

COMMISSIONERS

COUNTY OF COLUSA:

JANICE BELL,
VICE-CHAIR
KENT BOES
DAURICE K. SMITH,
CHAIR

City Colusa:

GREG PONCIANO
RYAN CODORNIZ

City of Williams:

FRANK KENNEDY, CHAIR



COUNTY OF COLUSA
TRANSPORTATION COMMISSION &
TRANSIT AGENCY
1215 MARKET STREET,
COLUSA, CA 95932
TELEPHONE 530-458-0508
FAX (530) 458-2035
Colt Esenwein,
Public Works Director
colusacountyca.iqm2.com
www.countyofcolusaca.gov

COLUSA COUNTY TRANSPORTATION COMMISSION
&
TRANSIT AGENCY
Agenda
August 26, 2025

Colusa County Board of Supervisors Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

3:00 p.m. Call to Order/Roll Call

I. PERIOD OF PUBLIC COMMENT (TRANSIT AND/OR TRANSPORTATION)

II. Minutes Approval

1. Minutes Approval
Transportation Commission & Transit Agency – Regular Meeting – June 17, 2025.

III. REPORTS (TRANSIT AND/OR TRANSPORTATION)

1. Executive Director
2. Transit Manager
3. Caltrans
4. City of Colusa
5. City of Williams
6. California Highway Patrol

IV. SITTING AS THE COLUSA COUNTY TRANSIT AGENCY

1. Public Hearing to consider the annual Unmet Needs of the Transit dependent population and determine one of the following three (3) findings:
 1. There are no unmet needs,
 2. There are unmet needs that are not reasonable to meet, or
 3. There are unmet needs that are reasonable to meet.
2. Approve FY 2025-26 Appropriations Inter-Budget Adjustment No. 001.
(Requires 5/6th vote)

V. SITTING AS THE COLUSA COUNTY TRANSPORTATION COMMISSION

1. Adopt a Resolution Apportioning Local Transportation Funds for Fiscal Year 2025-2026.

2. Adopt a Resolution for the Distribution of the Local Transportation Funds for Fiscal Year 2025-2026.
3. Authorize the purchase of RoadAI hardware and software system, **further** approve Subscription Services Agreement with **XWeather**, to perform comprehensive roadway condition assessments throughout Colusa County, including within the incorporated cities of Colusa and Williams.

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Transportation Commission and Transit Agency and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Board action shall be taken on comments received.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Transportation Commission and Transit Agency are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Committee member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the Commission's decision on the agenda item since January 1, 2023. Members of the Transportation Commission and Transit Agency who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Committee member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Committee member and may be made either in writing to the Secretary of the Transportation Commission and Transit Agency prior to the subject hearing or by verbal disclosure at the time of the hearing.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

COMMISSIONERS**COUNTY OF COLUSA:**

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Scott Lanphier,
Interim Public Works Director
colusacountyca.iqm2.com
www.countyofcolusaca.gov

**Transportation Commission & Transit Agency
Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932**

Minutes

June 17, 2025

The Colusa County Transportation Committee (CCTC) and the Colusa County Transit Agency (CCTA) meet in Regular Session this 17th day of June 2025 at the hour of 3:00 p.m. Present: Commissioners Janice A. Bell, Greg Ponciano, Ryan Codorniz, Kent S. Boes, Daurice K. Smith and Frank Kennedy.

I. PERIOD OF PUBLIC COMMENT (TRANSIT AND/OR TRANSPORTATION)
None.

II. MINUTES APPROVAL

1. Minutes Approval
Transportation Commission & Transit Agency – Regular Meeting – May 20, 2025.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Smith
SECONDER:	Ponciano
AYES:	Smith, Bell, Ponciano, Codorniz, Kennedy
ABSTAIN:	Boes

III. REPORTS (TRANSIT AND/OR TRANSPORTATION)

1. Executive Director
Mr. Lanphier states this will be his last meeting and mentions that the draft presentation for the RTP will be before the Commission in August 2025.
2. Transit Manager
Mr. Rogers states a new driver was hired and we are looking to match or exceed last year's ridership numbers.
3. Caltrans
None.

Minutes Acceptance: Minutes of Jun 17, 2025 3:00 PM (Minutes Approval)

4. City of Colusa

Mr. Ponciano states Phase 2 of Measure B for the road improvements is moving forward and maps of the affected roads will be posted to the City's website. He further states the Westcott Road improvement project is out to bid.

5. City of Williams

Chair Kennedy states the City of Williams is still working on the ATP grant and the E. Street Project. He further states the City is going out to bid for the Safety Project at the corner of Marguerite Street and Hwy 20 but funding has not been secured yet.

6. California Highway Patrol

None.

IV. SITTING AS THE COLUSA COUNTY TRANSPORTATION COMMISSION**3:05 p.m. PUBLIC HEARING**

Chair Kennedy makes time for a Public Hearing and adoption of FY 2025-26 Final Budget for the Local Transportation Fund, State Transit Assistance Fund, and Local Transportation Planning Fund in the amount of \$1,737,625.

Comments received by Ms. Montejano.

3:10 p.m. Chair Kennedy opens the Public Hearing and calls for public comment. Hearing none, Chair Kennedy closes the Public Hearing.

1. Adopt the FY 2025-26 Final Budget for the Local Transportation Fund, State Transit Assistance Fund, and Local Transportation Planning Fund in the amount of \$1,737,625.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bell
SECONDER:	Codorniz
AYES:	Smith, Boes, Bell, Ponciano, Codorniz, Kennedy

Chair Kennedy adjourns the Transit Agency at 3:10 p.m. and states they are now sitting as the Transportation Commission with all Commissioners present.

V. SITTING AS THE COLUSA COUNTY TRANSIT AGENCY**3:10 p.m. (3:05 p.m. Item on Agenda)****PUBLIC HEARING**

Chair Kennedy makes time for a Public Hearing and adoption of FY 2025-26 Final Budget for the Transit Agency Fund in the amount of \$1,745,026.

Comments received by Ms. Montejano.

3:11 p.m. Chair Kennedy opens the Public Hearing and calls for public comment. Hearing none, Chair Kennedy closes the Public Hearing.

1. Adopt the FY 2025-26 Final Budget for the Transit Agency Fund in the amount of \$1,745,026.

Minutes Acceptance: Minutes of Jun 17, 2025 3:00 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ponciano
SECONDER:	Bell
AYES:	Smith, Boes, Bell, Ponciano, Codorniz, Kennedy

2. Adopt **Resolution No. 2425-006** authorizing the Director of Public Works to file and execute applications on behalf of the Colusa County Transit Agency under Federal Transportation Act Section 5311 (49 U.S.C. Section 5311) and California Department of Transportation.

Comments received by Mr. Rogers.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bell
SECONDER:	Smith
AYES:	Smith, Boes, Bell, Ponciano, Codorniz, Kennedy

Chair Kennedy adjourned the meeting at 3:20 p.m. to reconvene in Regular Session on August 26, 2025 at the hour of 3:00 p.m.

