

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NO. 260237B**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this ____ day of ____, 2025 by and between NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a Special District of the State of California, hereinafter referred to as “District,” and ONERAIN INCORPORATED, whose address is 1531 Skyway Drive, Unit D, Longmont, CO 80504, hereinafter referred to as “Contractor.”

RECITALS

- A. District wishes to obtain professional services, as authorized by Government Code section 31000, in order to maintain its existing countywide network of stream and rainfall gages (ALERT system) using CONTRAIL and Elements 360 software and associated support services; and
- B. Contractor is willing to provide such specialized services to District under the terms and conditions set forth herein; and
- C. It is the intent of the parties that this Agreement replace and supersede any other agreement or agreements, oral or written, that the District may have with Contractor with respect to the subject matter covered by this Agreement.
- D. For good and valuable consideration, the sufficiency of which is acknowledged, District and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Contractor shall provide professional services to District as described in Exhibit “A,” in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by District (if any), and Contractor’s proposal or statement of qualifications.

1.2 Schedule. Contractor shall perform and complete the scope of services in accordance with the schedule requirements set forth in Exhibit “A” (if any). Contractor shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit “A.”

1.3 Standard of Care. Contractor represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised

by reputable professionals practicing in the same field of service in the State of California. Contractor shall correct any professional services falling below this standard at its sole cost and expense, if notified by District within one year after completion of such services. This standard of care is in addition to any other remedies that may be available to District in law or equity.

1.4 Correction of Deficient Services. Contractor shall take reasonable steps to commence correction of any services that fails to meet the standard of care within seven (7) days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven (7) days or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence correction of such services upon written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing such correction.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Contractor's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Contractor in writing and approved by District.

1.7 Government Code Section 7550. Every document or report prepared by Contractor for or under the direction of District pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by non-employees of District exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. This Agreement shall be effective on the date entered at the top of page 1 of this Agreement (Effective Date). This Agreement shall expire five (5) year(s) after the Effective Date unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. District may suspend all or any portion of Contractor's performance under this Agreement at its sole option and for its convenience for a reasonable period of time not to exceed sixty (60) days. District must first give ten (10) days written notice to Contractor of such suspension. District will pay to Contractor a sum equivalent to the reasonable value of the services satisfactorily provided up to the date of suspension. District may rescind the suspension prior to or at sixty (60) days by providing Contractor with written notice

of the rescission, at which time Contractor will be required to resume performance in compliance with the terms and provisions of this Agreement. Contractor shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

2.3 Termination for Convenience. At its sole option and for its convenience, District may terminate all or any portion of this Agreement by giving thirty (30) days written notice of such termination to Contractor. The termination of the Agreement shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Agreement, Contractor shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Agreement. Contractor shall deliver to District all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Agreement, whether completed or unfinished. Contractor may keep copies for its own records. District shall pay Contractor for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Contractor in providing District with the data and documents required by this paragraph. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. District may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely provide services in accordance with the schedule. If Contractor fails to satisfactorily cure a default within ten (10) days of receiving written notice from District specifying the nature of the default, District may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of District enumerated in this paragraph are cumulative and shall not limit, waive, or deny any of District's rights under any other provision of this Agreement. Nor does this paragraph otherwise waive or deny any right or remedy, at law or in equity, that may be available to District.

2.4.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.3.

2.4.2 Cost to Cover. If District terminates this Agreement for cause, District may procure equivalent services from a different source, and Contractor shall reimburse District for any increased costs.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. District shall pay Contractor at the hourly rates set forth in Exhibit “B.”

3.1.2 Expenses. Travel or other expenses will only be reimbursed by District if such expenses are specifically identified in Exhibit “B.” Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit “B.”

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of THIRTY THOUSAND DOLLARS (\$30,000) per contract year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Contractor may submit one invoice per calendar month, in arrears for services provided, to the District Engineer who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than fifteen (15) days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor which indicate Contractor’s name, address, Social Security or Taxpayer Identification Number, and the name of the project or District Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit “B” provides for a fixed or lump sum price and Contractor presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit “B,” which will allow Contractor to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Directors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. District is not obligated to pay Contractor,

nor is Contractor obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Directors.

3.4 Price Adjustments. After the first contract year, District may increase the unit prices or hourly rates in Exhibit “B” upon approval of Contractor’s written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Contractor’s request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Contractor, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Contractor must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. District may only approve Contractor’s request in writing. This paragraph does not apply where compensation is based on fixed prices or lump sums.

ARTICLE IV – INSURANCE

4.1 Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit “C.”

4.2 Inclusion in Subcontracts. Contractor shall require its sub-contractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit “C.”

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless District and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, Contractors and sub-contractors in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of District. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Contractor is providing the services of a “design professional” as defined in California Civil Code section 2782, District acknowledges that Contractor’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue so long as a viable claim exists.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with Napa County Policies. Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on Napa County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of District employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement, which would interfere with compliance or induce violation of these policies by District employees or Contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this

Agreement. Contractor shall comply immediately with all directives issued by District or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Contractor acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.2.1 Subsequent Contracts. Contractor's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with District. District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

7.2.2 Statements of Economic Interests. Reserved.

7.3 Taxes. Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Contractor shall indemnify and hold District harmless from any liability it may incur to the United States or the State of California if Contractor fails to pay or withhold, when due, all such taxes and obligations. If District is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish District with proof of payment of taxes or withholdings on those earnings within 10 (ten) business days after notice from District.

