

## SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and PROGRESSIVE SOLUTIONS INC, a California corporation (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: RC RFP for Integrated Cashiering and Business License System (Request for Proposals No. 12500203) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of THREE HUNDRED NINETY FIVE THOUSAND NINE HUNDRED THIRTY ONE DOLLARS AND FOURTEEN CENTS (\$395,931.14), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

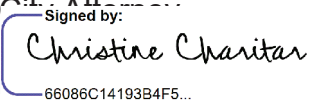

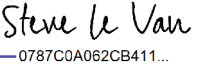
3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless City, its officers, officials, employees, agents and volunteers from and against any and all direct and indirect 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 CONTRACTOR's negligence or willful misconduct; a breach of CONTRACTOR's confidentiality (information not of public record) obligations arising from CONTRACTOR's negligence or willful misconduct; or CONTRACTOR's violation of a law applicable to CONTRACTOR's performance under the contract. City will notify CONTRACTOR promptly in writing of the claim and give CONTRACTOR control over its defense or settlement with City's approval, reasonable approval will not be withheld. City agrees to provide CONTRACTOR with reasonable assistance, cooperation, and information in defending the claim at CONTRACTOR's expense. If CONTRACTOR subcontracts all or any portion of the services to be performed under this Agreement, CONTRACTOR will require each subcontractor to indemnify, hold harmless and defend City and your officers, officials, employees, agents and volunteers in accordance with this paragraph.

This section shall survive termination or expiration of this Agreement.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ Melissa Perales, Purchasing Manager</p> <p>APPROVED AS TO FORM:</p> <p> Signed by: _____ 5/14/2025 66086C14193B4F5... _____ Deputy City Attorney</p> <p>ATTEST: TODD STERMER, CMC City Clerk</p> <p>By: _____ Deputy _____ Date</p>	<p>PROGRESSIVE SOLUTIONS INC., A California corporation</p> <p> Signed by: _____ /6/2025 099103198BAB415... _____ Glenn R Vodhanel</p> <p>Name: _____</p> <p>Title: President (If corporation or LLC., Board Chair, President or Vice President.)</p> <p> Signed by: _____ 5/6/2025 0787C0A062CB411... _____ Steve Le Van</p> <p>Name: _____</p> <p>Title: Secretary (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY: _____</p>
<p>Addresses: CITY: City of Fresno Attention: Santino Danisi Controller 2600 Fresno Street Fresno, CA 93721 Telephone: (559) 621-7006 E-Mail: Santino.Dasini@fresno.gov</p>	<p>CONTRACTOR: Progressive Solutions Inc. Attention: Glenn Vodhanel President 535 W. Whittier Blvd. La Habra, CA 90631 Telephone: (714) 671-1597 E-Mail: sales@progressivesolutions.com</p>