



MASTER SERVICES AGREEMENT EARLY FLOOD WARNING SOFTWARE SERVICES

THIS MASTER SERVICES AGREEMENT ("**Agreement**"), effective as of July 5, 2018 ("**Effective Date**"), is entered into by and between the North Central Texas Council of Governments ("**NCTCOG**"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and OneRain, Inc. ("**Contractor**"), with offices located at 1531 Skyway Drive, Unit D, Longmont, CO 80504.

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Early Flood Warning Software Services (hereinafter, "**Services**") to governmental entities participating in the North Texas SHARE program (hereinafter "**Participating Entities**") through a Master Interlocal Agreement and Services Order (Attachment I) with NCTCOG. The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals (hereinafter, "**RFP**"). The Contractor demonstrated they have the resources, experience, and qualifications to perform professional early flood warning software services, which is of interest to Participating Entities and was procured via RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to NCTCOG RFP # NCT-2017-01.

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in the written Services Order issued by NCTCOG or Participating Entities. Any such Services Order is hereby incorporated by reference and made a part of this Agreement, and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Services Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Services Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Services Order shall be set forth in a subsequent Services Order. Contractor will not implement any changes or any new Services until a Services Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Services Order. Participating Entity shall not be liable for any amounts not included in a Services Order in the absence of a fully executed amendment of Services Order.
- 2.4 Pricing for items found on the Services Order (Attachment 1) represent the maximum cost for each item offered by the Contractor.

2.5 NCTCOG Obligations

- 2.5.1 NCTCOG agrees to serve as a facilitator with respect to the Services.
- 2.5.2 NCTCOG agrees to serve as the billing administrator for the Services.
- 2.5.3 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must have executed a Services Order through the NCTCOG. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.6.3 In order to utilize the Services, Participating Entities will agree to the terms of a Software Hosting and End-User License Subscription agreement (Attachment II) with the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to conduct, instruct, and/or implement Early Flood Warning Software Services consistent with the requirements and intent of RFP #NCT-2017-01.
- 2.7.2 If applicable, Contractor shall provide all necessary field inspectors, vehicles, tools, equipment, and traffic control required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment I, Services Order.
- 2.7.3 Contractor agrees to establish a data bridge with their prior-established clients within the NCTCOG member region, and all clients that will join under this Agreement in the NCTCOG region. Shared data will be used to provide a regional platform of flood and rainfall information for the benefit of all SHARE Participating Entities.

2.8 Requirements of the Software

- 2.8.1 Provide reliable software with cloud-based data availability.
- 2.8.2 Software must incorporate mobile phone accessible data that supports major mobile operating systems (iOS, Android, etc.)
- 2.8.3 Software shall have web-accessible user interface (login portals). The maintenance of this website will be the responsibility of the Contractor.
- 2.8.4 Software must be compatible with all versions of commonly used internet browsers (Internet Explorer, Mozilla Firefox, Google Chrome, etc.)
- 2.8.5 Have access to a dedicated software support staff that is available at all hours for the support of any problems with OneRain's hosted services.
- 2.8.6 Data that is protected on a recoverable back-up system that includes all history collected on a virtual server.
- 2.8.7 Software data should be made publicly accessible in real time (all data accessible to the public should contain a disclaimer that the data is raw and should be used at their own risk).
- 2.8.8 Data will be reported to the National Weather Service (NWS) and tied to the hydrologic radio frequency shared data system.
- 2.8.9 Data is to be communicated using Automated Local Evaluation in Real Time (ALERT) and/or ALERT2 and other 2-way protocols. System must be able to process all protocols.
- 2.8.10 Data is to be exportable to CSV, SHEF, API and other common formats.
- 2.8.11 Data is compatible with ArcGIS and can be uploaded to ArcGIS. OneRain staff will work with each agency's GIS staff to support Contrail data integration into GIS.
- 2.8.12 Software is capable of providing an interactive and real-time map view of all monitored sites and sensors, with predefined user views configurable to individual needs.
- 2.8.13 Software will address system security issues and provide controls.
- 2.8.14 Software will ensure effective data migration (import historical data collected through other software)
- 2.8.15 Contractor will provide reference manuals and training materials/services that shall be available for both users and IT staff.

