

RESOLUTION NO. 10729

MOVED BY COUNCILPERSON

Arnove

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF JOHNSTOWN AND BUTTS TICKET SYSTEMS FOR PARKING METER SYSTEM**

**WHEREAS**, the City of Johnstown ("City") has established parking meter zones in certain districts and upon certain streets or parts of streets on which parking is regulated by meter on certain days and times; and

**WHEREAS**, the current parking meters in the City are over 30 years old or antiquated City; and

**WHEREAS**, City officials began investigating new parking meter equipment options with enhanced technology to aid in the convenience of users and the City of Johnstown; and

**WHEREAS**, Butts Ticket Systems presented to the City of Johnstown a proposal for 41 Flowbird -CWT S4+ Touch Pay-by-Plate with PCI Certified EMV Credit Card/Debit Card Reader and 41 Contactless Credit Card Add-On tap-to pay feature and mobile phone payment integration at a cost not to exceed \$393,289.31; and

**WHEREAS**, the equipment and technology in the proposal is part of Butts Ticket Systems' Costars Contract-033-E22-042 Street Lighting, Parking Meters and Street Furniture (AKA Streetscape).

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOHNSTOWN**, to award a contract to Butts Ticket Systems for the purchase of 41 Flowbird – CWT S4+ Touch Pay-by-Plate with PCI Certified EMV Credit Card/Debit Card Reader and 41 Contactless Credit Card Add-On Tap-To-Pay feature along with a phone payment integration at a cost not to exceed \$3280.00, and a monthly WebOffice Software Management Fee of \$3485.00 contingent upon final review and approval by the City Solicitor. Said contract to be paid out of Account # 18.443.37.560.00.

**BE IT FURTHER RESOLVED** that the City Manager and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

RESOLUTION SECONDED BY COUNCILPERSON

Huchel

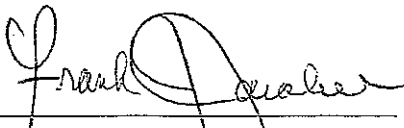
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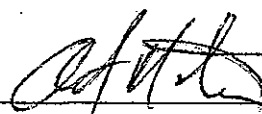
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**ADOPTED:** November 12, 2025

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10729 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Frank Janakovic, Mayor/or/Rev. Sylvia King Dep. Mayor

  
\_\_\_\_\_  
Arturo Martynuska, City Manager



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**AGREEMENT TO PURCHASE PARKING TECHNOLOGY  
AND RELATED SERVICES - PARKING METERS - OPERATING SOFTWARE; PARKING METERS -  
REPLACEMENT KIOSKS; PARKING METERS - REPLACEMENT OR RETRO-FIT METERS**

**This Agreement to Purchase Parking Technology and Related Services** ("Agreement") is made effective as of October 1, 2025 (the "Effective Date"), by and between City of Johnstown with its principal offices located at 401 Main St., Suite 102, Johnstown, PA 15901, (hereinafter referred to as "CITY"), and Butts Ticket Company (BTS), a corporation organized and existing under the laws of the State of Pennsylvania with its offices at 151 Hood Road, Cochranville, PA 19330, (hereinafter referred to as "BTS") with reference to the following:

**RECITALS**

A. **CITY** is a duly organized and validly existing entity under the laws of the Commonwealth of Pennsylvania, with the authority to carry on its business as it is presently conducted and to enter into this Agreement.

B. **BTS** is a Pennsylvania corporation qualified to do business in the Commonwealth of Pennsylvania. BTS markets and supports a variety of parking technologies, including hardware, software, and related services.

C. CITY and BTS desire to enter into this Agreement for BTS to deliver and install certain parking technology hardware (the "**Equipment**") and to provide related software and support services (the "**Services**," and together with the Equipment, the "**Equipment and Services**") for use by the CITY, all in accordance with the terms and conditions set forth herein. The Equipment and Services are further described in '**Attachment A**', which is attached hereto and incorporated herein by reference.

