

## #12117 ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND HOWARD TECHNOLOGY SOLUTIONS FOR AUDIO VISUAL EQUIPMENT

This Addendum Agreement ("Agreement") is entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the "County"), and Howard Technology Solutions a division of Howard Industries, Inc. d/b/a HOWARD, a for profit corporation with a principal business address of 36 Howard Drive, Ellisville MS 39437 ("HOWARD"). Collectively, the County and HOWARD are referred to herein as the "Parties" and individually, as appropriate, as a "Party."

**WHEREAS**, the County desires to contract with HOWARD to provide Audio-Visual equipment at the UF/IFAS Extension facility to be located at or near the Alachua County Agriculture and Equestrian Center (the "Services"); and

**WHEREAS**, HOWARD is currently under contract with the State of Minnesota and the WSPO-NASPO Cooperative Purchasing Organization, a Government Cooperative Purchasing Alliance, Contract #WNWNC-114 (the "Master Agreement"), to provide Desktops, Laptops, Tablets, Servers and Storage, including related Peripherals and Services; and the Master Agreement, and all modifications thereto in effect as of the date of this Agreement, are hereby incorporated herein and made a part of this Agreement by reference; and

**WHEREAS**, pursuant to Sections 22.3-301 and 22.3-302 of the Alachua County Procurement Code, the procurement of the Services to be provided by HOWARD to the County pursuant to this Agreement are exempt from the County's competitive procurement processes; and

**WHEREAS**, HOWARD desires to provide the Services to the County and has provided the County two HOWARD Master Service Agreements with associated Statements of Work and Quotes (the "HOWARD Agreements"), copies of the Howard Agreements are attached to this Agreement as Attachment 1a and Attachment 1b and incorporated herein; and

**WHEREAS**, the County and HOWARD agree to the terms and conditions of the Master Agreement and HOWARD Agreements, except as modified herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Agreement.
2. The Parties agree to be bound by the terms, conditions and pricing of the HOWARD Agreements, incorporated herein and attached hereto as Attachment 1a and Attachment 1b, except as modified in Paragraph 3 below. In the event of conflict between the provisions in Paragraph 3 below and the terms and conditions of the HOWARD Agreements, the provisions of this Agreement will prevail.
3. The Parties agree to the following provisions:

**a. Indemnification**

- i. To the maximum extent permitted by Florida law, HOWARD shall indemnify and hold harmless the County and its officers and employees from any and all third-party liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, but only to the extent such liabilities, damages, losses and costs are directly caused by the negligence, recklessness, or intentional wrongful misconduct of HOWARD or anyone employed or utilized by HOWARD in the performance of this Agreement. HOWARD agrees that indemnification of the County shall extend to any and all Work performed by HOWARD, its subcontractors, employees, agents, servants or assigns. HOWARD's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- ii. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of HOWARD's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and HOWARD.
- iii. In any and all claims against the County or any of its agents or employees by any employee of HOWARD, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation.
- iv. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of Section 768.28, Florida Statutes.
- v.

**b. Project Records****i. General Provisions**

- A. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public Records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.
- B. In accordance with §119.0701, Florida Statutes, HOWARD, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of

public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, HOWARD shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. HOWARD shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if HOWARD does not transfer the records to the County.

## **ii. Confidential Information**

- A. During the term of this Agreement, HOWARD may claim that some, or all of HOWARD's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by HOWARD in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. HOWARD shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by HOWARD.
- B. The County shall promptly notify HOWARD in writing of any request received by the County for disclosure of HOWARD's Confidential Information and HOWARD may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. HOWARD shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. HOWARD shall investigate, handle, respond to, and defend, using counsel chosen by the County, at HOWARD's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. HOWARD shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. HOWARD releases County from claims or damages related to disclosure by County.