- 2.8.16 Software must have the ability to control compatible external devices such as warning lights, automated barricades, sirens, etc. through the ALERT or ALERT 2 protocols, with the ability to manipulate them for testing purposes.
- 2.8.17 Software is to be provided with formal system testing procedures.
- 2.8.18 Software shall contain system diagnostics and evaluation options for hardware, including battery level, etc.
- 2.8.19 Software shall have the ability to perform automatic application updates (standard product releases).
- 2.8.20 Software shall be capable of ingesting data from, and delivering data to NEXRAD and CASA.
- 2.8.21 Software shall provide redundant communication capabilities both for data input and customer access (radio, satellite, land lines, etc.)
- 2.8.22 Software shall generate alerts based upon evaluation against user-defined trigger events to specified staff such as emergency responders, public information officers, etc.
- 2.8.23 Software and data systems must be designed for all data to be exported and transferable to other databases and systems in the future, with ownership rights of all regional data retained by NCTCOG.
- 2.8.24 All updates, patches, plugins, support for current or future web browsers, and other changes to technology made to/for this software solution after the adoption of this MSA are expected to be made available to SHARE under this contract.

ARTICLE III TERM

- 3.1 **Term.** This Agreement will commence on the Effective Date and remain in effect for an initial two (2) year period ending on July 4, 2020 (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms. The total term of this Agreement shall not exceed six (6) years.

NCTCOG reserves the right to periodically procure early flood warning software services in the future to supplement the pool of Contractor(s), on an as needed basis. Contractor(s) with an existing Master Services Agreement(s) will not be required to respond to any such procurements which may occur during the term of this Agreement.

- 3.2 **Termination.** NCTCOG may terminate this Agreement and/or any Services Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Services Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Services Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Services Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

- 3.2.1 **Termination for Lack of Budget:** This Agreement or applicable Services Order may be terminated in the event that a Participating Entity's governing body fails to appropriate funds payable to NCTCOG in support of this Agreement or applicable Services Order as follows: NCTCOG will have the option, upon twenty (20) days' prior written notice to One Rain, to terminate this Agreement or applicable Services Order at the end of each fiscal year of NCTCOG through the end of the Agreement Term. If NCTCOG provides written notice of termination under this subsection, termination shall not be effective any earlier than 365 days after the Effective Date of this Agreement or applicable Services Order.
- 3.2.2 **Termination for Convenience:** Upon six (6) months' prior written notice to One Rain, NCTCOG may terminate this Agreement without cause ("**Early Termination**"). Early Termination shall not be effective unless NCTCOG pays One Rain all fees due and owing through the termination date (and will receive no refunds).
- 3.2.3 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to NCTCOG upon execution of a Services Order, with Net 60 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Services Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its shared services program. Contractor shall submit to NCTCOG a report that identifies any new client Participating Entities, the total contracted value of services that each Participating Entity desires, and any addendums, Request(s) for Service, etc., between the Contractor and Participating Entity upon execution of a Services Order. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
PO Box 5888
Arlington, TX 76005-5888
Email: NorthTexasSHARE@nctcog.org

ARTICLE V PAYMENTS TO VENDOR

- 5.1 **Items Represented.** Contractor shall provide the Two Contrail ® Server Software Solution, a managed application service, to the NCTCOG on a fixed annual subscription basis. Contrail Servers are to reside in Contractor's secure industrial data center, and Contractor is responsible for their maintenance and updates. A comprehensive list of subscription costs may be found as **Attachment I: Pricing for NCTCOG Regional Flood Early Warning**.
- 5.2 **Setup, Subscription, and Implementation.** NCTCOG shall pay an initial \$43,560.00 for setup, implementation, and first-year subscription costs that includes all items and services mentioned in Attachment I. Contractor shall provide ten (10) licenses to the NCTCOG for distribution to SHARE Participants as part of the Implementation costs.
- 5.3 **Recurring Subscription.** NCTCOG shall pay a recurring fee of \$36,200 for subscription services listed in Attachment I, to include the Contrail Servers, StormData™ Real-time Gauge-Adjusted Radar Rainfall Services, and Custom Contrail Administrative Support. Future licenses shall be made available to the NCTCOG at a rate of five (5) licenses for \$5000.00 annually, which NCTCOG will pay in addition to their base recurring fees.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