Now, therefore, the parties agree as follows:

**TERMS AND CONDITIONS**

**1. Term and Pricing.**

**1.1. Initial Term.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement.

**1.2. Pricing.** Pricing shall be in accordance with **COSTARS Contract Number: 033-E22-042** Street Lighting, Parking Meters, and Street Furniture (AKA Streetscape) including Parking Meters – Operating Software; Parking Meters – Replacement Kiosks; Parking Meters – Replacement or Retro-Fit Meters, as set forth in the proposal provided and attached hereto as **Attachment A**. The total amount payable for the Equipment (Flowbird CWT S4+ Touch Pay-by-Plate or Pay-by-Space units) shall not exceed **\$393,289.31**. The total amount payable for Services (Back Office System (BOS) management fees) shall not exceed **\$39,360.00 annually, plus applicable per-transaction fees as detailed in Attachment A**.

**1.3. Option to Extend.** CITY shall have the option to extend the term of this Agreement for **successive one (1) year periods with no limit** on the number of renewals. CITY shall notify BTS in writing of its intention to exercise each option to extend at least ninety (90) days prior to the expiration of the then-current term. If CITY does not provide such written notice, the Agreement shall **automatically renew** for the next successive one (1) year term, unless otherwise terminated in accordance with this Agreement.



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**2. BTS Services.**

**2.1. Scope of Services.** BTS agrees to diligently undertake, perform, and complete all of the services and deliverables described in **Attachment A**, as directed by the CITY. In the event of any conflict between the terms of this Agreement and the terms contained in any attachment or exhibit hereto, the terms and conditions of this Agreement shall govern and control.

**3. CITY Services & Responsibilities.** The CITY agrees to:

**3.1. Access to Information.** CITY shall make available to BTS any existing documents, data, or other information reasonably required for the performance of this Agreement, including timely updates to such information as necessary.

**3.2. Designated Representative.** CITY shall designate a representative authorized to act on its behalf for the purposes of administering and overseeing the performance of this Agreement.

**3.3. Equipment Maintenance.** CITY shall, at its own cost and expense, maintain the Equipment in good repair, condition, and working order, and shall comply with any manufacturer-recommended preventative maintenance schedules and procedures.

**3.4. Customer Support and Warranty.** CITY shall promptly notify BTS of any need for customer service, technical support, or warranty repair work. CITY shall cooperate with BTS to facilitate the return, repair, or replacement process in accordance with the terms of this Agreement and any applicable manufacturer warranties.

**3.5. Compliance with Laws.** CITY shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the possession, use, and operation of the Equipment and Services.

**4. Equipment Delivery, Installation and Acceptance.**

**4.1. Equipment Condition.** BTS shall deliver new, fully tested Equipment to CITY. No used, refurbished, or previously owned Equipment shall be provided unless expressly agreed to in writing by CITY in advance.

**4.2. Delivery and Installation.** Delivery and installation of all Equipment shall be performed during standard business hours, unless otherwise agreed upon in writing by both parties.

**4.3. Acceptance.** Unless CITY notifies BTS in writing of any deficiencies, the Equipment shall be deemed accepted by CITY and satisfactory in all respects no later than the earlier of: (a) ten (10) business days following completed installation, or (b) thirty (30) calendar days following delivery.

**5. Compensation and Payment Terms.**

**5.1. Compensation.** CITY shall compensate BTS for the Equipment and Services as set forth in **Attachment A**.

**5.2. Payment Terms.** CITY agrees to pay the amounts specified in Attachment A on a **Net 30** basis from the date of invoice, except for deposit invoices, which are **due upon receipt**.



**5.3. Equipment Payment Schedule.** Payment for Equipment shall be due upon delivery of each batch or invoiced line item of Equipment to CITY. A **fifty percent (50%) deposit** shall be due **immediately upon execution of the applicable purchase order or invoice**, with the **remaining fifty percent (50%) balance due upon delivery** of the Equipment to CITY.

**5.4. Invoice Disputes.** CITY shall notify BTS in writing of any dispute with respect to an invoice within **ten (10) business days** of receipt. If no such notification is made, the invoice shall be deemed accepted and payable in full.

**5.5. Late Payments.** Any amounts unpaid after **forty-five (45) days** from the due date shall accrue interest at a rate of **1.5% per month (18% per annum)** or the maximum rate allowed by law, whichever is less. For amounts over **ninety (90) days past due**, CITY shall reimburse BTS for any reasonable costs incurred in collecting such overdue amounts, including attorneys' fees and collection agency costs.

