

CITY OF UPLAND PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of **April 14, 2025** by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and Eagle Aerial Solutions a limited liability company, with its principal place of business at 3333 Michelson Dr. Suite 300 Irvine, CA 92612 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. City is a public agency of the State of California and is in need of professional services for the following project: Eagle Aerial Solutions for WaterView Software and water use management consulting services. (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$ 361,050.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made at the times and in the amounts set forth in Exhibit "B".

c. In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed **\$361,050.00**. Any additional work in excess of this amount shall require approval by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed

by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from April 1, 2025 to April 1, 2030, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume the performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to assign or to transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage

- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants

to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

| | |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability | \$1,000,000 combined single limit |
| Employer's Liability | \$1,000,000 per accident or disease |
| Professional Liability | \$1,000,000 per claim and aggregate (errors and omissions) |

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If

any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work

performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Name of WaterView Person: Marisela Lopez as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

| | |
|--------------------------|------------------------|
| CITY: | CONSULTANT: |
| City of Upland | Eagle Aerial Solutions |
| 460 N. Euclid Avenue | 3333 Michelson Dr. |
| Upland, CA 91786 | Irvine, CA 92612 |
| Attn. Management Analyst | Attn. Jazmine Molloy |

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or

written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UPLAND
AND EAGLE AERIAL SOLUTIONS**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF UPLAND

EAGLE AERIAL SOLUTIONS

Approved By:

DocuSigned by:
Michael Blay
By: _____
ED26F9DCC3FF48A...
Michael Blay
City Manager

DocuSigned by:
Paul Clark
By: _____
1F4F6B93126B40F...
Its: Vice President

Printed Name: Paul Clark

ATTEST:

DocuSigned by:
Keri Johnson
By: _____
F421A3F65BE347A...
Keri Johnson
City Clerk

APPROVED AS TO FORM:

Signed by:
Stephen Deitsch
By: _____
9326570F6DB648E...
Best Best & Krieger LLP
City Attorney

EXHIBIT A

Scope of Services

In our work supporting over 100 Californian urban water suppliers with compliance tasks and requirements, we have found that a clear understanding of not only how much water is being used, but where it is being used is imperative. The lack of accurate data makes compliance to the new state water conservation objectives extremely difficult to achieve. In an effort to support the City of Upland’s pathway to compliance, a necessary first step is an analysis of the district’s data to identify and separate the Dedicate Irrigation Meters (DIMs) from the Mixed Use Meters (MUMs), and the water provided to each. This analysis allows focus to be placed on the largest water customers first.

To support this the Eagle/NV5 team has developed the methodology outlined below.

CII Meter Analysis

CII Dedicated Irrigation Meter Analysis:

This phase of the SOW will focus on geolocating the City of Upland’s Dedicated Irrigation Meters (DIMs) and work to group them by customer into premise aggregations.

This process aims to define the total number of premises in the service area and, with consumption data, can order these premise aggregations by water consumption. The meter grouping or premise aggregation process is outlined in 3, 4, and 5

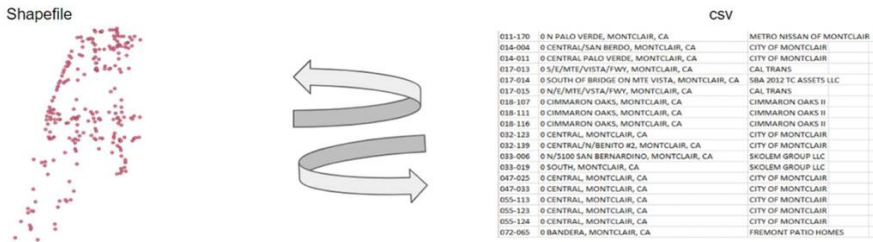


Figure 3: Data provided in form of a shapefile or .csv with geospatial coordinates or addresses can be geolocated on the map