Frank Kennedy, Chair

Attest: Scott Lanphier, Interim
Secretary to the Transportation
Commission & Transit Agency

BY_____
Patricia Rodriguez, Deputy Clerk

Minutes Acceptance: Minutes of Jun 17, 2025 3:00 PM (Minutes Approval)



Request For Transportation Commission and Transit Agency

MEETING DATE: August 26, 2025

DEPARTMENT: Transit Agency

FROM: Ron Rogers

SUBJECT: 3: 05 p.m. Public Hearing to consider the annual Unmet Needs of the Transit dependent population and determine one of the following three (3) findings: 1. There are no unmet needs, 2. There are unmet needs that are not reasonable to meet, or 3. There are unmet needs that are reasonable to meet.

3:05 p.m. Public Hearing to consider the annual Unmet Needs of the Transit dependent population and determine one of the following three (3) findings:

1. There are no unmet needs,
2. There are unmet needs that are not reasonable to meet, or
3. There are unmet needs that are reasonable to meet.

Detailed Description/Background of request

In order to receive TDA funding, the Colusa County Transportation Commission must hold an annual Unmet Needs public hearing. Prior to the public hearing, the Social Services Tactical Advisory Committee (SSTAC) meets to determine if there are any needs not being met, or new transit dependent populations whose needs are not being met. The SSTAC met on July 2, 2025 and the minutes from that meeting are attached. Exhibit "A"

Useful Definitions;

- (1) Unmet Transit Needs - all essential trip requests by transit-dependent persons for which there are no other convenient means of transportation, and
- (2) Reasonable to Meet - public or specialized transportation services that are feasible, have community acceptance, serve a significant number of the population, are economical, and can demonstrate cost effectiveness by having a ratio of fare revenues to operating cost at least equal to 10 percent.

Using information gathered from the SSTAC, information presented at the public hearing, and the definitions above, the Commission must determine and make one of three findings;

- (1) There are no unmet needs
- (2) There are unmet needs that are not reasonable to meet
- (3) There are unmet needs that are reasonable to meet.

Further, in certain counties, like Colusa, excess TDA funding not used for transit purposes can be used for other qualifying projects (road repair/construction, bike lanes, etc.). In order for

these funds to be used in this manner, the Commission must determine and make a finding that there are no unmet needs that are reasonable to meet.

Prior Board Action**Fiscal Impact/Funding Source****Action for the Clerk****ATTACHMENTS:**

- COLUSA COUNTY SSTAC MINUTES WITH MATRIX 2025 (PDF)
- Unmet Needs Public Notice 2025 (PDF)
- 08-26-25 Unmet Needs Public Hearing Notice.docx-Proof (PDF)

Colusa County Transit

Social Services Technical Advisory Committee

Meeting Minutes

July 2, 2025

I. Call to order:

II. Ron Rogers (CCTA) called to order the meeting of the Colusa County Social Services Technical Advisory Committee at 10:00 am on July 2, 2025 at the Colusa County Transit Agency Office, 715 D St, Colusa, CA, 95932.

III. Introductions

Mr. Rogers initiated introductions. The following person were present:

- Ron Rogers - Transit Manager
- Cindy Vaughn - Front Office Supervisor
- Amey Kelley - Lead Dispatcher
- Holly Duffy – Health & Human Services
- Kaela Beckley – Public Health DHHS
- Joanna Tapia – Colusa Medical Center

IV. Discussion Regarding SSTAC

Ron Rogers provided an overview of the SSTAC, its purpose and the reason for the unmet needs meeting.

V. Unmet Needs Discussion

Medical Transport

a) Holly Duffy asked about medical transport of those needing it.

Cynthia Vaughn responded that we have been providing the service within the County, but due to a shortage of drivers we were unable to provide this service for out of County

We have been recommending those needing medical transportation to TCCAP for outside of the County until we have funding, and are fully staffed.

Congregate Meal Sites:

b) Holly Duffy asked about the congregate meal sites situation.

Cindy Vaughn responded by stating that due to the timing, the passengers could be there for several hours before they could catch the next available ride back home.

Cynthia Vaughn explained the logistics of the scheduling that would need to be in place to be able to provide the service.

c) Holly Duffy asked about Stonyford, Grimes service.

Ron Rogers explained the lack of service due to shortage of drivers.

Also emphasized that we just hired another driver that will be starting Monday July 7th and we hope to begin service to Stonyford in August.

Cindy Vaughn explained that we do go to Grimes four times per day.

VI. Adjournment

Ron Rogers adjourned the meeting at 11:36am.

Minutes submitted by: Ron Rogers

CCTA SSMC Meeting Minutes
July 2, 2025

Testimony Presented at the Social Services Technical Advisory Committee Meeting on July 2, 2025
as presented to the Colusa County Transportation Commission August 26, 2025

Name	Need	Unmet Need?	Reasonable to Meet?
Holly Duffy	Medical Transport	No. Medical Transportation is being offered in County and is currently being offered by TCCAP for out of County.	Reasonable to meet
Holly Duffy	Congregate Meals	No Need a list of those needing transportation to be able to accommodate	Reasonable to meet
Holly Duffy	Stonyford	No Will begin service within the next month	Reasonable to meet
Holly Duffy	Grimes	No Providing service already	Reasonable to meet

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Transportation Commission and Transit Agency will conduct a Public Hearing on August 26, 2025, at 3:05 p.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, regarding the annual Unmet Needs of the Transit dependent population.

All documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusa.org. All persons are invited to attend and be heard.

Dated: July 8, 2025

ORIGINAL SIGNED

Patricia Rodriguez, Deputy Clerk

Attachment: Unmet Needs Public Notice 2025 (10630 : Unmet Needs Public hearing)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Transportation Commission and Transit Agency will conduct a Public Hearing on August 26, 2025, at 3:05 p.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, regarding the annual Unmet Needs of the Transit dependent population.

All documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusaca.gov. All persons are invited to attend and be heard.

Dated: August 7, 2025

ORIGINAL SIGNED

Patricia Rodriguez, Deputy Clerk

08/15/2025 · CCPR

**Request For Transportation Commission and Transit Agency**

MEETING DATE: August 26, 2025

DEPARTMENT: Transit Agency

FROM: Kirsten Montejano

SUBJECT: Approve FY 2025-26 Appropriations Inter-Budget Adjustment No. 001. (Requires 5/6th vote)

Approve FY 2025-26 Appropriations Inter-Budget Adjustment No. 001.
(Requires 5/6th vote)

Detailed Description/Background of request

Decrease Appropriations to reflect deletion of the vacant Transit Specialist position.