**5.6. Taxes.** All pricing in this Agreement excludes applicable federal, state, or local taxes. CITY agrees to pay any such taxes imposed in connection with the Equipment or Services unless a valid tax exemption certificate is provided. CITY agrees to indemnify and hold BTS harmless from any claims or liabilities arising from CITY's failure to pay applicable taxes.

**5.7. Inflation Adjustment.** BTS shall have the right to adjust the pricing under this Agreement to reflect increases in inflation, based on the **Consumer Price Index for All Urban Consumers (CPI-U)** as published by the U.S. Bureau of Labor Statistics. Any such adjustment shall require **not less than sixty (60) days' prior written notice** to CITY.

## **6. Warranty, Support and Wireless Coverage.**

**6.1. Equipment Warranty.** BTS shall provide a limited **twelve (12) month parts warranty** on the Equipment, beginning on the date of delivery. Extended warranties may be available for an additional fee and must be agreed upon in writing by the parties.

### **6.2. Technical Support and Documentation.**

(a) **Support Hours.** BTS shall provide telephone-based technical support **Monday through Friday, from 8:00 AM to 4:00 PM Eastern Standard Time (EST).**

(b) **On-Site Services.** On-site support services may be provided upon request by CITY. Associated lead times and costs will be provided by BTS at the time of the request.

(c) **Documentation.** BTS shall ensure the availability of current user and technical manuals for all Equipment and Services provided under this Agreement and shall deliver updated manuals to CITY for any future upgrades or new services.

### **6.3. Wireless Coverage and Longevity.**

(a) CITY acknowledges that BTS does not operate a wireless communications network and instead relies on third-party carriers to provide mobile wireless services.



(b) CITY agrees that it is not a third-party beneficiary of any agreements between BTS and such carriers. As there is no direct contract between CITY and any wireless carrier under this Agreement, CITY further agrees that such carriers shall have no liability of any kind under this Agreement.

(c) Wireless carriers may, from time to time, modify or discontinue coverage areas, technology platforms, or other network features beyond the control of BTS.

(d) During the term of this Agreement, BTS shall facilitate CITY's ability to upgrade or change wireless carriers as necessary. Any such upgrade or change shall be:

- at CITY's sole cost and discretion;
- subject to availability of pricing equal to or less than that currently offered under this Agreement; or otherwise, subject to mutually agreed pricing if the new carrier's rates to BTS increase.

## **7. INDEMNIFICATION, LIMITATION OF LIABILITY & TERMINATION**

### **7.1. Indemnification.**

(a) **BTS Indemnifies CITY.** BTS agrees to indemnify, defend and hold harmless CITY, its officers, employees, and agents from and against any third-party claims, suits, damages, liabilities, judgments, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- BTS's negligence, willful misconduct, or breach of this Agreement;
- any bodily injury, death, or property damage caused by BTS, its subcontractors, agents, or employees, in connection with delivery, installation, or performance of Services.

(b) **CITY Indemnifies BTS.** CITY agrees to indemnify, defend, and hold harmless BTS, its officers, employees, and agents from and against any third-party claims arising out of:

- CITY's negligence or willful misconduct; or
- damage to CITY's property or injuries caused by CITY or its agents in connection with CITY-provided materials or access.

(c) **Exceptions.** Neither party shall have an obligation to indemnify the other for claims arising solely from the negligence or misconduct of the other party.

(d) **Claims Procedure.** The indemnifying party shall have the right to assume defense of any claim, through counsel reasonably acceptable to the indemnified party. The indemnified party may participate at its own cost.

(e) **Survival.** This indemnity obligation shall survive termination or expiration of the Agreement.

### **7.2. Limitation of Liability.**

(a) **Exclusion of Certain Damages.** EXCEPT FOR CLAIMS ARISING FROM FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE UNDER THIS



AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA.

(b) **Cap on Liability.** Except for indemnified claims and breach of confidentiality or data security obligations, a party's aggregate liability under this Agreement shall not exceed the total amount paid or payable by CITY to BTS under this Agreement during the preceding thirty (30) days.

