to further amend the Agreement, as amended, in order to upgrade 37 modems in the Town’s parking pay stations from 3G technology to 4G technology, consistent with Quote No. 2017-2298 dated April 16, 2019 attached hereto as Exhibit “A”; and

WHEREAS, the Town and Harrington desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Harrington, desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as amended, as follows:

1. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Second Addendum.
2. **No Further Modifications.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement, as amended, are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
3. **Addendum Controls.** In the event of any conflict between this Second Addendum and the Agreement, as previously amended, the terms of this Second Addendum shall prevail and govern.
4. **Defined Terms.** All initial capitalized terms used in this Second Addendum shall have the same meaning as set forth in the Agreement, as amended, unless otherwise provided.

5. **Counterparts.** This Second Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Second Addendum will constitute an original document and all executed counterparts, together, will constitute the same Second Addendum.
6. **Section 1 of Agreement.** Section 1, "Contract Terms" of the Agreement is amended to provide for the additional services needed to upgrade 37 modems in the Town's parking pay stations from 3G technology to 4G technology, consistent with Quote No. 2017-2298 dated April 16, 2019 attached hereto as Exhibit "A."
7. **Addition of Section 13 to Agreement.** The Agreement is amended by adding a new section 13 as follows:

Section 13. Insurance.

- 13.1 Harrington shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Harrington's insurance and shall not contribute to the Harrington's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
 - 13.1.1 **Commercial General Liability** coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Harrington. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 13.1.2 **Workers Compensation and Employer's Liability insurance**, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Harrington shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - 13.1.3 **Business Automobile Liability** with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 13.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town,

reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Harrington shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- 13.3 **Additional Insured.** Except with respect to Professional Liability Insurance (if required) and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Harrington in performance of this Agreement. The Harrington's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Harrington's insurance. The Harrington's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 13.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Harrington shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 13.5 The provisions of this section shall survive termination of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Addendum to be executed the day and year as first stated above.

TOWN OF SURFSIDE

HARRINGTON RESOURCES INC.
D/B/A PARKER SYSTEMS

By: _____
Guillermo Olmedillo
Town Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Sandra Novoa, MMC
Town Clerk

Entity: Harrington Resources Inc.
d/b/a Parker Systems

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"

**Quote No. 2017-2298 from Harrington Resources, Inc. d/b/a Parker Systems
dated 4-16-19 for \$9,250.00**