

PRODUCT AND SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on April 16, 2025, by and between the CITY OF FRESNO, a California municipal corporation (City), and Rexel USA, Inc., d/b/a Rexel Automation Solutions, a Delaware corporation (Service Provider).

RECITALS

WHEREAS, City desires to obtain Remote Maintenance and Support services for Rockwell Automation control systems (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as an authorized distributor of Rockwell Automation products and services, and as a Rockwell Automation Authorized Service Provider and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-28; and

WHEREAS, this Agreement will be administered for City by its Wastewater Manager (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall provide to the satisfaction of City the services described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect for five (5) years, subject to any earlier termination in accordance with this Agreement. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not exceed \$242,500, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.
 - (b) Detailed statements shall be rendered annually for services performed in the preceding year and will be payable in the normal course of City business. City

shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination, as well as any direct costs incurred by Service Provider prior to the date of termination . Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's direct damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, damages for the breach of the

Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence including but not limited to, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) Notwithstanding the foregoing, SERVICE PROVIDER may disclose certain information to its suppliers or manufacturers for the sole purpose of facilitating this Agreement, under confidentiality restrictions at least as stringent as those set forth herein.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service

Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.

7. Warranty. Service Provider warrants that the goods sold hereunder are new and, upon payment of the applicable invoices, free of any liens or security interests. Service Provider shall assign to City all manufacturers' warranties. In no event shall Service Provider's warranty exceed the warranty given by manufacturers of the goods or the providers of the services including for any indemnification for intellectual property infringement. The sole obligation of Service Provider under such warranty shall be, at Service Provider's sole election, to (i) repair or replace goods in accordance with manufacturer's instructions or the administration of any City claim against the manufacturer of the goods, (ii) re-performance of the services, or (iii) refund of the purchase price for the defective goods or services. Any indemnification obligation of Service Provider shall be limited to claims for personal injury or damage to tangible property of a third party resulting from Service Provider's negligence or willful misconduct. THE ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY SERVICE PROVIDER AND IS IN LIEU OF ALL OTHER WARRANTIES, OF ANY NATURE WHATSOEVER, CONTRACTUAL, LEGAL, STATUTORY OR OTHER, AND WHETHER FOR MERCHANTABILITY, QUALITY, FITNESS OR OTHERWISE.
8. Indemnification. To the furthest extent allowed by law, SERVICE PROVIDER shall defend, indemnify and hold harmless CITY from and against any and all claims, losses, liabilities, damages, costs and expenses (including losses and costs incurred by CITY and any reasonable attorney's fees and costs) which arise from personal injury or damage to tangible property to the extent caused by the SERVICE PROVIDER's negligence or willful misconduct; a breach of SERVICE PROVIDER's confidentiality (information not of public record) obligations arising from SERVICE PROVIDER's negligence or willful misconduct; or SERVICE PROVIDER's violation of a law applicable to SERVICE PROVIDER's performance under the contract. CITY must notify SERVICE PROVIDER promptly in writing of the claim and give SERVICE PROVIDER control over its defense or settlement with CITY approval, which such approval will not be unreasonably withheld or delayed. CITY agrees to provide SERVICE PROVIDER with reasonable assistance, cooperation, and information in defending the claim at SERVICE PROVIDER's expense. In the event of any infringement, or claim of infringement, of any patent, trademark or copyright based on the manufacture, normal use or sale of any goods furnished to CITY hereunder or in contemplation hereof SERVICE PROVIDER shall either (1) assist CITY to replace infringing goods with substantially equal but non-infringing goods; (2) if the manufacturer allows, help procure the right to continue to use the infringing goods; (3) if given prompt notice by CITY of any claim of infringement, request the manufacturer to grant for CITY such warranty or indemnity rights as the manufacturer may customarily give with respect to such goods; or (4) refund the purchase price of

such goods. SERVICE PROVIDER's liability, under breach of infringement shall be limited to remedies enumerated herein.

This section shall survive termination or expiration of this Agreement.

9. Insurance.

- (a) Throughout the life of this Agreement, the Service provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers where allowed by law as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Service provider or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Service provider shall not be deemed to release or diminish the liability of the Service provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service provider, its principals, officers, agents, employees, persons under the supervision of the Service provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

10. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth

in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.

- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.
 - (c) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (d) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (e) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (f) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
11. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and

facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

12. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon prior written request during mutually agreeable regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. Any such audit shall be limited to: (i) all quotations and purchase orders issued between the Service Provider and the City, (ii) warranty documents, (iii) correspondence between the parties, (iv) the City's RFQs, (v) Service Provider's quotations and bids, (vi) Service Provider's invoices to the City, (vii) proof of delivery, (viii) evidence of payments received by Service Provider from Buyer, and any other documents exchanged between the parties. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

13. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed,

color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

14. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties'

respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. Assignment.

(a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee. Notwithstanding the foregoing, the City acknowledges and agrees that Service Provider is an authorized distributor of Rockwell Automation, and Services may be performed by Rockwell Automation with no further action by Service Provider.

18. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the

prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
27. Cumulative Remedies. Except as provided in this Agreement, no remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
28. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
29. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
30. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.
31. LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS RELATING TO CLAIMS FOR BODILY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO THIRD PARTY TANGIBLE PROPERTY, SERVICE PROVIDER'S LIABILITY SHALL NOT EXCEED THE VALUE OF THE SPECIFIC GOODS OR SERVICES WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Rexel USA, Inc. d/b/a Rexel Automation
Solutions, a Delaware corporation

By: _____
Georgeanne A. White
City Manager

By: _____
Name: Kevin Machi_____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Region Vice President_____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Sukhman S. Sekhon
Deputy City Attorney

By: _____
Name: Jonathan D. Plotkin_____

ATTEST:
TODD STERMER, MMC
City Clerk

Title: VP Legal & Senior Counsel_____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy
Date

Addresses:
City:
City of Fresno
Attention: Wastewater Payables
5607 W. Jensen Ave.
Fresno, CA 93706
Phone: (559) 621-5100
E-mail:
wastewater.payables@fresno.gov

Service Provider:
Rexel USA, Inc.
Attention: Robert Werkman, Industrial
Automation Services Manager
4690 East Jensen Avenue
Fresno, CA 93725
Phone: (408) 690-8658
E-mail: Robert.Werkman@rexelusa.com

With a copy to:
Rexel Legal Department
5429 LBJ Freeway, Suite 600
Dallas, TX 75240

Attachments:
1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES

Service Agreement between City of Fresno and Rexel Automation Solutions Rockwell Control System Maintenance and Support

This Scope of Services is subject to the Rexel Plus Support Agreement Proposal No. 99151444 R2 dated September 6, 2024 (the "Proposal") which is incorporated herein by reference as if set forth in its entirety. In the event of a conflict between this Exhibit A and the Proposal, the Proposal shall take precedence.

REMOTE SUPPORT

Integrated Service Agreement 2.0 – Essential Level

An Integrated Service Agreement (ISA) from Rockwell Automation brings together the complete suite of core services required to enable you to maximize the value of your Rockwell Automation investments across your facility. This Agreement combines the core elements of remote support, repair services and field labor into a single agreement that is easy to maintain, measure and interact with. These services are then enhanced with an integrated delivery approach making it easier to do business with Rockwell Automation and ensuring a best-in-class experience that offers access to the services required when needed. Additionally, this agreement can provide information regarding your installed base to help better understand your lifecycle investment. We include proactive reporting that offers key visualizations and insights into the agreement usage, as well as engagement with contract management to ensure you are getting the value expected from the agreement. The multi-tiered model and approach allows flexibility to select the right package of offerings to meet your needs, with customizable options to better align the goals and requirements of your facility.

ISA Covered Site

BPID	Site Name	Address	City	Country
99151444	City of Fresno	5607 W Jensen Ave	Fresno, CA 93706	USA

Summary of Included Services and Service Level Definitions

Service Levels & Content Overview

Remote Support

Access to technical support engineers via chat, phone or the Live View virtual tool; the online support center including Knowledgebase, interactive forums, and product notifications; and the ability to download latest software update.