**ARTICLE VII
REPRESENTATION AND WARRANTIES**

7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all of the necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.
- 8.2 Ownership.** Contractor acknowledges that NCTCOG or Participating Entities, as governmental entities, are subject to the Texas Public Information Act. No title or ownership rights to the Services software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 Notices. All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Phone: (817) 695-2534 Email: northtexasshare@nctcog.org ; kkirkpatrick@nctcog.org Attn: North Texas SHARE
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If to Contractor:

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 Tax. NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement; (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Services Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
2. Commercial General Liability:
 - a. Minimum Required Limits:
\$1,000,000 per occurrence

- \$1,000,000 general aggregate
 - b. Commercial General Liability policy to include:
 - Coverage A: Bodily injury and property damage;
 - Coverage B: Personal and advertising injury liability;
 - Coverage C: Medical payments
 - Products: Completed operations
 - Fire legal liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
 - d. Attachment of Endorsement CG 20 10- additional insured
 - e. All other endorsements shall require prior approval by the NCTCOG.
 - 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Minimum required limit: \$1,000,000 combined single limit.
 - 4. Professional liability:
 - a. Minimum Required Limits:
 - \$1,000,000 each claim
 - \$1,000,000 policy aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

9.8 Ability to Perform. Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

9.9 Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.

9.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

9.11 Waiver. Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

9.12 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

North Central Texas Council of Governments

Signature: 

Name: Mike Eastland

Title: Executive Director

Date: July 9, 2018

One Rain, Inc.

Signature: 

Name: Brian E. Lewis

Title: CEO

Date: 7/6/2018

Attachment I
Pricing for NCTCOG Regional Flood Early Warning
Final Pricing for NCTCOG Regional
Flood Early Warning
Two Contrail® Server Software Subscriptions

Software Services Description		Qty	Unit Cost	Total
1. Contrail Server¹		2	\$12,000	\$24,000
12-Month managed and hosted application service subscription includes:		12 mo.	/year	
<ul style="list-style-type: none"> - Contrail Base Station - Contrail Inventory - Contrail Insight - Contrail ALERT2 TDMA Manager 				
2. Contrail Server Setup and Installation		1	\$3,360	\$3,360
Includes:				
<ul style="list-style-type: none"> - Server setup, OS installation and configuration - Installation and configuration of Contrail application - Loading of site and sensor definitions, thresholds, alarms, rating tables, web theme and maps 				
3. On-Site Contrail Training²		1	\$4,000	\$4,000
<ul style="list-style-type: none"> - Contrail Administrator: System Server and Administrative Interface - Contrail User 				
4. Contrail Inventory Training³		1	\$0	\$0
- Webinar on-line training session (End-User/Administrator)				
5. Contrail TDMA Manager Training³		1	\$0	\$0
- Webinar on-line training session (End-User/Administrator)				
6. StormData™ Real-time Gauge-Adjusted Radar Rainfall Services		1	\$7,200	\$7,200
<ul style="list-style-type: none"> - OneRain's real-time rainfall estimates: - Calibrates radar rainfall estimates to gauges - Produces rainfall custom overlays within maps - 1 km x 1 km, 5-minute resolution, - 5-minute update of estimates 		12 mo.	/year	
7. Custom Contrail Administrative Support		1	\$5,000	\$5,000
<ul style="list-style-type: none"> - Website administrative support - Manage Homepage and Dashboards - Assist with Member Entities 		12 mo.	/year	
Total setup, implementation and subscription first year				\$43,560
Total annual 12-month subscription after first year				\$36,200

NOTES:


¹ Contrail Server is a managed application service operated by OneRain and provided on a fixed annual subscription fee basis. Contrail Server operates Contrail software exclusively and resides in a secure industrial data center. OneRain manages and administers server OS updates, and performs all Contrail software application updates and new releases.