- iii. **Project Completion.** Upon completion of, or in the event this Agreement is terminated, HOWARD, when acting on behalf of the County, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of HOWARD or keep and maintain public records required by the County to perform the service. If HOWARD transfers all public

records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HOWARD keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF HOWARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOWARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us), PHONE: (352) 264-6906, Address 12 SE 1st Street, Gainesville, FL 32601.**

- c. Insurance:** During the term of this Agreement, when present in County facilities, HOWARD will maintain insurance of the types and in the minimum amounts detailed in Attachment "2a" of this Agreement. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as Attachment "2b".
  - d. Governing Law.** The Parties agree that Agreement and the terms and conditions of the Order will be governed by Florida law.
4. This Agreement, when executed by both Parties, shall become binding on both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_

Ken Cornell, Chair

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

DocuSigned by:  
Diana Johnson  
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\_\_\_\_\_  
Alachua County Attorney's Office

Witness

By: Cole Whitman

Print: Cole Whitman

Title: Operations Manager

HOWARD

By: Darlene Parker

Print: Darlene Parker

Title: Bid Specialist

Date: 8-10-21

IF HOWARD IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.





TECHNOLOGY SOLUTIONS

A DIVISION OF HOWARD INDUSTRIES, INC.

Network Services   Help Desk Services   Desktop Services   Cabling & Telecom Services   Warranty & Maintenance Services

## Statement of Work

This Statement of Work (this "SOW") sets forth the scope and certain responsibilities of Howard Technology Solutions, a division of Howard Industries, Inc., ("HTS") and Alachua County / Equestrian Center ("Customer") in connection with the following project (the "Project"):

**Project Name/Description:**
**OPP #:**
**Quote #:**

Equestrian Center Office Display	OPP-12428	N/A
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In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following scope and other related terms in connection with the Project:

### Scope:

1. Installation and wall mounted 43" LG commercial display in the office (**NOTE:** customer to provide power at the display location prior to installation. Customer to provide display content)
2. All surfaces and surrounding area to be clean of trash and dust.
3. Provide onsite support for commissioning, testing, and training of system for customer acceptance.
4. Properly configure and set up system
5. Test system and train the customer

### Customer Responsibilities

- Receive all equipment delivered to Customer. All displays and TV's must be checked for damage at the time of delivery. Any other obviously damaged boxes should be opened and contents inspected for damage at time of delivery. Any damage must be reported to the carrier and to HTS immediately. Customer is responsible for full replacement cost of any damaged equipment Customer accepts for delivery without conducting the timely inspection described above.
- Provide power in all locations specified by HTS before the HTS-assigned AV engineers arrive on site for installation, to include camera locations, flat screen locations, and rack locations.
- Provide network drops in all locations specified by HTS before the AV engineers arrive on site for installation, if applicable.
- Provide access times and room scheduling to HTS before the AV Engineers arrive on site and ensure accessibility of the necessary locations while installation is being performed.
- Provide a Point of Contact for the HTS-assigned Project Manager to report to about any possible issues which may arise as well as progress on the installation.
- Deliver equipment to the buildings in which it will be installed before the AV engineers arrive on site.
- Provide a location at each building for all trash and boxes to be taken after installation is complete.
- Respond to additional requests for information and assistance as HTS or its contractors may reasonably request to be able to complete the work.

### HTS Responsibilities

- HTS-assigned AV engineers will typically arrive on site by 8-10 am of the first day of scheduled installation. Upon arrival, the AV engineers will:
  - Check-in with Customer-assigned Point of Contact.
  - Have an equipment list and Statement of Work in hand.
  - Answer any questions the Customer Point of Contact may have about the installation.
  - Locate and verify that all applicable equipment is on site and in the proper location(s).
  - Document any missing, damaged or invalid equipment.
- As the work progresses, the AV engineers will:
  - Manage all cabling in a neat and organized fashion.

# HOWARD™

## TECHNOLOGY SOLUTIONS

A DIVISION OF HOWARD INDUSTRIES, INC.

Network Services   Help Desk Services   Desktop Services   Cabling & Telecom Services   Warranty & Maintenance Services

- Ensure that the installed equipment in each room (to include all audio equipment, projectors, switchers and distribution amplifiers) is adjusted and working properly.