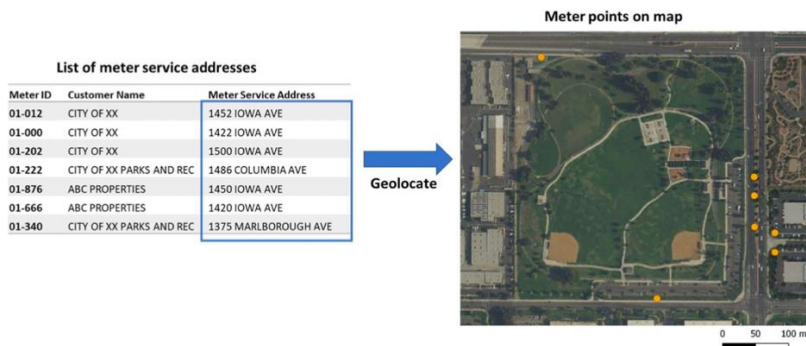


Figure 4: Geolocated meter points placed on the map

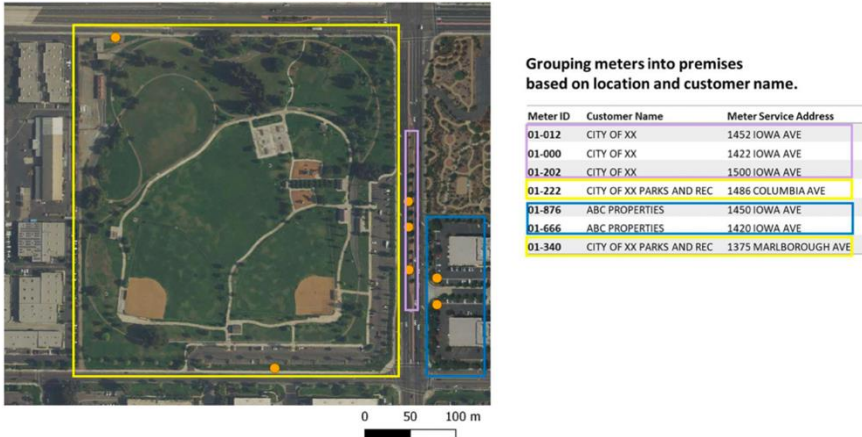


Figure 5: Meter locations are grouped by the City of Upland’s customer information and those meters that are serving adjoining landscapes, and are paid for by one customer, are grouped into a premise. Further mapping is still necessary to determine the true geographical extent of the premise and to map the landscape area served by these meters.

Approving DIM Meter Grouping Report and Prioritization of Mapping:

The DIM Meter Analysis will provide georeferenced locations of the City of Upland’s DIM meters, a meter grouping report and an estimate of premise locations (premises will generally have more than one meter serving them). The next step requires the City of Upland’s staff to review and approve (or request adjustments) to these groups. This final review then allows for the EAS/NV5 team to proceed into the next phase of final mapping of the DIM irrigated premises, data required for state reporting.

CII Mixed Use Meter Analysis:

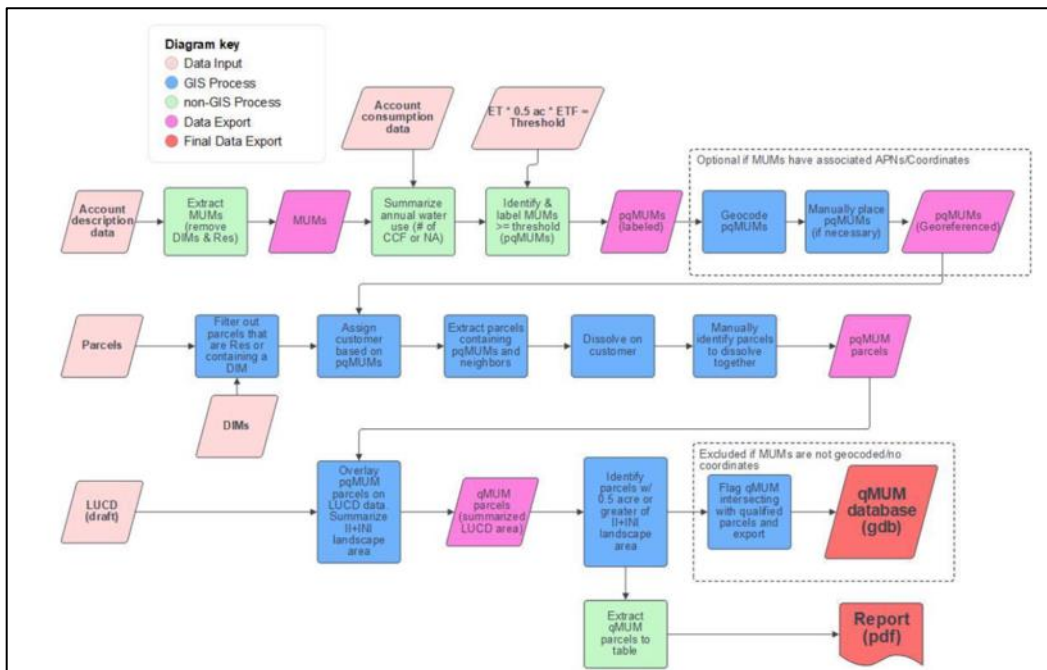
This phase focuses on determining where there are “qualified” MUMs per AB1668 & SB606 regulations