### **7.3. Termination.**

(a) **Termination for Convenience.** Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. BTS shall be entitled to payment for all Equipment delivered and Services performed through the effective termination date.

(b) **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party:

- materially breaches the Agreement and fails to cure within fifteen (15) business days;
- becomes insolvent or ceases normal business operations.

### **7.4 Effect of Termination.** Upon any termination of this Agreement, CITY shall:

- return any uninstalled Equipment to BTS at BTS's direction and CITY's expense;
- pay any outstanding, undisputed invoices in accordance with the terms of this Agreement; and
- cooperate with BTS to allow retrieval or disabling of any software, systems, or services provided under this Agreement.

In the event of termination **for cause by CITY**, BTS shall refund any **prepaid, unearned amounts** to CITY within thirty (30) days of the effective termination date.

The provisions of this Agreement relating to **indemnification, limitation of liability, confidentiality, and any other terms which by their nature should survive** shall remain in full force and effect notwithstanding termination or expiration of this Agreement.

## **8. INSURANCE**

**8.1. Required Insurance.** During the term of this Agreement, BTS shall maintain, at its sole cost and expense, the following insurance coverage with insurance companies authorized to do business in the Commonwealth of Pennsylvania and having an AM Best rating of at least A-:

### **(a) Commercial General Liability Insurance**

- Coverage limits not less than **\$1,000,000 per occurrence** and **\$2,000,000 aggregate**, including coverage for bodily injury, personal injury, property damage, contractual liability, and products/completed operations.



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**(b) Workers' Compensation Insurance**

- In accordance with applicable statutory requirements.
- Employers' Liability coverage in an amount not less than **\$500,000 per accident, \$500,000 per employee for disease, and \$500,000 aggregate for disease.**

**(c) Automobile Liability Insurance**

- Coverage for all owned, non-owned, and hired vehicles.
- Combined single limit of not less than **\$1,000,000 per occurrence** for bodily injury and property damage.

**(d) Professional Liability / Errors and Omissions Insurance**

- If BTS provides software, consulting, or other professional services under this Agreement, it shall maintain E&O insurance in an amount not less than **\$1,000,000 per claim.**

**8.2. Additional Insured.** CITY shall be named as an **additional insured** on all policies required under Section 8.1(a), (c), and (e), with respect to liability arising out of BTS's performance under this Agreement. Such insurance shall be **primary and non-contributory** with any insurance maintained by CITY.

**8.3. Certificates of Insurance.** BTS shall provide CITY with **certificates of insurance** and endorsements evidencing compliance with the insurance requirements of this Section within ten (10) business days of execution of this Agreement and upon renewal of any policy. Failure to provide proof of insurance may be deemed a material breach of the Agreement.

**8.4. Notice of Cancellation.** Each insurance policy shall provide that the insurer must give CITY at least **thirty (30) days' prior written notice** of any cancellation or material modification.

**8.5. Subcontractors.** BTS shall ensure that any subcontractors performing work under this Agreement carry insurance coverage meeting the requirements of this Section or are covered under BTS's policies.

**8.6. Insurance of Products by CITY**

The CITY shall insure the hardware products provided under this Agreement against "**all risks**" at its sole cost, beginning at the time risk of loss passes to the CITY and continuing until all amounts due to BTS have been paid in full. The CITY's insurance shall:

- Be for no less than the total amount owing to BTS,
- Name BTS as an **additional insured** and **loss payee**, and
- Be evidenced by a certificate of insurance submitted by the CITY prior to shipment.

If the CITY fails to obtain the required insurance, BTS may procure such insurance at the CITY's expense after providing ten (10) days' prior written notice.



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## 9. CONFIDENTIALITY, FORCE MAJEURE, AND DISPUTE RESOLUTION

### 9.1. Confidentiality.

(a) **Definition.** For the purposes of this Agreement, "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by either party to the other, whether oral, written, electronic, or otherwise, that is designated as confidential or that reasonably should be understood to be confidential under the circumstances.

(b) **Obligations.** Each party agrees to keep the other party's Confidential Information strictly confidential and to use such information solely for the performance of this Agreement. Neither party shall disclose Confidential Information to any third party without the prior written consent of the disclosing party, except to employees, agents, or subcontractors who need to know such information and are bound by confidentiality obligations no less restrictive than those herein.