Service Options

24x7x365 System Level Support for Automation Control, 0 to >350HP RA Low Voltage Drives, TechConnect HMI & Information SW and Legacy Support (not 24x7 as its best effort via RA due to the nature of the equipment age)

Repair+ Spend

USD 6,000.00x 5 = \$30,000 over the course of the 5-yr agreement

*More details on limits in relevant sections below

Remote Support Service

Service Description

24x7 System Support allows Customer's calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or configure products quickly. You will work with a single engineer who manages your cases through resolution and follow-up. Access is available 24x7x365. Legacy Remote Support coverage will be 8x5, and best effort outside 8x5.

Customers can also take advantage of the Knowledgebase, their online resource for technical information, support and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly – saving both time and money. The Knowledgebase is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically.

System Support includes the following support elements:

- Welcome Kit: Essential support agreement information / Support authorization number / Local support telephone number / User guide
- Real-time, System-Level Support: Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution
- Advanced Engineering Expertise: Get support from system-level support engineers that have multiple years of experience in the industrial automation industry
- Software Maintenance: Online software update downloads
- Online Support Center Access: Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email
- Learning+ savings and exclusive access: Customers with an active remote support agreement receive discounts and extended access to Learning+ modules offered by Rockwell Automation

Rockwell Automation will provide 24x7 Remote Support coverage (and 8x5 legacy Remote Support coverage) to Customer for the Rockwell Automation Product Families & software serial numbers listed in the Remote Support Coverage Details Section.

Support included with new Licenses purchased through the Rockwell Automation commerce portal or during this agreement term are not covered by this scope of work.

Each new software purchase includes an independent support contract which may be co-termed with your RSA anniversary date. Renewal of these purchases will occur in the Rockwell Automation commerce portal as a separate agreement.

Definitions of Common Terms Used in Services

Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement.

Case Handling: Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

Case Resolution Follow-up: For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

Remote Support Coverage Details

Rockwell Automation will provide TechConnectSM Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed.

Catalog Number	Description	Serial Number
9326-LGXARCHENE	Studio 5000 Architect ESD S/W	2075088878
9326-LGXARCHENE	Studio 5000 Architect ESD S/W	2075096084
9324-RL0300ENF	RSLogix 500 Standard Edition Software	2103009675
9355-RSLETENE	Lnx Ent FT Serv - FT Activation EN sfw	1884026840
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524035642
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524043517
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524043518
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524043519
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524046051
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524046052
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524035641
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524046054
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524046053
9355-WABENE	RSLINX CLASSIC PROFESSIONAL - ENGLISH	1008075076
9355-WABENE	RSLINX CLASSIC PROFESSIONAL - ENGLISH	1008103901
9324-RL0300ENE	RSLogix 500 Standard Edn ESD S/W	1012262676
9357-CNETL3	RSNetWorx For ControlNet ESD Software	1163024477
9357-CNETL3	RSNetWorx For ControlNet ESD Software	1163089144
9357-CNETL3	RSNetWorx For ControlNet ESD Software	1163202680
9357-CNETL3	RSNetWorx For ControlNet ESD Software	1163213275
9357-DNETL3	RSNetWorx For DeviceNet ESD Software	1235242393
9357-DNETL3	RSNetWorx For DeviceNet ESD Software	1235224345
9701-VWSS100LENE	FT View SE Srvr 100D W/RSlinx ESD S/W	2527014095
9357-ENETL3	RSNetWorx For EtherNet ESD Software	1669190768
9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	1835031734
9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	1835097207
9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	1835104842
9355-RSLETENE	Lnx Ent FT Serv - FT Activation EN sfw	1884020187
9521-VPSEVERENE	FT VantagePoint Server ESD S/W	3329005198
9518-HSE250	FT Historian SE 250 tags ESD Software	3317006076