- A Qualified MUM (qMUM) is a meter or group of meters irrigating a landscape area of 0.5 acre or greater and is considered a “large Landscape area”, per the regulations.
- A Potential Qualified MUM (pqMUM) is a meter or group of meters that has the potential, based on the water use, to be irrigating a landscape area of 0.5 acre or greater and is considered a “large landscape area”, per the regulations.
- The water supplier must decide if the qualified MUM will be converted to a DIM or use “in lieu” technology (as defined in state regulatory text) and track performance.

MUM Workflow:

1. Obtain CII data and filter for all MUMs records.
2. Aggregate annual consumption data with meters.
3. Estimate the threshold based on ET for region that water use would have to exceed for the MUM to be qualified by current regulations. This is to reduce the possible number of potential qualified MUMS (pqMUMs) to geocode.
4. Geocode pqMUMs by address/parcel number (APN).
5. Obtain parcel data and DIMs spatial data.
6. Filter out parcels containing DIMs and residential properties.
7. Assign ownership to parcel data.
 - a. Overlay pqMUMs spatial data with parcels.
 - b. Assign pqMUMs customer attributes to parcels.
8. Extract parcels containing a pqMUM.
9. If ownership records are not accurate/available, review parcels for common ownership.
 - a. Manually review to identify what parcels will need to be dissolved together.
 - b. Look where turf crosses parcel boundaries and confirm common ownership, then dissolve parcels into one.

10. Extract all pqMUM parcels.
11. Obtain LUCD data to use for initial review.
 - a. Summarize LUCD landscape area within each pqMUM parcel.
 - b. Identify parcels with 0.5 acre or greater of II+INI areas.
12. Extract qMUM parcels.
 - a. qMUM parcels feature class will contain at a minimum (when available):
 - i. Meter IDs
 - ii. Annual consumption (gallons)
 - iii. Annual consumption (district units)
 - iv. Customer name
 - v. II+INI area in acres
13. Extract qMUMs (meters).
 - a. qMUMs intersecting qMUM parcels will be flagged in the MUMs feature class and will contain at a minimum (when available):
 - i. Meter ID
 - ii. Annual consumption (gallons)
 - iii. Annual consumption (district units)
 - iv. Customer name
 - v. Location
14. Final Report



DIM & MUM Consumption Analysis:

In conjunction with the spatial analysis and DIM meter/customer groupings, the EAS/NV5 team will perform an in-depth consumption analysis for every DIM included in the dataset provided by the City of Upland. The results will be delivered in the form of a PDF and serve as a guide to next-step prioritization of the remaining compliance tasks; finalizing DIM premises, SLA designation and measurement, etc .

A consumption analysis for the City of Upland’s Mixed Use Meters will also be conducted and provide a deeper dive into the relationship between the consumption of the pqMUMs and the associated outdoor landscapes. This process supports the

final phase of the qMUM designation and subsequently aids the City of Upland in the mandatory decision making process outlined in the regulatory text under SB606 & AB1668.

Figure 6 and Figure 7 below illustrate some of outputs provided in the final PDF reports.