DEPARTMENT ACCOUNT NAME	FUND NUMBER	OBJECT NUMBER	DEPT NUMBER	AMOUNT
CASH BALANCE	042	31960	000	\$ 93,267.00
SALARIES	042	51010	000	-\$ 53,400.00
DEFERRED COMP	042	51020	000	-\$ 360.00
RETIREMENT	042	51021	000	-\$ 21,844.00
OASDI	042	51022	000	-\$ 4,113.00
VISION INSURANCE	042	51029	000	-\$ 123.00
HEALTH INSURANCE	042	51030	000	-\$ 1,896.00
LIFE INSURANCE	042	51031	000	-\$ 52.00
DENTAL INSURANCE	042	51033	000	-\$ 540.00
EMPLOYEE ASST PRGM	042	51036	000	-\$ 41.00
GROUP INSURANCE 125	042	51043	000	-\$ 10,298.00
ACTIVE HRA	042	51046	000	-\$ 600.00
TOTAL				-\$ 93,267.00

Prior Board Action

None

Fiscal Impact/Funding Source

Action Item (ID # 10707)

Meeting of August 26, 2025

Savings of \$93,267

Action for the Clerk

None

ATTACHMENTS:

- IB001 25-26 (PDF)

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Transit AgencySubmitted By: Kirsten Montejano
 Digitally signed by Kirsten Montejano
Date: 2025.08.07 12:37:42 -07'00'

Explanation: Decrease budget to reflect deletion of the vacant Transit Specialist position. This was a new position which was added, but never filled. After a discussion with the Transit Manager, it has been determined there is no longer a need for a Transit Specialist. This adjustment will remove the cost from the budget. A separate item will be submitted to the Board of Supervisors to remove the position from the County position allocation list.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
042	31960	000	Fund Balance	\$ 0.00	\$ 93,267.00	\$ 93,267.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 93,267.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
042	51010	000	Salaries	\$ 685,049.00	631649	-\$ 53,400.00
042	51020	000	Deferred Compensation	\$ 5,280.00	4920	-\$ 360.00
042	51021	000	Retirement	\$ 280,233.00	258389	-\$ 21,844.00
042	51022	000	OASDI	\$ 55,595.00	51482	-\$ 4,113.00
042	51029	000	Group Insurance - Vision	\$ 1,476.00	1353	-\$ 123.00
042	51030	000	Group Insurance - Health	\$ 18,960.00	17064	-\$ 1,896.00
042	51031	000	Group Insurance - Life	\$ 626.00	574	-\$ 52.00
042	51033	000	Group Insurance - Dental	\$ 5,940.00	5400	-\$ 540.00
042	51036	000	Employee Assistance Program	\$ 497.00	456	-\$ 41.00
042	51043	000	Group Ins - Health (125)	\$ 163,944.00	153646	-\$ 10,298.00
042	51046	000	Active HRA Contributions	\$ 7,200.00	6600	-\$ 600.00
					Total	-\$ 93,267.00

Fiscal Year: 2025-26Transportation Board Date: 8/26/2025Inter-Budget Log #: IB- 001

OpenGov Amendment #: _____

Attachment: IB001 25-26 (10707 : Approve Inter-Budget Adjustment)

**Request For Transportation Commission and Transit Agency**

MEETING DATE: August 26, 2025

DEPARTMENT: Transportation Commission

FROM: Kirsten Montejano

SUBJECT: Adopt a Resolution Apportioning Local Transportation Funds for Fiscal Year 2025-2026.

Adopt a Resolution Apportioning Local Transportation Funds for Fiscal Year 2025-2026.

Detailed Description/Background of request

Section 99230 of the Public Utilities Code requires annual determination of the amounts of Local Transportation Funds to be allocated, or apportioned to each claimant. In line with this, the Colusa County Transportation Commission has established rules and regulations, consistent with existing law, whereby any funds in the Transportation accounts, which remain after necessary expenditures and administration, planning and unmet transit needs have been allocated, will be apportioned to the unincorporated areas of the County, and the incorporated Cities of Colusa and Williams in accordance with their populations.

For this resolution, the population estimates of California cities and counties determined by the California Department of Finance Table E-1, "City/County Population Estimates with Annual Percentage Change Jan. 1, 2024 and 2025" are utilized and summarized below:

City of Williams	5,589
City of Colusa	6,536
County of Colusa (Uninc.)	9,901

Based on these populations, the percentage of the unallocated funds shall be apportioned as follows:

City of Williams	25%
City of Colusa	30%
County of Colusa (Uninc.)	45%

Prior Board Action

None

Fiscal Impact/Funding Source

To Be Determined. Revenue based on actual Local Transportation Funds available.

Action for the Clerk

Please provide a fully executed copy of the resolution to DPW.

ATTACHMENTS:

- Apportioning Local Transportation Funds for FY25-26 (DOC)

RESOLUTION NO. - _____

**A RESOLUTION OF THE COLUSA COUNTY
TRANSPORTATION COMMISSION APPORTIONING
LOCAL TRANSPORTATION FUNDS FOR THE 2025-2026 FISCAL YEAR**

WHEREAS, Section 99230 of the Public Utilities Code requires annual determination of the amounts to be allocated to each claimant;

WHEREAS, the Colusa County Transportation Commission has established rules and regulations, consistent with existing law, whereby any funds in the Transportation accounts, which remain after necessary expenditures and administration, planning and unmet transit needs have been allocated, will be apportioned to the unincorporated areas of the County, and the incorporated Cities of Colusa and Williams in accordance with their populations.

WHEREAS, the population estimates of California cities and counties determined by the California Department of Finance Table E-1, "City/County Population Estimates with Annual Percentage Change Jan 1. 2024 and 2025" are utilized in this determination and summarized below:

City of Williams	5,589
City of Colusa	6,536
County of Colusa (Uninc.)	9,901

WHEREAS, based on these populations, the percentage of the unallocated funds shall be apportioned as follows:

City of Williams	25%
City of Colusa	30%
County of Colusa (Uninc.)	45%

NOW, THEREFORE, BE IT RESOLVED that these percentages for population apportionment be adopted for use during the 2025-2026 fiscal year.

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PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

AYES:

NOES:

ABSENT:

Frank Kennedy, Chair
Colusa County Transportation Commission
and Transit Agency

ATTEST: Colt Esenwein, Secretary to
the Transportation Commission &
Transit Agency

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Jennifer K. Sutton, Senior Deputy County Counsel

**Request For Transportation Commission and Transit Agency**

MEETING DATE: August 26, 2025

DEPARTMENT: Transportation Commission

FROM: Kirsten Montejano

SUBJECT: Adopt a Resolution for the Distribution of Local Transportation Funds for Fiscal Year 2025-2026

Adopt a Resolution for the Distribution of the Local Transportation Funds for Fiscal Year 2025-2026.

Detailed Description/Background of request

The Transportation Development Act (TDA) of 1971, also known as SB325, provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. One of these sources of funding is Local Transportation Funds (LTF) which is derived from a 1/4 cent of sales tax. The TDA Public Utility Code (PUC) outlines the purposes & priorities of LTF use by local planning agencies. Under Article 4 of the PUC, LTF money is available for transit services and is prioritized over Article 8 use for local streets and roads. Distributions for local streets and roads may not be made without development of Unmet Transit Needs findings and documentation.

This resolution authorizes the distribution of Local Transportation Funds (LTF) based on the following:

1. Transit Agency receives LTF not to exceed \$1,263,902. without authorization of the Commission.
2. LTF contingency amounts shall be designated and distributed by the Commission under Article 4 on an as needed basis.
3. \$150,000. of LTF shall be rolled over annually and maintained at the assigned amount for cash flow purposes.
4. The remainder of LTF may be distributed for local streets and roads as apportioned by the Commission after the determination of Unmet Transit Needs findings and documentation.

