

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this the _____, by and between, CITI, Inc., a North Carolina corporation with its principal business offices located at 4030 Yancey Rd., Charlotte, NC 28217 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the operation of water and sewer utilities, including pipes, drains, facilities, and associated equipment, which from time to time require maintenance, repair, installation, removal, testing, and inspection as well as instrumentation and control system services for water and wastewater projects; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, Contractor provides the professional services required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services, quote, and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services and quote is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Programmable Logic Controllers (PLC) programming, Supervisory Control and Data

Acquisition (SCADA) and Human-Machine Interface (HMI) programming and SCADA Structured Query Language (SQL) report development, field instrumentation setup and calibration, control panel and PLC panel design and assembly, copper and fiber networking layout and configuration. Contractor services also include, but are not limited to:

- Field instrumentation setup, troubleshooting, and calibration
- Control panel and PLC panel design and fabrication
- Copper and fiber network design and configuration
- Fiber optic cable termination and testing
- Radio telemetry implementation and support
- PLC programming
- SCADA HMI development
- SQL database and reporting solutions

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote. Rates for services to be provided pursuant to this Agreement are as follows:

On-Call Services

The following services will be provided on a time-and-materials basis or as lump sum projects, depending on Town needs.

Category of Service and man-hour billing rates	1	2
	8AM to 5PM Monday-Friday	Non-Business Hours
Project Management	\$180	NA
Clerical	\$90	NA
I&C Design	\$170	NA

I&C Services	\$170	\$260
Panel Fabrication	\$120	NA

On-Call Services Reimbursable Expenses

Category	Maximum reimbursement
Per diem for overnight expenses	\$160 per day per person
Motor vehicle mileage	No Charge
Charges for use of rental equipment	Cost x 1.15
Charges for additional insurance coverage	Cost x 1.15
Charges for reproduction of documents	Cost x 1.15
Charges for manufacturer's service department	Cost x 1.05
Charges for materials	Cost x 1.15

On-call emergency services are estimated to be provided within 48 hours of a request with primary support being provided by Contractor's Cary, NC office with additional support from its Charlotte office as needed. Rates for services above do not include replacement parts, software, or expendables, which will be procured and invoiced upon approval by Town.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30th, 2029, unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 14 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. Quotes for work shall be consistent with the rates identified in Section 1 of this Agreement. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the Contractor's negligence. Additionally, Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits, damages, expenses, or losses, including all direct, indirect, and consequential costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers based in whole or in part on or arising in whole or in part out of any act, omission, or conduct of Contractor associated with a data breach, cyber-attack, ransomware attack, or any unauthorized disclosure of, access to, or use of Town data or unauthorized access to Town systems. This Section 5 shall survive the termination of this Agreement.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State

of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications.

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, cyber liability coverage in the minimum amount of \$4,000,000 including coverage for crisis management expenses, business interruption, cyber extortion, forensic investigations, and regulatory defense expenses, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation insurance within the statutory limits, and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. CYBERSECURITY REQUIREMENTS.

A. Cyber Incident Notification.

Contractor shall notify the Town within 24 hours of discovering any of the following:

- A confirmed or suspected breach of the Contractor's own information technology systems or environment.
- Ransomware or malware infection on any Contractor device that has connected to Town systems or holds credentials for Town infrastructure.
- Compromise of any credentials used to access Town systems.
- Any cyber event within the Contractor's environment that may affect the confidentiality, integrity, or availability of Town systems or networks.
- Should any of the above occur, Contractor shall provide digital forensics data relevant to the occurrence to the Town.

Notification shall be made to the Town's representative identified in Section 14 of this Agreement as well as to the Town IT Manager, Conrad Sain, at conrad.sain@apexnc.org and 919-372-7447.

B. Endpoint and Device Security.

Contractor-owned devices that connect to Town terminals, equipment, networks or systems must have the following in place:

- Current and actively updated endpoint protection (EDR/XDR/MDR).
- Operating system and software patched to current vendor-supported levels.
- Full-disk encryption enabled.
 - No unauthorized software, remote access tools, or peer-to-peer applications installed.
 - PLC programming software and firmware files sourced only from verified vendor repositories.

The Town may inspect or deny connection of any Contractor device that does not meet the above criteria.

By executing this Agreement, Contractor hereby certifies that its operations are in compliance with NIST SP 800-82 (Guide to OT/ICS Security) or NIST CSF. Contractor agrees that Town system data and configurations are securely stored and protected at all times and in the event of a data security breach Contractor shall take all necessary and reasonable step to protect Town data and information. Town-issued credentials provided to Contractor must never be stored in plaintext, shared via unsecured channels, or retained on Contractor systems following the termination of this Agreement.

C. Access Controls and Credential Management

All Contractor credentials for Town systems will be issued and managed by the Town's Information Technology (IT) department. Credentials will be unique to each individual employed by the Contractor and will not be shared by Contractor's employees.

Credentials shall be rotated at the start and completion of each scope of work, or at minimum every 90 days during any specific scope of work. Contractor shall immediately notify the Town IT Manager of any personnel changes affecting individuals with access to Town systems. Access will be revoked within 24 hours for any Contractor personnel that is terminated, reassigned, or no longer requires credentials. Contractor agrees that it will not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third-party platforms.