Water Consumption Analysis

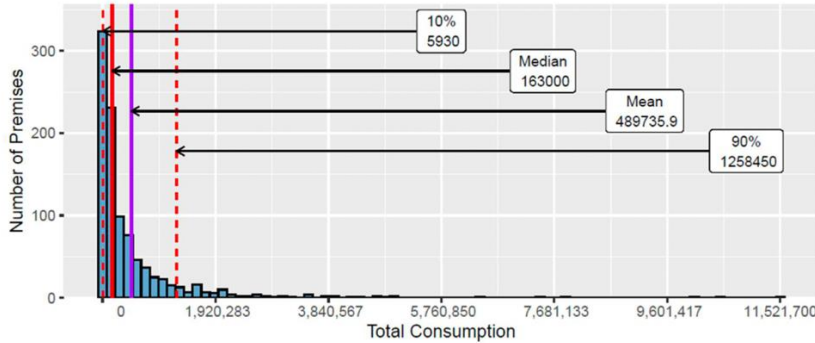


Figure 6: Example of the water consumption analysis provided in the report

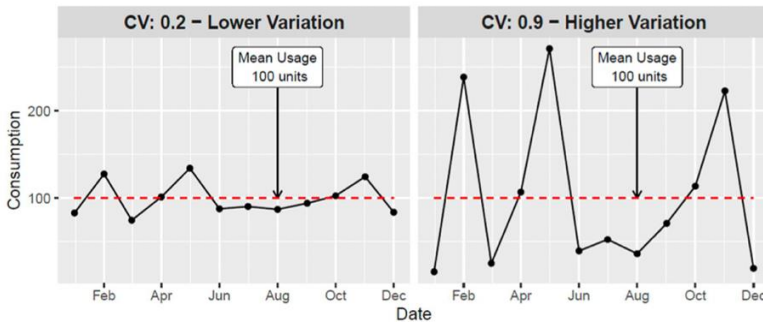


Figure 7: Coefficient of Variation (CV) analysis which demonstrates water use trend analysis – performed on a per premise basis and used to determine anomalies of water use. CV is standardized and presented as a numerical value between 0-1. The smaller the number, the less variance in month-to-month usage.

Meter Analysis Deliverables:

- DIM Meter Grouping Report – List of meters assigned to each group and total consumption of the group
- DIM Consumption analysis (per meter grouping) report
- Spatial file with geocoded DIM meters
- qMUM Final Report – MUMs that have met the “qualifying” criteria and correlated customer/parcel data
- MUM Consumption analysis
- Spatial File with geocoded qMUMs

DIM Irrigated Premise Delineation & Special Landscape Areas (SLAs)

This phase of the SOW takes the data collected and created in the DIM Meter Analysis and creates a compressive dataset with mapped dedicated irrigation meter premise boundaries as well as mapped landscape areas associated with these premises. By mapping the landscaping served by the dedicated irrigation meters the City of Upland will be able to report actual water use (consumption) compared to expected water use (mapped irrigated landscaping) as directed by CA Legislation. The data created in the phase will provide the City of Upland with the required CII measurements required under the Urban Water Use Objective and will be a dataset the City will need to reference annually for reporting purposes.

With meter groupings confirmed (through the Meter Analysis) the EAS/NV5 team will map the provisional premise boundaries. This work is completed using heads up digitization methods with the base imagery used in the analysis for reference. Ancillary data sources such as Google Street View and other image services are consulted to help in the identification of premise boundaries. The goal of this step is to provisionally map the maximum extent of the landscaping that the dedicated irrigation meters are serving.

DIM Premise Approval

Once the premise boundaries are mapped in draft form the boundaries will need to be reviewed and approved by the City staff. This refinement of these premise boundaries has been found to be most efficiently done when best supported by water supplier staff that is very familiar with the customers' properties (i.e. meter readers or some other equivalent). The approval process can take many forms but is most often facilitated by EAS/NV5 analysts and project managers through screen share sessions, water supplier review of PDF maps (see Figure 1 for example), and through GIS data review.