Prior Board Action

None

Fiscal Impact/Funding Source

Estimated \$1,263,902 of LTF funds

Action for the Clerk

Please provide a fully executed copy of the resolution to DPW.

ATTACHMENTS:

- Distribution of Local Transportation Funds for FY25-26 (DOC)

RESOLUTION NO. - _____

**A RESOLUTION OF THE COLUSA COUNTY TRANSPORTATION COMMISSION
FOR THE DISTRIBUTION OF THE LOCAL TRANSPORTATION FUNDS FOR
FISCAL YEAR 2025-2026**

WHEREAS, the Transportation Development Act of 1971, also known as SB325, establishes the distribution of Local Transportation Funds through the local planning agency under Article 8 and Article 4 of the Act;

WHEREAS, Article 4 establishes claims for Local transportation Funds from the transportation planning agency by operators of public transportation systems;

WHEREAS, Article 8 establishes claims for Local Transportation Funds from the local transportation planning agency for local streets and roads; and

WHEREAS, Local Transportation Funds may not be distributed under Article 8 without development of Unmet Transit Needs findings and documentation.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Transportation Commission (Commission) authorizes the following prerequisites for distribution of Local Transportation Funds under Article 4 and Article 8 of the Transportation Development Act of 1971;

1. The Colusa County Transit Agency receives Local Transportation Funds not to exceed the amount of \$1,263,902 without authorization of the Commission.
2. Local Transportation Fund contingency amounts shall be designated and distributed by action of the commission under Article 4 on an as needed basis.
3. \$150,000 of Local Transportation Funds shall be rolled over annually and maintained at the assigned amount for cash flow purposes.
4. The remainder of the Local Transportation Funds shall be distributed as apportioned by the Commission under Article 8 after the determination of Unmet Transit Needs findings and documentation.

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PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

AYES:

NOES:

ABSENT:

Frank Kennedy, Chair
Colusa County Transportation Commission
and Transit Agency

ATTEST: Colt Esenwein, Secretary to the
Transportation Commission & Transit Agency

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Jennifer K Sutton, Senior Deputy County Counsel

**Request For Transportation Commission and Transit Agency**

MEETING DATE: August 26, 2025

DEPARTMENT: Transportation Commission

FROM: Colt Esenwein

SUBJECT: Authorize the purchase of RoadAI hardware and software system, further approve Subscription Services agreement with XWeather, to perform comprehensive roadway condition assessments throughout Colusa County, including within the incorporated cities of Colusa and Williams.

Authorize the purchase of RoadAI hardware and software system, **further** approve Subscription Services agreement with **XWeather**, to perform comprehensive roadway condition assessments throughout Colusa County, including within the incorporated cities of Colusa and Williams.

Detailed Description/Background of request

The Colusa County Transportation Commission (CCTC), in collaboration with its member agencies, continues to seek efficient and cost-effective tools for collecting and maintaining roadway condition data. Regular and accurate assessments of pavement conditions, striping, signage, and potholes are essential to support effective capital improvement planning, prioritize road maintenance and rehabilitation, and support grant funding applications.

To that end, staff has identified the RoadAI system, developed by XWeather, as a potentially valuable technology to assist in performing these assessments. RoadAI utilizes a smartphone-based video capture system and proprietary artificial intelligence (AI) tools to automate the identification of roadway deficiencies.

The RoadAI system consists of a high-resolution Google Pixel smartphone camera mounted in a vehicle to collect video data along all paved public roads within the County and its cities. Once collected, the video is uploaded to XWeather's secure RoadAI platform, where it is analyzed using advanced AI to detect and catalog anomalies, such as:

- Pavement distress (cracking, rutting, potholes)
- Missing or faded pavement striping and markings
- Deficient signage
- Surface irregularities

The processed output is a **GIS-compatible map layer** and associated **database** file that displays the condition of the roadway network and is fully compatible with the **StreetSaver software** used by the County to calculate **Pavement Condition Indices (PCI)**. PCI scores provide a standardized method for evaluating roadway condition and are used to determine repair or reconstruction needs.

This countywide assessment will include **all CCTC member agencies**, and staff will coordinate with the **Cities of Colusa and Williams** to collect video data on their respective road systems. The resulting data will provide a uniform, map-based dataset that can be used regionally and locally to inform decision-making and support funding applications.

The **first-year cost** for the complete RoadAI system-including hardware, video processing, AI analysis, and GIS integration-is **\$16,580**. This represents a **discounted, trial-year price**, intended to allow the CCTC and its member agencies to evaluate the software's effectiveness before considering a longer-term commitment.

Caltrans has reviewed and **approved the use of Regional Planning Assistance (RPA) funds** from the CCTC's Overall Work Program (OWP) for this specific purchase.

Prior Board Action

None.

Fiscal Impact/Funding Source

The system cost for the first year is \$16,580 and will be funded entirely using Regional Planning Assistance (RPA) funds from the Overall Work Program (OWP). Subsequent years will require additional action from the Commission.

Action for the Clerk

Provide the Executive Director a certified minute order upon approval of the Commission.

ATTACHMENTS:

- Caltrans Approval of RTPA fund expenditure (PDF)
- Purchase Agreement (PDF)
- Description of Services (PDF)
- General-Conditions-of-Subscription-Services (PDF)

RE: Road Assessment Software using OWP RPA Funds

Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>

Fri 8/1/2025 7:54 AM

To: Scott Lanphier <slanphier@countyofcolusaca.gov>;

Cc: Colt Esenwein <cesenwein@countyofcolusaca.gov>; Kirsten Montejano <kmontejano@countyofcolusaca.gov>; YOUNT, KEVIN J@DOT <KEVIN.YOUNT@dot.ca.gov>;

External sender <gabriela.wentz@dot.ca.gov>

Make sure you trust this sender before taking any actions.

Hello Scott,

Great news! I received confirmation early this morning that this type of purchase is allowed under our pass-through funds. Please go ahead with the necessary approvals.

Thanks for your patience while we worked through this. We just wanted to make sure everything was squared away to avoid any issues with invoice eligibility down the line.

Let me know if you have any questions.

Thank you,

Gaby Wentz

Placer & Colusa County Regional Planning Liaison

Division of Planning, Local Assistance, and Sustainability | District 03

703 B Street | Marysville, CA 95901

(530) 821-3893

Gabriela.Wentz@dot.ca.gov | www.dot.ca.gov/d3/



From: Scott Lanphier <slanphier@countyofcolusaca.gov>

Sent: Thursday, July 31, 2025 4:01 PM

To: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>

Cc: Colt Esenwein <cesenwein@countyofcolusaca.gov>; Kirsten Montejano <kmontejano@countyofcolusaca.gov>; YOUNT, KEVIN J@DOT <KEVIN.YOUNT@dot.ca.gov>

Subject: Re: Road Assessment Software using OWP RPA Funds

EXTERNAL EMAIL. Links/attachments may not be safe.

Ok, I'll have the vendor provide the information they talked about.

Much appreciated,

Scott

From: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>

Sent: Thursday, July 31, 2025 3:16:04 PM

To: Scott Lanphier

Cc: Colt Esenwein; Kirsten Montejano; YOUNT, KEVIN J@DOT

Subject: RE: Road Assessment Software using OWP RPA Funds

External sender <gabriela.wentz@dot.ca.gov>

Make sure you trust this sender before taking any actions.