- Upon completion, the AV engineer will:
  - Inform the Customer-assigned Point of Contact
  - Provide training to Customer on proper usage of the room and systems
  - Answer any questions Customer may have about operation of the equipment
  - Ensure that the overall function of the rooms and systems is up to Customer's expectations
  - Remove all boxes and trash and debris associated with the installation to the location provided by Customer
  - Have sign-off sheet signed by Customer, acknowledging completion and departure time.

### Post-Installation

- Complimentary 90-Day Warranty-Related Assistance:
  - While HTS does not warrant third-party products, HTS will, for a period of 90 days after installation, assist the Customer with any performance issues which may arise with the equipment and any related warranty claim during such period, without any additional charge. During this limited time period, HTS will, for example, assist Customer in diagnosing functionality problems with the newly-installed equipment and, if appropriate, assist Customer in submitting warranty or other similar claims to the manufacturer of the defective equipment under the manufacturer's warranty. The viability of any warranty claim Customer may have will be dependent upon Customer meeting the criteria of the manufacturer's warranty terms, as to which Customer will be solely responsible.
  - The complimentary 90-day warranty-related assistance includes labor but does not include the payment of any costs or expenses. For example, shipping charges when shipping defective equipment to/from the manufacturer, and any other costs or expenses incurred, will be Customer's sole responsibility.
- After 90 days, labor costs may be charged for time spent assisting Customer with warranty or any other equipment-related issues, unless an optional *Standard Service Contract* has been purchased (see below).
- *Standard Service Contracts*:
  - HTS offers a 12-month "*Standard Service Contract*" which covers labor, as well as costs and expenses, associated with assisting Customer with manufacturer warranty claims during its term.
  - Ask your HTS representative for more information about our *Standard Service Contracts*, including pricing.

### General

- HTS will provide proof of worker's compensation, commercial general liability, and automobile liability insurance coverage upon request.
- Payment terms for the products and services provided to Customer hereunder are as set forth in the separate Payment Agreement executed by the parties.

IN WITNESS WHEREOF, the undersigned do hereby execute this Statement of Work as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer:

By: \_\_\_\_\_

(Signature)

Name: Ken Cornell

(Print) Chair

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Howard Technology Solutions, a division of  
Howard Industries, Inc.

By: \_\_\_\_\_

(Signature)

Name: Krystal Avery

(Print)

Title: Contract Manager

Date: 8/16/2021

Approved as to form

DocuSigned by:

Diana Johnson

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Alachua County  
Attorney[www.howardcomputers.com](http://www.howardcomputers.com)

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[www.Howard.com](http://www.Howard.com)

## STANDARD SERVICE CONTRACT

SSC#: 1132104

Howard Technology Solutions, a Division of Howard Industries, Inc. ("Howard"), offers various optional service contracts for the AV products and systems sold and installed by Howard's AV group. The equipment that HTS installs normally come with a manufacturer's product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers' product warranties rarely cover the labor required on the Customer's end to work through the warranty claims process and get the equipment back up and running. This is where a Howard's optional service contract comes in, as a supplement to the manufacturer's warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer's out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard's **Standard Service Contract**. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

### Terms and Conditions

1. This Standard Service Contract (this "Contract"), entered into between Howard and Hendry County, covers the products identified in the Howard Quote # 1132104 attached hereto (the "Covered Products"). Upon receipt of Customer's payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

- a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
- b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer's behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
- c) If the Customer's claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer's reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer's warranty;
- d) Then, upon the Customer's receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

2. The term of this Contract is one (1) year, beginning on the date of Howard's installation of the Covered Products. Requests to extend the term of or renew this Contract beyond one year will be considered and negotiated on a case-by-case basis. If you are interested in extending the term, please contact your Howard representative to discuss available options.

3. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer's warranty claim or perform under its warranty or otherwise.

4. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of



Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

5. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

6. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

7. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

8. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties.

**AGREED:**

\_\_\_\_\_  
Customer (Name and Title) Ken Cornell  
Chair

  
Contracts Manager

\_\_\_\_\_  
Date

  
Date

Approved as to Form  
DocuSigned by:



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Alachua County  
Attorney