A premise is an area that is owned by one customer who has meters that serve adjacent areas. This is shown in the graphic below:

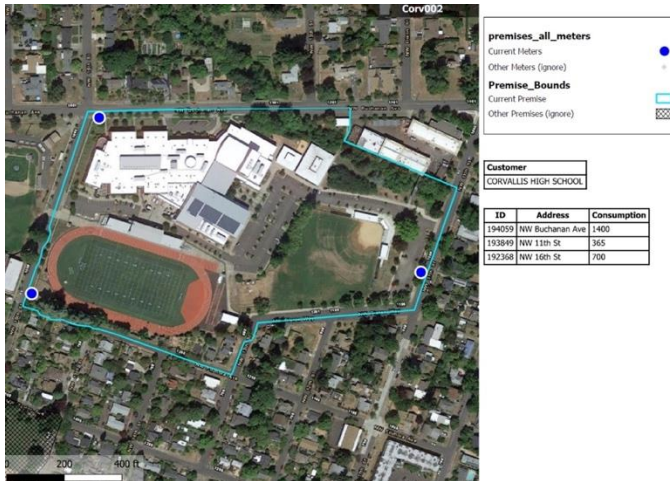


Figure 7. Example premise boundary as displayed in a PDF map review packet generated and delivered to aid in the review and approval of premise boundaries. Additional review is accomplished via shapefile review and through facilitated screen share sessions.

SLA Mapping

With a complete set of approved premises, the EAS/NV5 analysts will map the Special Landscape Areas (SLA) within each premise according to established guidance. Under AB 1668 & SB606, Special Landscape Areas are allocated MORE WATER and a vital classification and mapping exercise in order to maximize the City of Upland’s CII water allocation and lower the reduction requirement. Special Landscape Areas are mapped landscapes dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water, and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface. Engineered slopes are mapped landscape areas that are purposely graded and planted for vegetative slope stabilization and erosion control. Special Landscape Areas and Engineered Slopes are mapped as a part of the Maximum Applied Water Allowance (MAWA). The goal of this step is to identify landscape features that may require the full water budget to support the needs of the community. This work is completed using heads up digitization methods with the base imagery used in the analysis for reference. Ancillary data sources such as Google Street View and other image services are consulted to help in the identification of SLA. There are seven classes of landscape that qualify as SLA, they are listed in the table below.

| # | Class name | Class Description |
|---|--------------------------------|---|
| 1 | Public Pools | Community pools open to public use |
| 2 | Recycled Water | Landscape and water features fed by recycled water DIMs |
| 3 | Engineered Slopes | Slopes where vegetation is planted for the purpose of terrain stabilization and/or erosion control. |
| 4 | Active/Passive Recreation | Active and passive recreational areas (e.g. outdoor event spaces and sports fields) |
| 5 | Edible Plants/Community Garden | Landscape dedicated solely to edible plants. Community and educational gardens. |
| 6 | Supplemental Water | Ponds and lakes sustaining wildlife, recreation, or public benefit. |
| 7 | Cemeteries | Green area associated with graves |



SLA Approval

Once the SLA are mapped in draft form the boundaries will need to be reviewed and approved by the water district staff. It has been found that the refinement of these features is best supported by water district staff that is very familiar with the customers' properties (i.e., meter readers or some other equivalent). The approval process can take many forms but is most often facilitated by NV5 analysts and EAS project managers through a web-based review portal or water district review of PDF maps. The EAS/NV5 team will work closely with the City of Upland to determine the most appropriate review combination to support a timely and efficient review period.

Land Use Classification Data (LUCD) for MFR Parcels with DIMs

The Department of Water Resources (DWR) is working to provide a landscape map to all the urban water suppliers for the CII areas within each supplier’s service area. In virtually all cases does not include Multi-Family Residential (MFR) parcels. It has been found that many landscapes irrigated by DIMs include MFR and HOA areas. Additionally, it has been found that most of the irrigated areas in the MFR and HOA areas can be designated as SLA, thusly giving the water supplier a higher allocation for those areas. Since the MFR and HOA areas are not a part of the dataset that will be delivered by the state, this phase of the CII SOW focuses on identifying and mapping those areas. The goal is to maximize the City of Upland’s water allocation and including these areas will be of extremely high importance.

Datasets will be developed from 2020 1’ 4 band summer imagery provided by Eagle Aerial Solutions. The mapped landscape areas associated with this project will achieve an overall accuracy of 95% with a per class positive predictive accuracy of 90% or higher at a 95% confidence interval. The mapped accuracy will be assessed by independent randomly sampled checkpoints across the project(s) extent(s).