Hi Scott,

I think it wouldn't hurt to have data to support the request. Feel free to send it over when you get a chance.

Thanks again,

Gaby Wentz

Placer & Colusa County Regional Planning Liaison

Division of Planning, Local Assistance, and Sustainability | District 03

703 B Street | Marysville, CA 95901

(530) 821-3893

Gabriela.Wentz@dot.ca.gov | www.dot.ca.gov/d3/



From: Scott Lanphier <slanphier@countyofcolusaca.gov>
Sent: Thursday, July 31, 2025 3:13 PM
To: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>
Cc: Colt Esenwein <cesenwein@countyofcolusaca.gov>; Kirsten Montejano <kmontejano@countyofcolusaca.gov>; YOUNT, KEVIN J@DOT <KEVIN.YOUNT@dot.ca.gov>
Subject: Re: Road Assessment Software using OWP RPA Funds

EXTERNAL EMAIL. Links/attachments may not be safe.

Thanks Gaby, I appreciate the follow up.

There is some empirical evidence that shows the AI interpretation of pavement condition is actually more accurate than human (subjective) assessment. I'd be happy to have the data sent your way if you feel that would help.

Thanks again,

Scott Lanphier, PE, CFM, CPC
 Interim Assistant Public Works Director
 Colusa County

From: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>
Sent: Thursday, July 31, 2025 2:00:51 PM
To: Scott Lanphier
Cc: Colt Esenwein; Kirsten Montejano; YOUNT, KEVIN J@DOT
Subject: RE: Road Assessment Software using OWP RPA Funds

Warning: Unusual sender <gabriela.wentz@dot.ca.gov>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Scott,

I followed up on your question about whether the AI software tool would be an eligible and allowable RPA expense under current guidelines. While it has a clear nexus to regional transportation planning and could fit within a work element, there are concerns due to the sensitivity surrounding AI. At this time, it may be deemed ineligible. I've elevated the question and asked management to review it further so we can get a more definitive answer. In the meantime, it's best to hold off on including it in the OWP.

I understand the uncertainty is not ideal, and I'll make every effort to keep you updated as soon as I hear more. Please feel free to reach out if you have any questions or input.

Best,

Thank you,

Gaby Wentz

Placer & Colusa County Regional Planning Liaison

Division of Planning, Local Assistance, and Sustainability | District 03

703 B Street | Marysville, CA 95901

(530) 821-3893

Gabriela.Wentz@dot.ca.gov | www.dot.ca.gov/d3/



From: Scott Lanphier <slanphier@countyofcolusaca.gov>

Sent: Thursday, July 24, 2025 2:13 PM

To: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>

Cc: Colt Esenwein <cesenwein@countyofcolusaca.gov>; Kirsten Montejano <kmontejano@countyofcolusaca.gov>

Subject: RE: Road Assessment Software using OWP RPA Funds

EXTERNAL EMAIL. Links/attachments may not be safe.

Thank you for the update Gaby, much appreciated.

Scott

Scott M. Lanphier, PE, CFM, CPC

Interim Assistant Public Works Director

County of Colusa



1215 Market Street, Colusa, CA 95932

O: 530.458.0892 | F: 530.458-2035

[Road Maintenance Request](#)

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From: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>

Sent: Thursday, July 24, 2025 2:03 PM

To: Scott Lanphier <slanphier@countyofcolusaca.gov>

Cc: Colt Esenwein <cesenwein@countyofcolusaca.gov>; Kirsten Montejano <kmontejano@countyofcolusaca.gov>

Subject: RE: Road Assessment Software using OWP RPA Funds

Warning: Unusual sender <gabriela.wentz@dot.ca.gov>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Scott,

We are currently confirming the policy regarding AI software purchase with Caltrans HQ and DRISI. I've informed them of the request, and they indicated that a response will be provided before August 1st.

Thank you,

Gaby Wentz

Placer & Colusa County Regional Planning Liaison

Division of Planning, Local Assistance, and Sustainability | District 03

703 B Street | Marysville, CA 95901

(530) 821-3893

Gabriela.Wentz@dot.ca.gov | www.dot.ca.gov/d3/



From: Scott Lanphier <slanphier@countyofcolusaca.gov>
Sent: Thursday, July 24, 2025 12:29 PM
To: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>
Cc: Colt Esenwein <cesenwein@countyofcolusaca.gov>; Kirsten Montejano <kmontejano@countyofcolusaca.gov>
Subject: RE: Road Assessment Software using OWP RPA Funds

EXTERNAL EMAIL. Links/attachments may not be safe.

Hi Gaby –

Just checking in to see if you've been able to determine if this is an eligible OWP expense. We'd like to try and get this onto the CCTC Agenda for their August 26th meeting. The cutoff for items at that meeting is August 1st. Thus, we'd have to have the item ready by next Friday if we're going to make their August meeting. The next scheduled CCTC meeting is September 23rd.

Thanks again for looking into this. We're super excited about using the latest technology to expedite and improve our data collection process for pavement conditions, roadway assessments, and our Pavement Management System.

Sincerely,

Scott



Scott M. Lanphier, PE, CFM, CPC
Interim Assistant Public Works Director
County of Colusa
1215 Market Street, Colusa, CA 95932
O: 530.458.0892 | F: 530.458-2035
[Road Maintenance Request](#)

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From: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>
Sent: Monday, July 21, 2025 9:41 AM
To: Scott Lanphier <slanphier@countyofcolusaca.gov>
Subject: RE: Road Assessment Software using OWP RPA Funds

Warning: Unusual link

This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hello Scott,

Thank you for reaching out, I will look into it and will let you know as soon as possible.

Thank you,

Gaby Wentz

Placer & Colusa County Regional Planning Liaison
 Division of Planning, Local Assistance, and Sustainability | District 03
 703 B Street | Marysville, CA 95901
 (530) 821-3893
Gabriela.Wentz@dot.ca.gov | www.dot.ca.gov/d3/



From: Scott Lanphier <slanphier@countyofcolusaca.gov>
Sent: Friday, July 18, 2025 8:27 AM
To: Wentz, Gabriela@DOT <Gabriela.Wentz@dot.ca.gov>
Subject: Road Assessment Software using OWP RPA Funds

EXTERNAL EMAIL. Links/attachments may not be safe.

Hi Gaby –

The Colusa County CCTC is embarking on a an updated countywide roads assessment, including pavement conditions, pavement markings, traffic signs, and general roadway conditions. As a part of this effort, the CCTC is considering using

a novel form of data acquisition which involves video recording and the use of AI software to expeditiously determine all of the necessary roadway conditions needed for our regular use.

The software is called RoadAI and is provided through a company called XWeather. More information can be found on their website:

<https://www.xweather.com/roadai>

The software requires video to be captured with a specific type of phone camera, Google Pixel, and the video is uploaded to their server where it is processed using their proprietary AI software. A GIS based map file/database is returned the provides comprehensive information about the roads including: pavement condition, striping, signs, shoulder conditions, and any significant potholes. The data provided is compatible with StreetSaver, our standard pavement condition index software offered by MTC.