² Price proposal includes one (1) trip by OneRain staff to your facilities to conduct training. Contrail on-site training is required for Contrail Server installations.

³ Contrail Inventory and Contrail TDMA Manager webinar training is generally conducted after core system training. Webinar-based training requires that you have a computer with an Internet connection and a web browser to attend. For audio, a speaker phone or computer's audio system (VoIP) may be used. A group of participants may be assembled around a single computer (or LCD projector and screen connected to a computer).

Delivery: Please allow 2-3 weeks ARO lead-time.

Attachment II SHARE Participant Price List

 <p>North Texas SHARE Your Public Sector Solutions Center</p>	<p>North Texas SHARE A Program of the North Central Texas Council of Governments (NCTCOG) OneRain Services Agreement</p>
Entity Name ("Entity"):	
Agreement Effective Date:	Signature date below:
Is a purchase order required for this purchase?	("No," unless box is checked) <input type="checkbox"/> Yes: PO# _____
Order Start Date:	Order End Date:
<p>This Services Agreement is made and entered into pursuant to a Master Services Agreement ("Agreement") between NCTCOG and OneRain. ("Vendor") dated _____. Entity expressly acknowledges and agrees to abide by the terms and conditions of the Agreement and any End-User Agreement(s) required by Vendor as a condition of service delivery.</p> <p>The materials, supplies, goods, services and/or equipment provided hereunder are offered through a cooperative purchasing program to which NCTCOG and Entity are parties. NCTCOG and Entity have executed an Interlocal Cooperative Agreement pursuant to Chapter 791 of the Texas Government Code which satisfies competitive bidding requirements, if any, for these purchases.</p>	

****A \$500.00 Early Adopter's Discount will be permanently applied to the first set of communities that enter into services under this agreement.****

	Subscribers (except where otherwise stated)	Standard Annual Pricing	
SYSTEM	<input type="checkbox"/> StormData Services	\$ 4,950.00	
EQUIPMENT	<input type="checkbox"/> GARR (Guage Adj. Radar Rainfall)	Included with Services	
SUPPORT	<input type="checkbox"/> Customer Contrail Admin Support	Included with Services	
ANNUAL SUBSCRIPTION FEE TOTAL			
ONE TIME SERVICES	Technical Services Add-Ons (1 or more of these services will be required)		
SERVICES See attached	<input type="checkbox"/> Implementation Services – Custom Dashboards and Control Widget	\$ 1,000.00	
	<input type="checkbox"/> Implementation Services – Hardware: OneRain Custom Serial to IP Kit	\$ 1,500.00	
	<input type="checkbox"/> Client Setup and Configuration	\$ 1,500.00	
	<input type="checkbox"/> Technical Services – Historical Data Load	OneRain to quote	
	<input type="checkbox"/> Technical Services – Custom Data Load	OneRain to quote	
	<input type="checkbox"/> Technical Services – DataSight Data Analysis Software License	OneRain to quote	
	<input type="checkbox"/> Learning Services – Contrail ALERT2 TDMA Manager Training	OneRain to quote	
Misc.	<input type="checkbox"/>		
Misc.	<input type="checkbox"/>		
ONE TIME SERVICES TOTAL			

OPTIONS FOR EXISTING ONERAIN CLIENTS ONLY	The following services are options available to pre-existing OneRain clients, and are not necessary for communities purchasing the NCTCOG/SHARE OneRain Service.	
	<input type="checkbox"/> North Central Texas StormData Services	\$ 3,000.00
	<input type="checkbox"/> North Central Texas StormData Services with Basin Averaging	\$ 4,200.00

Billing:

The subscription fees and one-time service costs identified in the Order shall be invoiced after the Effective Date of the Order and shall be due and payable 30 days from the invoice date. Thereafter, annual subscription fees and recurring services shall be invoiced annually at least 30 days prior to and shall be due and payable Net 30 days. The billing schedule for this order is identified below:

Billing	Summary of Subscription(s) & Services	Total Billed	Invoice Date
Invoice #	Subscription Fees Contract Period _____ - _____ \$ One-Time Service Fees \$		Signature Date Due Date: Net 30

Agreed and accepted:

Participating Entity		North Central Texas Council of Governments	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Member Entities Price List Descriptions

As Member Entities sign up for a User Client under the NCTCOG Contrail Server Regional system they will need to choose the options they are interested in. Each new User Client will require Client Setup and Configuration, and the Contrail Webinar Online Training. OneRain will schedule a conference call with each Member Entity once they have contacted NCTCOG to assess their individual needs. We will limit the sensor count for each member to 100 sensors. This will restrict larger early warning systems from participating in full. Larger flood early warning systems should have their own mission critical base station that they manage.

Description of Services	Qty	Unit	First Year/ One-Time Cost	Annual Recurring
Per Client Professional Services Fees				
Client Setup and Configuration Includes:	1	Each	\$ 1,500	N/A
- Installation and configuration of Contrail application				
- Loading of site and sensor definitions, thresholds, alarms, rating tables, web theme and maps				
Limited to 100 sensors ¹				
-				
Contrail Webinar Online Training	1	Each	\$500	N/A
- Contrail Administrator Training				
- Contrail User Training				
- Access to all recorded training sessions and monthly training series webinars is free				
Total			\$2,000	
Options				
Custom Dashboards and Control Widget Configuration	1	Each	\$1,000	N/A
- Enable control for external devices such as warning lights, automated barricades, sirens, etc.				
- Manual test dashboard				
Hardware: OneRain Custom Serial-to-IP Connection Kit	1	Each	\$1,500	N/A
- Digi™ 4-Port PortServer custom configured				
- Customized serial cable assembly				
Historical Data Load	1	Each	Call for Quote	N/A
Custom Data Feed	1	Each	Call for Quote	N/A
Contrail ALERT2 TDMA Manager™ Training	1	Each	\$0	N/A
DataSight Data Analysis Software License	1	Each	Call for Quote	N/A
- Supports offline data analysis				

Notes:

¹ OneRain defines the following as a single sensor: Air Temperature, Barometric Pressure, Battery Voltage, Dew Point, Evapotranspiration, Flow Rate, Fuel Moisture, Fuel Temperature, Net Solar Radiation, Precipitation, Precipitation Increment, Precipitation Accumulation, Repeater Pass List, Repeater Status, Relative Humidity, Soil Moisture and Stage level.

AMENDMENT #1
to
MASTER SERVICES AGREEMENT
for
EARLY FLOOD WARNING SOFTWARE SERVICES

This AMENDMENT (“Amendment”) to the MASTER SERVICES AGREEMENT (the “Original Agreement”) is made and entered into by and between the North Central Texas Council of Governments (“NCTCOG”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and OneRain, Inc. (“Contractor”), with offices located at 1531 Skyway Drive, Unit D, Longmont, CO 80504 (collectively, “the Parties”), effective July 5, 2020 (“Effective Date”).

WHEREAS, the Parties entered into the Original Agreement on June 25, 2018;

WHEREAS, the Original Agreement limited participation to agencies with less than 100 sensors;

WHEREAS, the Original Agreement included a single-tier pricing structure;

WHEREAS, the Original Agreement included NCTCOG responsibility for operation of the program;

WHEREAS, Section 9.15 of the Original Agreement allows for amendments; and

WHEREAS, the Parties wish to amend the Original Agreement to allow agencies with greater than 100 sensors to participate, to establish a new tiered pricing structure, and to transition operation of the program to Contractor.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, each of NCTCOG and the Contractor mutually covenant and agree as follows:

ARTICLE II is amended, in part, to read:

“Section 2.5 NCTCOG Obligations

- 2.5.1 NCTCOG agrees to serve as a facilitator with respect to the Services.
- 2.5.2 NCTCOG agrees to serve as the billing administrator for the Services.
- 2.5.3 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).
- 2.5.4 NCTCOG shall host specialized trainings and best practices workshops.”