(c) **Exceptions.** Confidential Information does not include information that:

- was lawfully known by the receiving party prior to disclosure;
- becomes publicly known through no fault of the receiving party;
- is independently developed without reference to the disclosing party's information; or
- is required to be disclosed pursuant to applicable law, regulation, subpoena, or court order, provided that the receiving party promptly notifies the disclosing party (to the extent legally permissible) and cooperates in seeking protective treatment.

(d) **Public Records Law.** CITY is subject to the Pennsylvania Right-to-Know Law and may be legally required to disclose certain documents or information upon request. If CITY receives a request for disclosure of BTS's Confidential Information, CITY will notify BTS and provide an opportunity to object or seek a protective order to the extent permitted by law.

### 9.2. Force Majeure.

Neither party shall be liable for any delay or failure in performance under this Agreement due to acts of God, natural disasters, epidemics or pandemics, acts of terrorism or war, labor strikes, failure of utilities, denial-of-service (DoS) attacks, supply chain disruption, or other causes beyond the reasonable control of the affected party ("Force Majeure Event"), provided that the affected party provides prompt written notice and uses diligent efforts to resume performance.

### 9.3. Dispute Resolution.

(a) **Good-Faith Negotiation.** In the event of a dispute arising out of or related to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith discussions between designated representatives.

(b) **Mediation.** If the parties are unable to resolve the dispute within thirty (30) days, they agree to submit the dispute to non-binding mediation in Pennsylvania, with a mutually agreed-upon mediator.

(c) **Venue and Jurisdiction.** If mediation fails, either party may pursue legal action in the state or federal courts located in the Commonwealth of Pennsylvania. Each party hereby submits to the



exclusive jurisdiction and venue of such courts for all legal proceedings arising out of or relating to this Agreement.

(d) **Attorneys' Fees.** Each party shall bear its own attorneys' fees and costs incurred in connection with dispute resolution, unless otherwise ordered by a court of competent jurisdiction or provided elsewhere in this Agreement.

## **10. Notices.**

### **10.1 Method and Address for Notices.**

All notices or other communications required or permitted under this Agreement shall be in writing, shall reference the title and Effective Date of this Agreement, and shall be deemed duly given:

- when deliver in person;
- when sent by confirmed email or other electronic means (with confirmation of receipt); or
- when sent by certified mail, return receipt requested, postage prepaid, and received at the addresses set forth below (or to such other address as either party may designate in writing in accordance with this section).

Notices shall be deemed received:

- on the date of delivery, if delivered in person or by email;
- or **five (5) days** after mailing, if sent by certified mail.

#### **If to CITY:**

City of Johnstown  
Attn: City Manager  
401 Main Street  
Johnstown, PA 15901  
Email: amarty@johnstownpa.gov

#### **If to BTS:**

Butts Ticket Systems  
Attn: Michael Lapidus  
151 Hood Rd  
Cochranville, PA 19330  
Email: michael@buttsticket.com

**11. Relationship of the Parties.** This Agreement shall not be construed to create a partnership, joint venture, agency, franchise, or employment relationship between the parties. Each party is and shall remain an **independent contractor** and shall not act as an agent for or on behalf of the other. Neither party has the authority to bind the other to any obligation or to make any representation or warranty on behalf of the other, except as expressly authorized in this Agreement.

SIGNATURE PAGES AND ATTACHMENT A WILL FOLLOW



In WITNESS WHEREOF, the parties have executed this Parking Technology and Related Services Agreement as of the date stipulated in the introductory paragraph.

**CITY:**

City of Johnstown

By: Art Martynuska

Name: Art Martynuska MS, CPFS, EFO, EMC City Manager

Title: City Manager

Date: 11/17/2025

**ATTEST:**

By: Jennifer A. Bucknatt

Name:

Title: CITY Clerk

Date: 11/12/25

**APPROVED AS TO FORM:**

By: Ann L. Willett

Name: Ann L. Willett

Title: CITY Attorney

Date: 10-28-25

**BTS:**

BTS, a Pennsylvania Corporation

By: Michael Lapidus

Name: Michael Lapidus

Title: Vice President Off-Street Solutions

Date: 11/17/2025