The data collection would be applicable to all members of the CCTC, including the County, City of Williams, and City of Colusa. The first year's cost is at a discount to allow new customers to evaluate the software before committing to a longer term contract.

I've attached a summary whitepaper and an invoice for the first year's costs (plus subsequent years), and a summary of the services included with the first year's purchase.

Could you let me know if this would be an eligible expense using OWP RPA funds? I would think the best task to include this in would be OWP WE 4.01, unless you feel an alternate Task would be more applicable.

Also, if we're able to purchase this using RPA funds, would we be required to revise/amend the OWP? Based on my assessment, it looks like the costs would be distributed across multiple tasks in WE 4.01, such as Task 1, 2, 4, and 5.

Please let me know your thoughts.

Thanks,

Scott

Scott M. Lanphier, PE, CFM, CPC
Interim Assistant Public Works Director



County of Colusa
1215 Market Street, Colusa, CA 95932
O: 530.458.0892 | F: 530.458-2035
[Road Maintenance Request](#)

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Quote Ref.
Date 8/4/2025
Valid until 10/3/2025
Prepared by

Client Organisation Name Colusa County Transportation Commission
Customer Primary Contact Name Scott Lanphier
Primary Contact Email slanphier@countyofcolusaca.gov
Primary Contact Phone 530-458-0487

Vaisala Sales Person Nicole Parker

End User Organisation Name Colusa County Transportation Commission

Shipping Address
Shipping Contact Name Colt Esenwein
Shipping Street Address 1215 Market Street
City Colusa
Region/County/State California
Post/Zip Code 95932
Country
Shipping Email
Shipping Contact Phone

Billing Address
Billing Contact Name Colt Esenwein
Billing Street Address 1215 Market Street
City Colusa
Region/County/State California
Post/Zip Code 95932
Country
Billing Email
Billing Contact Phone

CONTRACT DETAILS AND SERVICES

Network Length Miles	(rounded up to nearest 25 miles)	500
Contract Duration (months)		12
Contract Start Date		10/1/2025
Contract End Date		10/1/2026

Set Up Costs			2,690.00
Google Pixel 7 US	275844	1	1,370.00
Phone accessory kit	CVMDCACC-USA	1	240.00
Customer training online	ROADAI-SERVICE-TRAINING-ONLINE	1	1,080.00
Customer training On Site	ROADAI-SERVICE-TRAINING-UK-I	0	-

Service License Costs			13,890.00
Computer Vision Base Licence	ROADAI-BASE-LICENSE	1	12,000.00
Recording License (600 hrs/year)	ROADAI-REC-LICENSE-BASIC	1	1,890.00

Application Layers		{1=Y, 0=N}	-
Road Signs	ROADAI-FEATURE-SIGNS	0	-
Road Markings	ROADAI-FEATURE-ROAD-MARKINGS	0	-
Road Condition	ROADAI-FEATURE-PAVEMENT-COND	0	-

Data Storage			-
All Data	ROADAI-STORAGE-HOURS	Hours 0	-

TOTAL 16,580.00

All pricing in United States Dollars, exclusive of tax which will be applicable at the prevailing rate at the time of invoicing.

RoadAI Service Description
<https://static.vionice.io/public-assets/RoadAI-Service-Description-DOC258819-A/index.html>

Vaisala General Conditions of Subscription Services apply:
<https://www.vaisala.com/sites/default/files/documents/General-Conditions-of-Subscription-Services-DOC250754.pdf>

Purchase Order #
Tax Exempt (Y/N)
Tax ID/Certificate/Doc attached (Y/N)

Signed on behalf of Vaisala Inc.

Signature

Name
Position
Date

Billing Cadence Annual

Signed on behalf of

Signature

Name
Position
Date

Vaisala Inc. | Boulder Operations
P.O. Box 3659, Boulder, CO 80307-3659, USA
Phone +1 303 499 1701 | Toll free 1 877 VAISALA | Fax +1 303 499 1767
Email firstname.lastname@vaisala.com | www.vaisala.com

Attachment: Purchase Agreement (10687 : Purchase Road Condition Evaluation System)

COUNTY OF COLUSA

RoadAI

Revision History

Version	Status	Date/Name	Description of Change	Approver
1.1.0	Approved	5/2/2025 / Parker Nicole	Original	NIBUB

Contents

1 Overview	2
2 The Strategic Case	2
3 Service Description	3
4 General Conditions of Subscriptions Services	4
5 Financial Case	4
6 Agreement	6

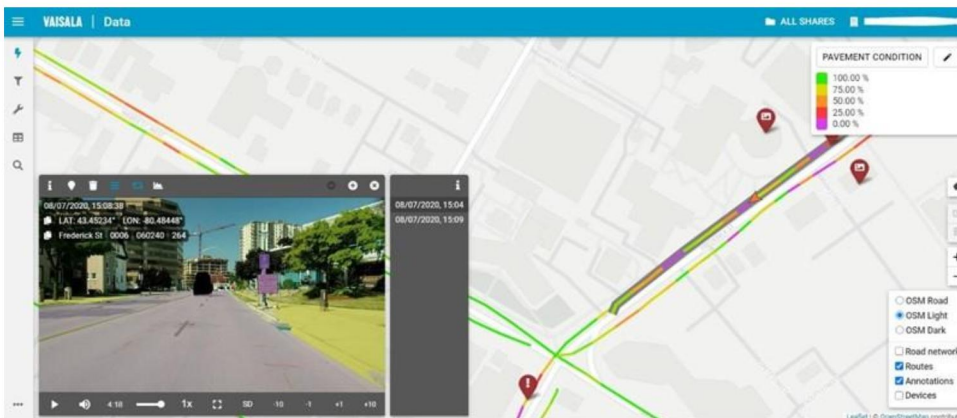
COUNTY OF COLUSA – RoadAI

This document sets out Vaisala’s proposal for the implementation of RoadAI technology to deliver efficiency gains, cost savings and service improvements to the surveying, inspection, auditing, and ongoing asset management practices at COUNTY OF COLUSA.

1 Overview

The technology uses a smart phone to collect video data which is then processed using Computer Vision; this process automatically analyses the video data and the Vaisala RoadAI applies PCI methodology to categorize and report pavement defects, so that it can be integrated with existing asset management systems. Video data can be collected at normal driving speeds, and because the analysis process is fully automated, results are available within a few hours of upload, enabling data to be collected and results produced across the **whole road network multiple times** per annum, with **lower investment and resource** than current processes demand.

Figure 1 – Pavement Condition Heatmap



Road Condition data generated by RoadAI can replace the condition surveys currently carried out in COUNTY OF COLUSA, and because of the frequency and repeatability of the data collection, identify any lengths of highway that are deteriorating rapidly in a timelier fashion, enabling the programming of maintenance works more efficiently.

2 The Strategic Case

2.1 Safety Inspections

RoadAI provides a range of tools that are designed to support reactive maintenance and safety inspection teams, taking a significant amount of network investigations and inspections off the network and into a desktop environment, reducing the number of ad hoc site visits, and bringing environmental and safety benefits, while providing greater oversight and efficiency to the process of network management.