9355-RSLETENE	Lnx Ent FT Serv - FT Activation EN sfw	1884026839
9324-RLD700ENE	Studio 5000 PRO, REPLACED W/9324-RLD700	2022003040
9324-RLD700ENE	Studio 5000 PRO, REPLACED W/9324-RLD700	2022034158
9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	2022084928
9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	2022089979
9521-VPSHRPNTENE	FTVantagePoint SharePoint WebPar ESD S/W	3333005130
9357-ENETL3	RSNetWorx For EtherNet ESD Software	1669075236
9357-ENETL3	RSNetWorx For EtherNet ESD Software	1669180206
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524062484
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524062486
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524062487
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524105933
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524110887
9701-VWSS100LENE	FT View SE Svr 100D W/RSLinx ESD S/W	2527020466
9701-VWSTENE	FT View Studio SE FT View Ent EN ESD S/W	2529020144
9701-VWSTENE	FT View Studio SE FT View Ent EN ESD S/W	2529025264
9701-VWSTENE	FT View Studio SE FT View Ent EN ESD S/W	2529026899
9701-VWSTENE	FT View Studio SE FT View Ent EN ESD S/W	2529026900
9701-VWSS000LENE	FT View SE Svr Unl W/RSLinx ESD S/W	2556008357
9701-VWSS000LENE	FT View SE Svr Unl W/RSLinx ESD S/W	2556008358
9522-VWP05RENE	FT ViewPoint 5 Client License ESD S/W	2929005188
9521-VPDSHENE	FT VantagePoint Dashboard Buildr ESD S/W	2963005851
9521-VPCL05ENE	FT VantagePoint Client 5 CCU ESD S/W	2977005584
9521-VPEMDBCENE	FT VantagePoint EMI db Connector ESD S/W	2997006412
9355-WABENE	RSLINX CLASSIC PROFESSIONAL - ENGLISH	1008074783
9355-WABENE	RSLINX CLASSIC PROFESSIONAL - ENGLISH	1008103917
9357-DNETL3	RSNetWorx For DeviceNet ESD Software	1235028682
9357-DNETL3	RSNetWorx For DeviceNet ESD Software	1235102923
9355-WABENE	RSLINX CLASSIC PROFESSIONAL - ENGLISH	1008103900
9701-VWSCWAENE	FT View Client Site Edition ESD S/W	2524058778

Hardware Type

Automation Control Hardware

LV Drives Low HP

LV Drives Med HP

LV Drives High HP

Std LVMCC

NOTE:

9521-VPDSHENE	FT VantagePoint Dashboard Buildr ESD S/W	2963005851
9521-VPCL05ENE	FT VantagePoint Client 5 CCU ESD S/W	2977005584
9521-VPEMDBCENE	FT VantagePoint EMI db Connector ESD S/W	2997006412

9521-VP SHRPNTENE	FTVantagePoint SharePoint WebPar ESD S/W	3333005130
9521-VP SERVERENE	FT VantagePoint Server ESD S/W	3329005198

The (5) FT-Vantage Point SW packages are included in this support agreement for year 1 of 5 only. After year 1 of the Agreement, if the FT-Vantage Point SW still needs to be under support that will require an additional PO (or 3 Rexel Credits)

My Repairs

The My Repairs section of My Rockwell is where a customer can access specific repair transactions and get detail regarding the status of these repairs.

Repair+ Spend Site Agreement

Basis for Statement of Work

The term of this Repair+ Agreement is 5 Years.

This Repair+ Agreement covers the site listed in the table below.

BPID	Site Name	Address	City	Country
99151444	City of Fresno	5607 W. Jensen Ave.,	Fresno, Ca 93706	USA

Rockwell Automation will provide repair services up to the total Repair Value indicated. This will cover remanufacturing, repair, and exchange services for the site(s) identified during the term of this Agreement.

Total Repair Value USD 30,000.00.

Repair Usage

If no Special Pricing Agreement (SPA) is in effect for the Customer, drawdown from the Repair Value will occur at economy list price for all Rockwell Automation repairs, at any service level. Non-Rockwell Automation repairs will draw down at list price. Any unit covered under an existing warranty will not apply to the Repair Value.

Repair Value Depletion

In the event that all of the available Repair Value is utilized, Customer has the option to either expand the Repair Value or to have subsequent repair services processed as standalone transactions outside of this Agreement. Rockwell Automation is responsible for notifying Customer when the Repair Value has been reached. Additional Repair Value may be purchased with a modified Purchase Order or a new Purchase Order. All additional Repair Value will have the same billing cycle as the existing Agreement unless requested otherwise. If Customer chooses to not expand the Repair Value, an invoice will be sent for any overage beyond the Repair Value. Subsequent repair services will be processed as standalone transactions, billed at the individual standard repair prices.