“Section 2.7 Contractor Obligations

- 2.7.1 Contractor must be able to conduct, instruct, and/or implement Early Flood Warning Software Services consistent with the requirements and intent of RFP #NCT-2017-01.
- 2.7.2 If applicable, Contractor shall provide all necessary field inspectors, vehicles, tools, equipment, and traffic control required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment I, Services Order.
- 2.7.3 Contractor agrees to establish a data bridge with their prior-established clients within the NCTCOG member region, and all clients that will join under this Agreement in the NCTCOG region. Shared data will be used to provide a regional platform of flood and rainfall information for the benefit of all SHARE Participating Entities.
- 2.7.4 Contractor agrees to actively promote and track sales of the Program.
- 2.7.5 Contractor agrees to provide dedicated marketing materials, a website and videos to be shared.
- 2.7.6 Contractor shall provide reasonably responsive customer service to SHARE Participating Entities.”

ARTICLE III is amended, in part, to read:

“Section 3.1 Term. This Agreement will commence on the Effective Date and shall remain in effect until July 4, 2021, unless earlier terminated as provided. This Agreement may be renewed, at NCTCOG’s sole discretion, for up to two (2) additional one (1) year terms. The total term shall not exceed five (5) years, from the Effective Date of the Original Contract.”

ARTICLE V is amended to read:

“5.1 Items Represented. Contractor shall provide the Contrail Server Software Solution, a managed application service, to the NCTCOG for the operation, hosting, and support of the Early Flood Warning Software Services program. Contrail Servers are to reside in Contractor’s secure industrial data center, and Contractor is responsible for their maintenance and updates. A comprehensive list of subscription costs may be found as Attachment I: Pricing for NCTCOG Regional Flood Early Warning.

5.2 Setup, Subscription, and Implementation. NCTCOG shall pay the Contractor \$18,000 for the operation, hosting, and support, for Year 1 under this Amendment, beginning July 5, 2020 and ending July 4, 2021, for all items and services detailed in Attachment I.

5.3 Recurring Services and Administrative Fees. Upon payment for the operation, hosting, and support for Year 1 of this amendment, the NCTCOG will assume the profits from the operation of the shared tier (total revenue less OneRain hosting fees and one-

time program fees) and 10% administrative fees from the dedicated and mission-critical tiers until the NCTCOG has received \$45,426 in revenue. Once the NCTCOG has received this revenue in full, the program will transition to a model whereby OneRain will retain responsibility for the operation and success of the program. All tiers will transition to NCTCOG retaining a 10% administrative fee for the invoicing, renewal, and contractual work with Participating Entities.”

ATTACHMENT I is deleted in its entirety and replaced by the Attachment I attached hereto.

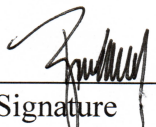
ATTACHMENT II is deleted in its entirety and replaced by the Attachment II attached hereto.

All other terms of the Original Agreement remain unchanged.

This Amendment binds and benefits both Parties and any successors or assigns. This document, together with the Original Agreement, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

OneRain, Inc.



Signature

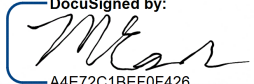
Brian E WFW, CFO

Name

9/25/2020

Date

NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS

DocuSigned by:


A4E72C1BEE0E426
R. Michael Eastland
Executive Director

9/25/2020

Date

AMENDMENT #2
To
AGREEMENT # NCT- 2017-01
REGIONAL FLOOD WARNING SOFTWARE PROGRAM

This AMENDMENT #2 ("Amendment") to the Agreement # **NCT- 2017-01 Regional Flood Warning Software Program** ("Original Contract") is made and entered into effective the date of the last signature below, by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

Brian Loftin **OneRain, Inc.** *brian.loftin@onerain.com*
Attn: ~~Charles Yest~~ | *charles.yest@onerain.com* | 303-774-2033
1531 Skyway Drive, Unit D
Longmont, Colorado 80504

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on July 5, 2020; and,

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **The Original Contract, which is attached hereto as part of this Renewal, has an initial term end date of July 5, 2021, with the option to renew for two (2) additional one-year terms.**
- **Extend the Original Contract for one (1) additional term, which will begin July 5, 2021 and will end on July 4, 2022. This is year 1 of 2 of the renewal options.**
- **Amend the Original Contract to include the language on Appendix A incorporated herein.**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

OneRain, Inc.