Surveyors also have the facility to interact with the video footage and ‘drop pins’ on the map UI, by using a media button linked to the mobile phone.

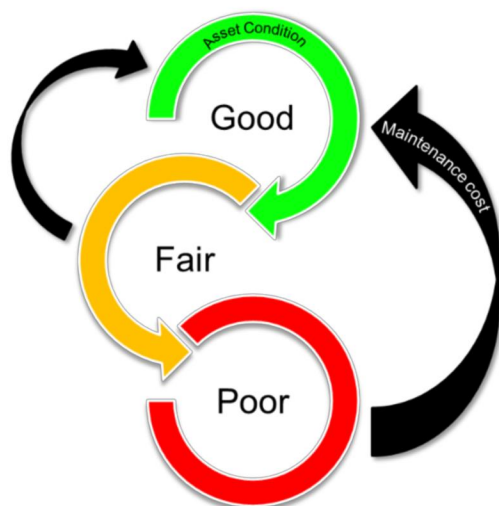
Once the data is loaded onto the system, computer vision analysis is used to derive much more value that can be leveraged by other functions...

2.2 Road Condition Surveys

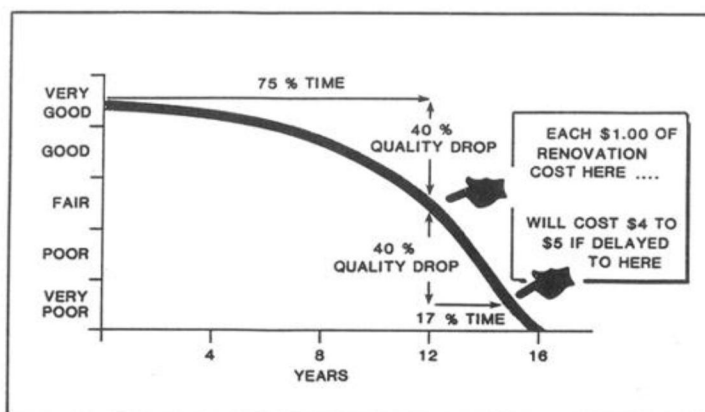
Road condition data is generated automatically, without allocating resource specifically to condition surveys, and reported at a much higher frequency, to enable the planning of maintenance works to be focused on areas where lower cost treatments can be deployed, to prevent the development of more serious defects, and ultimately extend the life of the asset. RoadAI enables road condition data to be generated using non-specialist tools and personnel, while still providing data that is consistent, accurate, and auditable. Using RoadAI in this way enables:

- Early intervention with lower cost treatments based on asset condition to deliver >5% increase to the life of the asset.
- Data driven forward program planning – consistent, objective road condition data
- On demand reports – network deterioration modelling

2.2.1 Investment Model



<https://www.fhwa.dot.gov/publications/research/infrastructure/pavements/13038/011.cfm>



2.3 Traffic Signs and Lines

Video data that has been collected by inspection teams can be further analyzed to generate traffic sign inventory, and road marking condition data, to enable data driven risk-based management of these assets, and driving improvements in service delivery at a fraction of the previous cost.

3 Service Description

The RoadAI service has been configured in consultation with the COUNTY OF COLUSA project team, and is based on a combination of the following core elements:

- Computer Vision Base License
- Recording License
- Application Layers
- Data Storage

3.1 Computer Vision Base License

The Computer Vision Base License covers provision of the core service including:

- Anonymization of data.
- Map based user interface (UI).
- Geospatial video.

- Annotation tools.
- Unlimited client logins and access to UI.

The cost of the computer vision base license is based on the size of the organization ¹, and the duration of the contract.

- Proposed Length of Road Section for inclusion in the project – 500 miles.
- Contract duration – 12 months
- Contract period – TBD

3.2 Recording License

Based on anticipated use profile and in consultation with the COUNTY OF COLUSA project team, we have configured this proposal to include 1 Basic data collection license.

3.3 Application Layers

RoadAI can be configured to enable different application layers to suit the objectives of COUNTY OF COLUSA. Application layers can be activated or deactivated each year, and the contract value adjusted to reflect the application layers in use. The application layers currently available are:

3.3.1 Road Condition

Data is analyzed and reported in sections tied to the sectional reference data² for COUNTY OF COLUSA's desired road network.

Defects can be viewed as discreet heatmap layers on the map-based UI, or as a combined overall condition heatmap.

Defects can be exported as Excel file or Shapefile.

3.3.2 Road Markings

Data is analyzed using computer vision process to identify line markings condition based on visible deterioration. Surface Markings are automatically detected and created as point objects on the UI map layer.

3.3.3 Road Signs

Road signs are automatically detected and created as point objects on the UI map layer. Signs can be extracted in Excel reports with location and condition data, and URL linking back to UI to view images and video of sign location.

4 General Conditions of Subscriptions Services

Vaisala Group's General Conditions of Subscription Services apply. To see all, reference our linked PDF page at [General-Conditions-of-Subscription-Services-DOC250754.pdf \(vaisala.com\)](#). All the information contained herein is confidential and the IPR remains the property of Vaisala. Copying or sharing of this information without permission of the author is prohibited. All pricing quoted in US Dollars subject to tax which will be applicable at the prevailing rate at the time of invoicing.

5 Financial Case

Set out overleaf are the annual costs for delivering the service over the next 12 months.

¹ Defined by network length proposed by County of Colusa, CA, this is taken as 500 miles.

² Network reference data to be provided by County of Colusa, CA as shapefile or similar.

5.1 Costs

ROADAI – PILOT PROJECT DISCOUNTED COST (Y1) \$16,580.00

SET UP COSTS

Google Pixel 7	1	\$1,370.00
Accessory kit	1	\$240.00
INFOSVCTRAININGCVUS / Information Service Training- Computer Vision US	1	\$1,080.00

RoadAI Service Cost

Computer Vision Base License	1	\$12,000.00
Data processing and storage - Use Profile (600 hours)	1	\$1,890.00

COMPUTER VISION ANALYSIS

(1=Y,0=N)

Road and rail sign data management	0	Included in Y1 no cost
Road Markings Condition Analysis	0	Included in Y1 no cost
Road Condition Survey - Road pavement condition analysis, crack & pothole detection	0	Included in Y1 no cost

ROADAI- YEAR 2 ESTIMATED COSTS (without set-up costs*) \$25,390.00

RoadAI Service Cost

Computer Vision Base License	1	\$12,000.00
Data processing and storage - Use Profile (600 hours)	1	\$1,890.00

COMPUTER VISION ANALYSIS

(1=Y,0=N)

Road and rail sign data management	1	\$3,000.00
Road line marking conditions	1	\$2,000.00
Road Condition Survey - Road pavement condition analysis, crack & pothole detection	1	\$6,500.00

***Y2 costs may include storage costs, subject to change based on inflation rates**

All pricing is shown in US Dollars exclusive of tax which will be applicable at the prevailing rate at the time of invoicing.

Payment Schedule

100% 4 weeks after receipt of order

6 Agreement

Signed on behalf of Vaisala Inc.