Unused Repair Value

If unused Repair Value remains at the end of the Agreement term, up to 50% of the unused amount can be added to the Repair Value of a renewal agreement if the renewal is completed on time, before the end date of the existing Agreement, and at an equal or greater annualized value of the original Agreement. For multi-year agreements, the unused amount that can be added to the Repair Value of a renewal agreement shall not exceed 50% of an annualized Repair Value. If Agreement is not renewed on time, any funds not used by the end of this

agreement term shall be forfeited. This applies to both initial Repair Value and any Repair Value additions.

Repair+ Coverage

This Agreement applies to the remanufacture of Rockwell Automation products as well as the repair of Non-Rockwell Automation products that Rockwell Automation deems repairable.

Rockwell Automation Product Repair & Exchange

This Agreement covers the repair of all Rockwell Automation products that Rockwell Automation deems repairable. Repairability is subject to change and availability may vary by region. This Agreement covers all service levels for both repair and exchange services. Service level availability may vary by region.

Non-Rockwell Automation Product Repair Services

This Agreement covers the repair of Non-Rockwell Automation products that Rockwell Automation deems repairable. Availability to repair non-Rockwell Automation products may vary by region. Rockwell Automation reserves the right to limit non-Rockwell Automation repair to no more than 50% of the Total Repair Value. Should this amount be exceeded, additional Repair Value funds may be added or overages can be billed in addition to normal billings against the initial purchase order (or new purchase order) provided for this Agreement.

Fees

This Agreement covers any fees associated with a not like-for-like exchange, late core return, and non-return of a core; fees will be drawn down against the Agreement.

Limited coverage applies to the following:

Discontinued Products

Discontinued products that are no longer deemed repairable by Rockwell Automation are not included in this service. Our best effort to support may be offered.

High HP Drives, Engineered-to-Order and Medium Voltage Equipment Frame 5 drives and larger, along with Engineered-to-Order ^ Medium Voltage products are repaired at the component level.

For these products, Customer will need to determine the component that needs repair and the process to remove to send for repair services.

Inventory Recertification

Availability of Inventory Recertification is limited to select regions and select Rockwell Automation repairable products; if available, the repair value can be used for standard Inventory Recertification.

Products that require special pricing are not covered under this Agreement.

This Agreement does not cover the following:

Non-Repairable (Consumable) Rockwell Automation Products

Rockwell Automation consumable products are not covered by this Agreement.

Catastrophic Failure and Products Deemed Not Repairable

In the instance a product is inspected by the Rockwell Automation and declared non-repairable to Rockwell Automation quality standards, the product may be returned-less-repaired, and Customer will be charged accordingly. In the instance of a catastrophic failure where the entire unit needs replacing or the unit has damage that makes the unit unrepairable without replacing a majority of the

product's internal components and/or where remanufacturing the unit does not adequately remove the reliability risk of the product not performing to specification, product will not be covered under this Agreement and is not eligible for priority exchange. New product will need to be purchased outside of this Agreement; Customer will work with Rockwell Automation to understand lead times.

Direct Replacement

This Agreement does not cover the purchase of direct replacement or new products.

This Agreement does not apply to potentially available upgrade programs.

On-Site Labor

If on-site field labor is required to assist with replacement or installation of parts, hours can be used from the field service component of this agreement. If this agreement does not include field labor hours, then labor can be arranged by contacting your local Rockwell Automation authorized distributor or sales office.

Repair Services Process

Repair services will cover remanufacturing, repair, and exchange services for the site identified during the term of this Agreement. Repair+ Agreement number must be referenced on all transactions. All transactions must be submitted under the site indicated on this Agreement. Rockwell Automation or your local authorized Rockwell Automation distributor will process the repair with the designated Rockwell Automation remanufacturing/repair facility. Upon completion of the remanufacture/repair, the unit will be returned as directed and a no charge invoice will be generated. Any unit deemed non-repairable will be returned-less-repaired.