[Signature] 8/5/2021
 Signature Date

Brian E Loftin
 Printed Name

CEO
 Title

North Central Texas Council of Governments

DocuSigned by:
Michael Eastland 8/6/2021
 Signature Date

R. Michael Eastland
 Executive Director

APPENDIX A**HOUSE BILL 89 CERTIFICATION**

I, Brian E. Loftin (name), the undersigned representative of OWSEN INCORPORATED (Company or Business name), hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, certify that the Company named above, under the provisions of Subtitle F, title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

This certification statement is conditioned up the fact that the Company has 10 or more full-time employees and the contract has a value of \$100,000 or more.

This statement is not required if you are a sole proprietorship;

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

8/5/2021
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

8/5/2021
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements
for Federal Awards

- 1. Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Attachment A.
- 7. Restrictions on Lobbying.** PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision "Restrictions on Lobbying," which is included as Attachment B. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set for in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

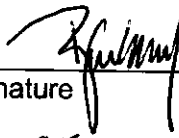
The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature 

Title CEO

Agency ONEHAIN INCORPORATED

Date 8/5/2021

**NCTCOG AGREEMENT/CONTRACT CLAUSES FOR COMPLIANCE
WITH THE
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The CONTRACTOR agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification," which is included as Appendix [2] of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify NCTCOG if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

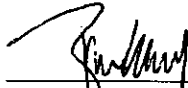
Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this RFP or any resulting Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Respondent hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Zehar Lathi

NAME OF COMPANY:

ONCLAIN INCORPORATED

DATE:

8/5/2021

-OR-

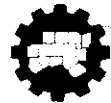
☐ The Respondent hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

**AMENDMENT # 3****Agreement # 2017-01 REGIONAL FLOOD WARNING SOFTWARE PROGRAM**

This AMENDMENT ("Amendment") to the Services Agreement # 2017-01 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

OneRain, Inc.
1531 Skyway Drive, Unit D
Longmont, CO 80504
mike.zucosky@onerain.com

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on July 5, 2020; and

WHEREAS, Section 8.14 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **extend the Original Contract through July 4, 2023. This is year 2 of 2 of the optional renewals.**
- **amend the Original Contract to include the language on Attachment I incorporated herein.**

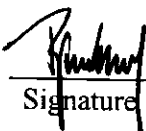
This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

OneRain, Inc.

**North Central Texas Council of
Governments**

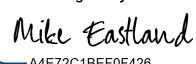


Signature
9/13/2022

Date
Brian E. Wolf

Printed Name
CFO

Title

DocuSigned by:


Signature
9/14/2022

Date
R. Michael Eastland
Executive Director

ATTACHMENT I

NCTCOG AGREEMENT/CONTRACT CLAUSES FOR ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

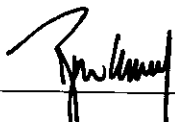
- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

- ☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED
PERSON:

NAME OF AUTHORIZED PERSON:



Brian E. Wolf

NAME OF COMPANY:

ONELAIN INCORPORATED

DATE:

9/13/2022

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

A) means, with respect to the entity or association, to:

- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
- II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
- III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following:

- I. contracts with a sole-source provider; or
- II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

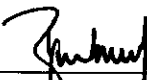
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED
PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



Brian K. Lofgren

ONEPHEN INCORPORATED

9/13/2022

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

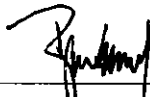
- ☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED
PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



Brian E. Watan

OVERAIN INCORPORATED

9/13/2022

-OR-

- ☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