The LUCD classification scheme matches the definitions developed for the California Department of Water Resources (DWR) Program and meets all the requirements under the regulation for “Alternative Data”.

The classification system is a “canopy priority” and classifies landscape areas using a top-down approach. If the canopy of a tree extends over a rooftop or out over the roadway, the entire extent of that canopy will be considered canopy and receive the appropriate irrigation status based on the land use. Each class has a unique irrigation status associated:

- Irrigated: areas that are presumed to be irrigated at the time the imagery was collected
- Irrigable not irrigated: areas that show high potential of being irrigated at one time, but are presumed to not be currently irrigated, based on the imagery used to conduct the analysis
- Not irrigable: areas that have no irrigation

The Minimum Mapping Unit (MMU) used for capturing features and accuracy assessment from the imagery is 64 square feet. The classification data will be summarized to the client-provided parcel location data.

Classification Scheme

The modified turfgrass specific LUCD classification schema is shown below:

| LUCD Canopy Priority Classification System | | |
|--|--|---|
| Level 1 | Level 2 | Irrigation Status |
| 1. Impervious | Impervious | Not Irrigable |
| 2. Pools | Swimming pools/man made water features | Irrigated |
| 3. Irrigated | 3.1.1 Turf grass 3.1.2 Other vegetated ground cover | Irrigated (CII Properties only: Turf grass separated in Functional and Non-Functional) Irrigated |
| | 3.2 Canopy 3.3 Bare | |
| 4. Irrigable not irrigated | 4.1.1 Turf grass 4.1.2 Other vegetated ground cover | Irrigable not irrigated Irrigable not irrigated |
| | 4.2 Canopy 4.3 Bare | |
| | 5. Non irrigated vegetation | Undeveloped for the purposes of irrigation |
| 6. Undeveloped lands | Undeveloped Lands | Not Irrigable |
| 7. Horse Corrals | Horse Corrals | Irrigated |
| 8. Open Water | Other open natural water (rivers/ponds) | Not Irrigable |
| 9. Artificial Turf | Artificial Turf | Not Irrigable |
| 10. Agricultural Land | Agricultural Land (0.25 acre mmu) | Irrigated |

Quality Control and Accuracy Assessment

The EAS/NV5 Team conducts detailed quality control and accuracy assessments to ensure the datasets we provide meet rigid accuracy standards. This is not something most other companies do, and for those that do take these steps, something they often do incorrectly. Often companies use a pixel-based accuracy assessment metric which means that if a large field of 100 pixels is considered correct then they take that as 100 samples. We instead use an object-based analysis where a single object is evaluated by skilled photo interpreters as to whether it was correctly or incorrectly classified so the 100-pixel field discussed above is considered as 1 sample- not 100. This assessment methodology more correctly identifies the accuracy and therefore reliability of the dataset.

The EAS/NV5 team will map the classification dataset to an overall accuracy of 95%. To ensure this accuracy level is met, an assessment will be performed through independent interpretation of check points distributed throughout the service areas. Checkpoint distribution will be stratified by Level 2 LUCD classes (defined in the classification table) as well as geography. A minimum of 25 checkpoints (objects) per square mile will be randomly distributed across the sites in addition, 25 sites will be allocated to specific land use classes not sufficiently represented by the randomly distributed points. Photo interpreters will independently classify each checkpoint with the outline of the classified product but with no information of the mapped class. Each classified point will be interpreted and evaluated to an appropriate classification of both land cover and land use within the context of the overall line work associated with the mapped classification. A confusion matrix will be developed to assess user and producer accuracies for each class as well as the overall accuracy across classes. Overall accuracy will meet or exceed 95%, with individual per-class user accuracies at 90% or better at a 95% confidence interval. An example of the level of detail provided in the LUCD classification mapping is demonstrated in Figure 6.



Figure 6. Example of the Land Use Cover Data (LUCD) set classification within an HOA DIM Premise.