Priority Exchange Service (Exchange)

Where Priority Exchange service is selected, the process below will be utilized:

A replacement module will be provided in exchange for the failed core (subject to inventory availability). If the Exchange program is utilized, a replacement will be shipped in advance of receipt of the failed core. The failed core must be returned within 15 days of receipt of the advance replacement module. Failed cores that are returned late are subject to a late fee; failed cores that are not returned or returned after the return period are subject to a non-return fee. Modules returned for exchange must be returned in repairable condition.

Priority Exchange Service Limitations

Priority service is not available for countries that import, and export laws require the same unit to be repaired and returned. Priority service is not available for regulated industries that require the same unit to be repaired and returned. Priority service is not available on Frame 5 drives and larger, on Medium Voltage products, or on custom, engineered-to-order products. Repair for these products is at the component level and only select components will be available via priority exchange.

Repair+ Warranty

All remanufacturing, repair, and exchange transactions, both Rockwell Automation products and Non-Rockwell Automation products, shall be warrantied based on the Service Level purchased. Customers with negotiated warranty terms or with coverage under a different warranty agreement shall receive the agreed upon warranty, whichever is greater.

Integrated Service Agreement - Termination for Convenience

Either party may terminate this Support Agreement at any time by giving 120 days written notice. If terminated, the following terms apply: If terminated by Customer, Customer agrees to pay, within 30 days of the termination date, a cancellation fee. The cancellation fee schedule is as follows:

Remaining Years	Cancellation Fee (with required 120-day notice)
Three Years	Current Invoices + services rendered + 6 months of Payments as described in Invoicing Schedule
Two Years	Current Invoices + services rendered + 3 months of Payments as described in the Invoicing Schedule
Last Year	Current Invoices + services rendered + 1 month of Payments as described in the Invoicing Schedule

If a customer only has a one-year Integrated Service Agreement and chooses to cancel, the Last Year Cancellation Fee will apply

Pricing

- Rexel Inc.'s price is based on the Rexel Support Agreement – Plus Agreement.
- Payment Cadence Annual on renewal anniversary
- Annual Agreement \$48,500.00
- Total Agreement over the 5-year term \$242,500.00

Scope Details per proposal #-9915144

EXHIBIT B

INSURANCE REQUIREMENTS

Service Agreement between City of Fresno (City) and Rexel Automation Solutions (Service Provider) Rockwell Control System Maintenance and Support

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 or equivalent providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to SERVICE PROVIDER'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by SERVICE PROVIDER in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.
5. Cyber Liability (Privacy and Data breach) insurance appropriate to SERVICE PROVIDER'S profession.

MINIMUM LIMITS OF INSURANCE

SERVICE PROVIDER, or any party the SERVICE PROVIDER subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **TECHNOLOGY PROFESSIONAL LIABILITY:**
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.
6. **CYBER LIABILITY** insurance with limits of not less than:
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event SERVICE PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SERVICE PROVIDER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SERVICE PROVIDER shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers where allowed by law are to be covered as additional insureds. Additional Insured status under the General

Liability policy shall be broad as that contained in ISO Form CG 20 10 12 19 or CG 20 26 12 19

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of SERVICE PROVIDER'S insurance and shall not contribute with it. SERVICE PROVIDER shall establish primary and non-contributory status under the General Liability policy by use of ISO Form CG 20 01 12 19 or by an executed manuscript insurance company endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 12 19.

All policies of insurance where allowed by law shall contain, or be endorsed to contain, the following provision: SERVICE PROVIDER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Cyber and Technology Professional Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which SERVICE PROVIDER is engaged with the City for such length of time as necessary to cover any and all claims

If the Technology Professional and Cyber Liability insurance policies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SERVICE PROVIDER.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the

Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SERVICE PROVIDER, SERVICE PROVIDER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. These requirements shall survive expiration or termination of the Agreement. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

SERVICE PROVIDER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker.

SUBCONTRACTORS

If SERVICE PROVIDER subcontracts any or all of the services to be performed under this Agreement, SERVICE PROVIDER shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Rockwell Control System Maintenance and Support

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.



 Signature

4/16/2025

 Date

Kevin Machi

 Name

Rexel USA

 Company

540 Martin Avenue

 Address

Santa Clara, CA 95050

 City, State, Zip