D. Remote Access Requirements

If remote access is granted for SCADA/PLC troubleshooting, all sessions must occur through Town-managed infrastructure in accordance with the following:

- Remote access is permitted only through Town-approved and Town-managed VPN or secure access solutions.
- Multi-factor authentication (MFA) is required for all remote sessions.
- Contractor acknowledges that all remote sessions will be logged by the Town's IT department, including user identity, timestamps, and systems accessed.
- Remote access must be time-limited and will be revoked upon completion of each authorized scope of work.
- Contractor shall not establish any independent remote access pathways to Town systems (e.g., cellular modems, TeamViewer, AnyDesk, or similar tools) without written approval from the Town.
- Contractor shall not install persistent remote access software on any Town-owned system.
- Contractor shall not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third party platforms unless the Town consents in writing.

E. Restrictions on Network and Infrastructure Changes.

Contractor shall not make, or allow to be made, any changes, modifications, or alterations to any Town networks, configurations, or systems including the following:

- Contractor shall not modify network topology, firewall rules, switch configurations,

VLAN assignments, or server configurations.

- Contractor shall not connect Town OT/SCADA networks to the Contractor's corporate network, the public internet, or any external system.
- Contractor shall not install, remove, or reconfigure any Town network equipment, servers, or infrastructure components.
- If any work requires infrastructure changes Contractor shall submit the requested changes to the Town's representative for review.

F. Subcontractors

Contractor agrees that any subcontractors retained to perform any services authorized by this Agreement will comply with all requirements of Contractor detailed in this Section 10, including but not limited to, endpoint security, access control, and credential management requirements. Contractor is responsible for all subcontractor performance and security and will notify Town prior to retaining any subcontractor to perform services pursuant to this Agreement. Town consent, which will not be unreasonably withheld, shall be obtained prior to the use of subcontractors pursuant to this Agreement.

G. Contractor Personnel

Contractor warrants and agrees that all Contractor personnel that will perform pursuant to this Agreement have undergone criminal background checks. Contractor will provide the Town with a list of all personnel that will need access to any Town systems or networks within 10 days of the execution of this Agreement and update said list whenever there are changes in personnel status.

H. Confidentiality

Contractor shall maintain the confidentiality of all Town system documentation, network diagrams, IP addresses, credentials, SCADA configurations, PLC programs, and system architecture information. Contractor agrees that none of the above information will be shared or stored with, or disclosed to, any third party. Upon termination of this Agreement Contractor will return all information identified in this Subsection G to the Town within 20 days of termination.

I. Cybersecurity Audit.

In the event of a cyber incident, data breach, ransomware attack, or unauthorized access of Contractor data or systems, Contractor will cooperate with a Town audit of the Contractor's cybersecurity practices and compliance with Section 10 of this Agreement.

11. PRE-PROJECT SAFETY REVIEW MEETING.

If requested by the Town, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

12. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate this Agreement upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement. Notwithstanding the foregoing sentence, in the event of a cybersecurity event, ransomware event, or data breach of Contractor, or any violation of Section 10 of this Agreement, Town may terminate or suspend this Agreement immediately. Upon termination or suspension Contractor will discontinue all access to Town systems and networks.

13. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

14. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR:	TO TOWN: Town of Apex
Attn: Leonardo Jurado Contractor: CITI, Inc Address: 600 Pinner Weald Way, Suite 102 Cary, NC, 27513 Email: LJurado@citi-inc.com	Attn: Jonathan Jacobs Water Resources PO Box 250 Apex NC 27502 jonathan.jacobs@apexnc.org Invoices: Apex.Invoices@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic,

war, riot, civil disobedience, or other event reasonably outside of the parties' control.

16. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

18. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

19. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

21. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

22. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

23. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but

without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

24. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

25. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

26. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

27. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

28. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

29. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this the _____.

CITI, Inc.



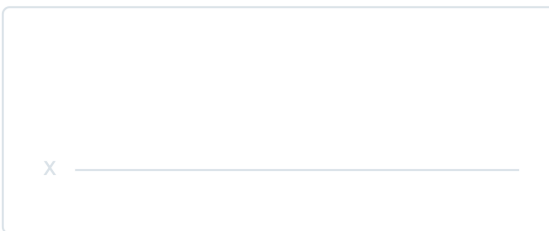
X _____

Leonardo Jurado

Email: ljurado@citi-inc.com

Timestamp: [empty signing timestamp]

Town of Apex



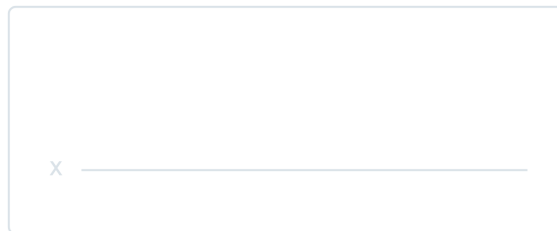
X _____

Randal E. Vosburg, Town Manager

Email: [empty member email]

Timestamp: [empty signing timestamp]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]