

## Repair Service Agreement

This Repair Service Agreement ("Agreement") is hereby entered into by and between Trane U.S. Inc. dba Trane ("Company") and the County of Ventura ("Customer," and together with the Company, the "Parties"), effective as of April 1, 2023 (the "Effective Date").

- 1. Services to be performed by Company.** Company will perform services for Customer in accordance with the terms, conditions and specifications set forth herein. Company agrees to give preferential service to Customer over non-contract customers.
- 2. Acceptance.** This Agreement provides for the following commercial services (collectively, the "Services"): repairs or other services on the equipment listed on Attachment A or other Customer equipment (the "Covered Equipment") that are not otherwise provided for in the Scheduled Service Agreement between the Parties effective April 1, 2023 (Customer Contract #\_\_\_\_, referred to as the "Scheduled Service Agreement"), and the rental of equipment, as requested by Customer from time to time during the term of this Agreement. This Agreement may be amended only upon written agreement of the Parties. This Agreement is subject to acceptance in writing by the Customer, delivered to Company. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or this Agreement with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
- 3. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth on Attachment B in this Agreement. Except as otherwise stated herein, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 4. Term, Renewal, and Cancellation.** The "Term" of this Agreement shall begin on the Effective Date and continue through May 31, 2024. Thereafter, unless earlier terminated, this Agreement may be renewed for succeeding periods (each a "Renewal Term"), subject to Section 5 of this Agreement, upon written agreement of the Parties. This Agreement may be cancelled upon 30 days' prior written notice of either Party to the other (for any reason or no reason). Customer shall remain liable for any amounts due and unpaid if either party cancels the Agreement.
- 5. Renewal Pricing Adjustment.** The Service Fees for an impending Renewal Term shall be calculated as set forth in the Attachment B hereto and set forth in the service renewal letter furnished to Customer.
- 6. Payment.** Payment is due net 30 days following receipt of Company's invoice. Without liability to Customer, Company may discontinue performance whenever payment is overdue.
- 7. Breach.** Each of the following constitutes a breach by a Party and shall give the other Party the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination: (a) Any failure by Customer to pay amounts when due; (b) any general assignment by a Party for the benefit of its creditors, or a Party's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by a Party in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by a Party to perform or comply with any material provision of this Agreement. Upon termination, Customer shall be liable to the Company for undisputed amounts due and unpaid as of the termination date.
- 8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin,

Customer will provide any necessary access platforms or catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer repairable. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure, except to the extent of Company's negligence or willful misconduct. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion.

**9. Customer Obligations.** Customer shall provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work.

**10. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be liable for, any of the following: (a) any guarantee of room conditions or system performance; (b) building access or alterations that might be necessary to repair Covered Equipment; and (c) any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement

**11. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up following repair or replacement; and (b) the labor portion of the Services has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor improperly performed by Company. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and refrigerant not supplied by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Company Limited Warranty shall not apply to those components and any warranty of the components shall be the warranty given by such component supplier. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE LIMITED WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

**12. Indemnity.** All activities and/or work covered by this Agreement shall be at the risk of Company alone. Company agrees to defend, indemnify and save harmless Customer, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits (whether against Company, Customer or others), judgements, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly

out of the obligations of this Agreement or undertaken or out of operations conducted or subsidized in whole or in part by Company, save and except claims or litigations arising through the sole negligence or wrongdoing and/or sole willful misconduct of Customer. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE ENERGY AND BUILDING PERFORMANCE SERVICES PROVIDED; INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK. Notwithstanding the foregoing, in no event shall this Section 13 apply to claims covered by insurance or to any obligation of the Company to indemnify Customer.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, to the best of its knowledge, there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be working. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company or otherwise due to Company's negligence or willful misconduct. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** A) Company, at its sole cost and expense, will obtain and maintain in full force during the term of the Agreement the following types of insurance:

1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Company and Employer's Liability in the minimum amount of \$1,000,000.

B) All insurance required will be primary coverage as respects Customer and any insurance or self insurance maintained by Customer will be excess of Company's insurance coverage and will not contribute to it.

C) Customer is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D) Customer is to be named as additional insured as respects to work done by Company for General Liability Insurance.

E) With respect to Workers' Compensation, Company agrees to waive all rights of subrogation against Customer, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by Company under the terms of the Agreement.

F) Policies will not be canceled, non renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Customer's Risk Management Division.

G) Company agrees to provide Customer with the following insurance documents on or before the Effective Date:

1. Certificates of insurance for all required coverage.
2. Additional insured endorsement for General Liability Insurance.
3. Waiver of subrogation endorsement (a.k.a.: waiver of transfer rights of recovery against others, waiver of our right to recover from others) for Workers' Compensation.