Report, Final Delivery, and Metadata

Once all data has been finalized and approved by the City of Upland staff, development of the final products will begin. The final products include a file geodatabase (GDB) that contains the LUCD/SLA classified premises and the mapped meters. In addition, a final technical data report will be generated. This report will outline the process steps taken to accomplish this work as well as provide summary statistics of the results. All deliveries will contain FGDC compliant metadata created in a format most suitable to the City of Upland.

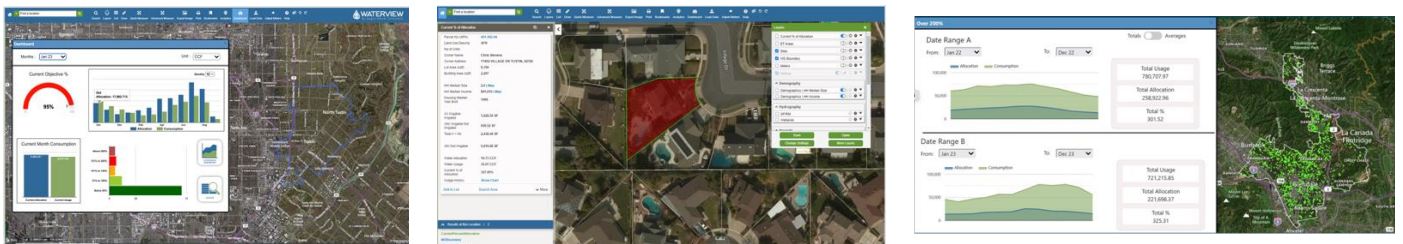
WaterView Compliance Support Web-Based Software as a Service (SaaS)

In partnership with the California Water Efficiency Partnership (CalWEP), Eagle Aerial Solutions has developed WaterView, a web-based water efficiency software and vital tool designed specifically to support urban water suppliers meet their mandated water use objectives under state legislation (SB606 and AB1668). Staying in compliance with the new conservation regulations ensures that the City of Upland avoids the significant fines that can be imposed upon cities and water districts that exceed their allocation. WaterView is currently being used by over 100 water agencies throughout the state, virtually all of whom have subscribed to it on a sole source basis.

In order to achieve these conservation goals, a district needs to understand and track its progress in meeting the state’s allocation requirements. And in order to attain the required district level efficiency, it needs to understand and manage the efficiency of its residential and commercial customers, not just the quantity of water used.

WaterView has been designed with input from many California water districts to provide ACCURATE data in compliance with state requirements, integrate a variety of existing district specific data sets and facilitate effective outreach and communication to retail customers with respect to their efficiency.

WaterView provides an easy-to-use, GIS-based mapping solution that incorporates imagery data, demographic data to assess indoor water use, ET data, district water use data, and state provided irrigated vegetation data. It is the only software solution designed specifically to integrate all of this data and provide detailed and accurate information essential to attain efficiency objectives, while supporting customer conservation outreach efforts, for both residential and CII customers. Its tools allow a wide range of up-to-date and historical performance analysis from the district level all the way down to individual customer level. The data can be used to track performance in a variety of ways, measure the efficiency of water conservation efforts, and communicate directly with customers in terms of their water efficiency trends. By focusing on individual groups of customers that are inefficient, significant water can be saved while simultaneously saving money by focusing outreach efforts specifically on the inefficient customers. Additionally, by leveraging the results of the conservation programs from all 100+ WaterView customers, the City of Upland will receive guidance on which programs are most likely to be effective, given real results from other water suppliers and what worked for them, thus avoiding the costly pitfalls of trial and error.



Clean, standardized data is one of the most important components to successfully meeting compliance requirements and through WaterView and the ongoing support of the Eagle Aerial team, the City of Upland will have a team helping solve problems that often occur with the underlying data that is required in order to conduct the efficiency analyses. For example, land use designations from assessors can be incorrect or are missing data, requiring analytic processes to address the issue. This incorrect or missing data can lead to your district receiving a lower allocation of water from the state. Multi-family metering and related parcel information problems require special approaches to assure required data accuracy at the overall district and parcel level. These problems, if not addressed, not only can add to the inaccuracy of the efficiency assessments but they can, as mentioned above, lead to agencies receiving a reduced allocation from the state. The platform’s in-depth data mining and analytical querying capabilities allows water managers to spot water use trends, track and manage “over-allocation” users within a service area and identify targeted land classification types like high turf areas, essential for effective water management under the new “Making Conservation a California Way of Life” framework.