7.4 Prevailing Wage Requirements. Reserved.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using

mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required travel and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within ten (10) business days, unless a longer period is mutually agreed to in writing by Contractor and District. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though District's recommendation of settlement may be subject to the approval of the Board of Directors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Contractor shall provide District with access to Contractor's records which are reasonably necessary for District to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within ten (10) business days after written request by District, either by providing copies of the requested records to District or allowing District to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four (4) years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or

communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT:
Napa County Flood Control
and Water Conservation District
804 First St, Napa CA, 94558

CONTRACTOR:
OneRain Incorporated
1531 Skyway Dr, Unit D
Longmont, CO 80504

9.3 Independent Contractors. Contractor and its sub-contractors, if any, are independent contractors and not agents of District. Any provisions of this Agreement that may appear to give District any right to direct Contractor concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of District concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced

herein. No person other than District and Contractor shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their sub-contractors, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Contractor and any sub-contractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of District. Neither the documents nor their contents shall be released by Contractor or any sub-contractor to any third party without the prior written consent of District. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by District; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by District.

9.9 Insolvency. Contractor shall notify District if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorneys Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to

this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of District in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 2.4.2 (Cost to Cover), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time and no compensation shall be paid for such extra work.

9.17 No Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without District's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at District's sole discretion. In no event shall any putative assignment create a contractual relationship between District and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

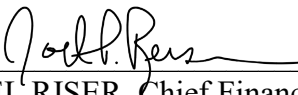
9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Agreement is executed by Napa County Flood Control and Water Conservation District, acting by and through the Chair of the Board of Directors, and by Contractor through its duly authorized officer(s).

ONERAIN, INC.

By 
JAMES LOGAN, Chief Executive Officer

By 
JOEL RISER, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, a special district of
the State of California

By _____
JOELLE GALLAGHER, Chairperson of the Board of
Directors

“DISTRICT”

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> District Counsel Date: <u>November 20, 2025</u> [No 2486]	APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Secretary of the District Board By: _____
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EXHIBIT “A”

SCOPE OF SERVICES

The scope of services covers 1) extension of the Districts’ existing Contrail services, and 2) the full migration of the District’s existing Contrail configuration into the latest generation AEM Elements 360 platform including one time setup, configuration and training services, 3) annual subscription to multi-year Elements 360 software. This migration includes all sites, sensors, calculations, thresholds, alarms, user roles, and historical data, followed by five years of hosted AEM Elements 360 services. AEM will complete all platform setup and validation, help replicate Napa’s current alerting workflows, and assist with configuring dashboards, displays, and user access. The scope also includes onboarding and refresher training for staff, ongoing hosting and system maintenance, automated monitoring and health alerts, continuous software updates, and access to AEM’s support team throughout the term of the agreement to ensure reliable, long-term operation of Napa’s hydrometeorological network.

Schedule of implementation for Scope of Services described above:

- 1) January 1, 2025 – June 30, 2026: Contrail services extension for continuity
- 2) June 1, 2026 – June 30, 2026: Migration and configuration to AEM Elements 360
- 3) July 1, 2026 – June 30, 2031: Activation of multi-year annual subscription to AEM Elements 360 software, onboarding, and optimization.

EXHIBIT “B”

COMPENSATION AND FEE SCHEDULE

1) Contrail Extension

Product Code	Description	QTY	Unit Price	Total Price
OR-1201-3	Contrail 7-month managed and hosted application service subscription	1.00	\$7,700.00	\$7,700.00
OR-1251	Contrail Camera Basic – 7 months		\$67.13	\$67.13
Contrail Extension Total:				\$7,767.13

2) One-Time Services

Product Code	Description	QTY	Unit Price	Total Price
AEM19001	AEM Elements 360 Advanced Set-up and Configuration – service	1.00	\$3,500.00	\$3,500.00
AEM19003	AEM Elements 360 Training, Online – service	1.00	\$1,260.00	\$1,260.00
One-Time Services Total:				\$4,760.00 *0

**One time service fee's waived*

3) AEM Elements 360 Annual Subscription

AEM Elements 360 Core Package				
Includes: Dedicated software instance hosted by AEM, Up to 3 Administrator User Accounts, Up to 10 Standard User Accounts, Up to 100 Sensing Locations, Alerts with notifications by email to Up to 25 recipients, Alerts with notifications by SMS to Up to 25 recipients, Up to 3 Alerting Location (Lightning, NWS, or DTA), Map Layers and Dashboard Widgets for Flood Risk, Severe Weather, and Wildfire, Custom Map Layers, API Access (Local data)				
Product Code	Description	QTY	Unit Price	Total Price
AEM11012, AEM13101	AEM Elements 360 Core Package with Camera Basic – Year 1	1.00	\$19,700.00	\$19,700.00
AEM11012, AEM13101	AEM Elements 360 Core Package with Camera Basic – Year 2	1.00	\$20,685.00	\$20,685.00
AEM11012, AEM13101	AEM Elements 360 Core Package with Camera Basic – Year 3	1.00	\$21,719.25	\$21,719.25
AEM11012, AEM13101	AEM Elements 360 Core Package with Camera Basic – Year 4	1.00	\$21,719.25	\$21,719.25
AEM11012, AEM13101	AEM Elements 360 Core Package with Camera Basic – Year 5	1.00	\$21,719.25	\$21,719.25

EXHIBIT "C"

INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement, including but not limited to, coverage for workers compensation and employer's liability and a waiver of subrogation, and shall provide District with certification of all such coverages upon request by District's Risk Manager.

C.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of District's Risk Manager, demonstrated by other evidence of coverage acceptable to District's Risk Manager,

which shall be filed by Contractor with the District administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its District number or title and department; shall be kept current during the term of this Agreement; shall provide that District shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County Flood Control and Water Conservation District, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by District's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of

and upon request by District's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Napa County Flood Control and Water Conservation District, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.