**16. Force Majeure.** A Party's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If a Party is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at the other Party's election (i) remain in effect but the Party's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to the other Party, in which event, as applicable, Customer shall pay Company for undisputed amounts due and unpaid to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of a Party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Remote Connectivity.** Remote connectivity services refers to services by Company provided, to any extent, using any method of connecting to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data via phone modem, internet or other agreed upon means. These Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer solely in connection with Company's provision of Services pursuant to this Agreement. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For energy and building performance service (except energy assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the

Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company becomes aware. Any breach in privacy of which Customer becomes aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of California. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state of California. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the Parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. This Agreement may not be amended, modified or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent Company and Customer are signatories thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Neither Party may assign, transfer, or convey this Agreement, or any part hereof, without the written consent of the other Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile, pdf or other electronic copy hereof or the several counterparts shall suffice as an original.

**19. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. This Agreement is subject to the pricing terms and conditions of Omnia contract #3341, except as follows:

- a. Any provision inconsistent with the provisions contained herein.
- b. Any amendment to Omnia contract # 3341, unless separately agreed to in writing by Customer.

21. The Parties agree that, notwithstanding any terms and conditions that may be attached to or referenced in any quotation or proposal for Services to be provided pursuant to this Agreement, the terms and conditions of this Agreement alone shall govern such transactions.

| <b>Customer Acceptance</b> | <b>Company Acceptance</b> |
|----------------------------|---------------------------|
| Authorized Representative  | Authorized Representative |
| Signature:                 | Signature:                |
| Printed:                   | Printed:                  |
| Title:                     | Title:                    |
| Date:                      | Date:                     |

## COVERED EQUIPMENT

"Covered Equipment" includes the following at the Santa Paula Hospital campus:

| Building    | Air-cooled Chillers | Water-cooled Chillers | Cooling Towers | Air-handlers | Packaged Units (<25tons) |
|-------------|---------------------|-----------------------|----------------|--------------|--------------------------|
| SP Hospital | 2                   | 1                     | 1              | 9            | 4                        |
| SPH Admin   | -                   | -                     | -              | -            | 3                        |

"Covered Equipment" includes the following at the Ventura County Medical Center campus:

| Building                 | Air-cooled Chillers | Water-cooled Chillers | Cooling Towers | Air-Handlers | Packaged Units (<25tons) | Packaged Units (>25tons) |
|--------------------------|---------------------|-----------------------|----------------|--------------|--------------------------|--------------------------|
| AFMC (Bldg. 340)         | -                   | 2                     | 1              | 4            | -                        | -                        |
| VCMC Fainer              | -                   | 1                     | -              | 1            | -                        | -                        |
| VCMC HRW                 | -                   | 3                     | 1              | 13           | -                        | -                        |
| VCMC IPU                 | 1                   | -                     | 1              | 2            | -                        | -                        |
| VCMC Lab/Dietary         | 1                   | 2                     | 1              | 4            | -                        | -                        |
| 3147 Loma Vista          | -                   | -                     | -              | -            | 8                        | -                        |
| VCMC Bldg. 402 (trailer) | -                   | -                     | -              | -            | 12                       | -                        |
| VCMC Vintage             | 2                   | 1                     | 1              | 12           | 13                       | -                        |

"Covered Equipment" also includes any other equipment at the hospital campus sites listed on this Attachment A for which Services are requested.

## **RATES**

**Covered Equipment will be serviced based on the following labor rate summary table:**

| <b>Labor Classification</b>    | <b>Rate</b> |
|--------------------------------|-------------|
| HVAC Commercial A/C technician | \$221.31    |
| HVAC Light Commercial          | \$177.61    |
| Miscellaneous Materials Margin | 28.5%       |

**The Covered Equipment will be serviced based on the following clarifications:**

1. Pricing is based on rates defined in Omnia contract #3341.
2. All labor rates are based on prevailing wages defined in Omnia contract #3341.
3. All labor rates are based on standard hours.
4. Overtime rates (afterhours & Saturday): 1.50 x Standard Rate.
5. Premium rates (holidays & Sunday): 2.00 x Standard Rate.
6. Per diem rates: \$100/day/person (when required).
7. Minimum charge of 2 hours for all overtime and premium time work.
8. Rates will be adjusted annually at renewal date based on the following formula set out in Omnia contract #3341, not to exceed 5% per year:
  - Percent field labor adjustment factor change from previous year (60%)
  - Percent material price index change from previous year (30%)
  - Percent office and operating expense changes from the previous year (10%)
9. Services will be performed in compliance with the Customer's competitive bid requirements.
10. Service Fees for one service request may not exceed \$25,000 without the prior written consent of Customer's Purchasing Agent or designee.
11. Invoicing will be issued upon completion of work.

**All Trane rental equipment (product code TR-101) will be provided at a rate equal to list price multiplied by 0.4146 (the multiplier).**