EXHIBIT B

Schedule of Charges/Payments

The WaterView software is provided as a subscription service with subscription fees payable for each year of the term of this Agreement annually, with the first payment relating to the first year of the subscription being payable upon execution of this Agreement, with subsequent annual payments being due on each subsequent anniversary of the execution of this Agreement for the remainder of the term of this Agreement.

The fees payable for the Commercial, Industrial and Institutional Data Services to be provided by Consultant as set forth in this Agreement shall be payable as follows: \$74,550 shall be payable as of July 1, 2025 and \$74,550 shall be payable as of July 1, 2026.

Upland & Eagle Aerial Solution-WaterView 5-Year Agreement

| | FY 2024-25 Year 1 | FY 2025-26 Year 2 | FY 2026-27 Year 3 | FY 2027-28 Year 4 | FY 2028-29 Year 5 | Total |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|--------------|
| WaterView Software Subscription (Resid. & CII) | \$42,390.00 | \$42,390.00 | \$42,390.00 | \$42,390.00 | \$42,390.00 | \$211,950.00 |
| Commercial, Industrial & Institutional Data Services | | \$74,550.00 | \$74,550.00 | | | \$149,100.00 |
| Total | \$42,390.00 | \$116,940.00 | \$116,940.00 | \$42,390.00 | \$42,390.00 | \$361,050.00 |

EXHIBIT C

Activity Schedule

| | |
|----------|--|
| FY 24/25 | <ul style="list-style-type: none"> - WaterView: Account creation, data clean up and initial UWUO status check - CII DIM & MUM Meter Analysis |
| FY 25/26 | <ul style="list-style-type: none"> - WaterView: Annual report preparation, program integration, compliance evaluation, custom dashboard design as needed by City of Upland - CII: DIM Premise Delineation & SLA Mapping |
| FY 26/27 | <ul style="list-style-type: none"> - WaterView: Annual report preparation, CII Data integration, monthly compliance and program efficiency reports provided, custom reports/dashboard created as needed by City of Upland - NFT tracking support - CII: Continuation of DIM Premise Delineation & SLA Mapping - CII: LUCD mapping of MFR parcels |
| FY 27/28 | <ul style="list-style-type: none"> - WaterView: Annual report preparation, Compliance Status review, Program/Outreach effectiveness review, monthly compliance and program efficiency reports provided, custom reports/dashboard created as needed by City of Upland - NFT tracking support - CII: Final deliveries and preparation of required CII data for state report |
| FY 28/29 | <ul style="list-style-type: none"> - WaterView: Annual report preparation, In Lieu technology tracking for CII qMUM, BMP for CII non qMUM tracking and report prep, monthly compliance and program efficiency reports provided, custom reports/dashboard created as needed by City of Upland |

EXHIBIT D

Federal/State Requirements

Regulatory tasks completed by SOW deliverables:

- CII DIM Objective:
 - Irrigated areas services by Dedicated Irrigation Meters [required for reporting]
 - CII Special Landscape Areas: More water is allocated to these SLAs – so this is a VITAL step towards maximizing your water allocation [required for reporting]
 - MFR & HOA Analysis- Determines if Multi Family parcels or HOA's that have DIMs need to be reported differently to the State in order to receive more allocation. [required if they have DIMs, not required if they don't – but VITAL to maximizing your allocation]
- Mixed Use Meter Qualification Report [note both bullet points below are required for reporting purposes]:
 - Lists all MUMs that meet the compliance threshold and will require the supplier to install a DIM or implement an In Lieu technology (per approved list by the State)
 - Lists all MUMs that do NOT meet the threshold and will have to be tracked and reported in PERFORMANCE MEASURES
- Disclosable buildings report
- NFT – Non functional Turf Map (AB1572) – all CII turfed areas that meet the states definitions of Non Functional
- Annual Reporting:
 - WaterView acts as a data warehouse for all the required compliance data covered in this SOW
 - The data required for annual reporting is easily extracted from the City of Upland's WaterView account and directly populated into the SWRCB Reporting template.