Signed on behalf of COUNTY OF
COLUSA

Signature _____
Name _____
Position _____
Date _____

Signature _____
Name _____
Position _____
Date _____

COUNTY OF COLUSA **Billing Address** (please fill out)

Contact Name: _____

Address: _____

Email: _____

Phone: _____

DOC250754-B

Observations for a Better World

Vaisala enables enhanced safety, efficiency and decision making through its measurement products and related services.

Our way of operating is driven by customer focus, innovation, integrity and collaboration. They guide us in our everyday activities, both within Vaisala and with our partners and customers.



These **General Conditions of Subscription Services of Vaisala Group** ("Conditions") govern and explain the terms under which a Vaisala Group Company, as identified in a quotation, acknowledgement of order or invoice (hereinafter "Vaisala", "we", "us" or "our"), agrees to the provision of subscription services ("Subscription Services") to Vaisala's customer ("Customer", "you" or "your"). By submitting a purchase order (including orders and click-throughs in Vaisala Online Store and other platforms referencing these Conditions), request for offer or any other document to acquire Subscription Services, acting on any Vaisala document referencing these Conditions, or using or accessing any of the Subscription Services, you acknowledge: (a) your complete acceptance of these Conditions; and (b) that any terms accompanying your document(s) have no effect and shall not apply. If you are an individual acting on behalf of a legal entity, you represent and warrant that you are authorized to act on behalf of such entity, in which case "you" will refer to such legal entity.

Our transaction with you shall solely be governed by these Conditions and related Vaisala documentation for the given transaction, which hereby together constitute the full contract ("Contract") between us and you. In the event of conflict between the Service Description(s) (as defined hereinafter) and these Conditions, the Service Description(s) shall prevail.

The Contract may be superseded or amended only by a separate written agreement agreed upon and executed by the parties ("Agreement").

Common conditions

1 Prices and Payment; Invoicing; Taxes	1.1 Subscription Services, fees and other relevant information are set out in our quotation, acknowledgement of order and/or related Vaisala documentation. Subscription Services, together with associated terms and conditions, may be further detailed in the documentation specific to a given Subscription Service ("Service Description") attached to or referenced in our quotation or acknowledgement of order, or otherwise made available to you. 1.2 We will invoice you for the recurring fees of the Subscription Services annually in advance. Additional fees for metered usage components, optional features, add-ons and extra charges will be invoiced upon their occurrence. We have the right to increase the fees by notifying you in writing at least sixty (60) calendar days prior to the last day of the then-current Subscription Period (as defined in Section 14 below). In addition, in the event roaming or other telecommunication charges linked to the Subscription Services increase, we reserve the right to increase the fees correspondingly with thirty (30) days written notice at any time. 1.3 Except for refunds under Section 8.3 and Section 26, all fees are non-refundable. 1.4 Once we have established any credit limitations, our pricing is based on net 30 days payment terms from the date of invoice. We may agree to apply different payment terms, for which additional charges may apply. All payments must be made directly by you.
---	--

DOC250754-B

	1.5 We do not include any taxes, duties or additional charges of any kind in our fees, and will add all such separately chargeable items to your invoice amount as applicable. Each party complies with applicable tax regulations and pays all applicable taxes directly to the appropriate authorities. 1.6 Any amount outstanding after the due date shall accrue interest at the rate of twelve percent (12%) per annum or the highest amount allowable by law, whichever is lower, from the date your invoice becomes due. Upon the first day of delay, we reserve the right to suspend provision of Subscription Services until any unpaid amount, including interest, has been paid in full.
2	Data Definitions; Licenses 2.1 For the purposes of the Contract, the following definitions apply: “Product Data” means data pertaining to the performance, condition, and maintenance of Vaisala-provided products (“Products”) that you may acquire from us (and consequently have the ownership of such Products) in a transaction separate from the provision of Subscription Services. For avoidance of doubt, any data pertaining to any equipment owned by us is not Product Data, and we retain all rights to such data. “Measurement Data” means data measured or generated by any equipment owned by you (or third parties) and made available to us in relation to Subscription Services, as well as related metadata (such as location and timing of the measurement). For avoidance of doubt, any data pertaining to any equipment owned by us is not Measurement Data, and we retain all rights to such data. “Generalized Data” means data based on further processing of Measurement Data or Product Data, or combination thereof with other data or materials, which data (i) doesn’t include information on your identity, and (ii) doesn’t include data items of Measurement Data as such but only in aggregated form or combined with other data items (excluding metadata contained in the Measurement Data which may be included as such). 2.2 Subject to the payment of fees and conditioned on your (and the authorized end-users’) compliance with the Contract, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use Subscription Services and information, data, forecast or similar item provided or generated by Subscription Services for your internal business purposes during the Subscription Period. Service Description(s) may provide you with broader or additional licenses. 2.3 You may not, directly or indirectly, and shall not permit any authorized end-users to: (i) copy, modify, or create derivative works of Subscription Services, information, data, forecasts, or similar items provided or generated by Subscription Services; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Subscription Services and information, data, forecast or similar item provided or generated by Subscription Services to third parties; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Subscription Services; (iv) remove any proprietary notices from Subscription Services or associated documentation; or (v) use Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Service Description(s) may provide you with a limited, non-exclusive, non-transferable, non-sublicensable license allowing some of the excluded items in (i) and (ii). 2.4 When and to the extent we have access to Measurement Data or Product Data in relation to or in connection with the provision of Subscription Services, you hereby grant the following licenses: 1. We shall have the right to process Product Data for the purposes of provision of Subscription Services to you and for our quality control, research and development purposes. 2. We shall have the right to process Measurement Data for the purposes of providing Subscription Services to you (including support and maintenance).

DOC250754-B

	3. We shall have the right to create sets of Generalized Data based on Measurement Data and/or Product Data. Such sets of Generalized Data shall be regarded as separate and independent data sets, and your rights, title or interest in Measurement Data and Product Data shall not encompass such Generalized Data. 2.5 We shall have the right to use Measurement Data and/or Product Data for the purposes of quality control, research, and development (including without limitation right to develop our machine learning systems) and provision of value-added services to third parties, provided always that the information or data disclosed to third parties is Generalized Data and that Measurement Data or Product Data as such is not disclosed to third parties. 2.6 Except as explicitly provided in this Section 2, each party retains its respective rights.
3	Responsibility for Use of Subscription Services; Customer Responsibilities 3.1 The use and application of any information, data, forecast, or similar item provided or generated by the Subscription Services shall be your sole responsibility and/or the authorized end-users of those Subscription Services. You and/or the authorized end-users shall assume all liabilities and obligations with respect to any use or application, including integration with your own products and services (when allowed), of such information, data, forecast or similar item. 3.2 You will cause the authorized end-users to comply with the Contract and shall be responsible for their actions and omissions. If you suspect any violation by any of the authorized end-users, you will notify us without delay and shall terminate their access to Subscription Services in addition with any other appropriate mitigation measures. 3.3 You are solely responsible for the security and use of your and the authorized end-users' login and access credentials. If you suspect that an unauthorized person has gained access to Subscription Services, you will notify us without delay in addition with any other appropriate mitigation measures. 3.4 Except for the items provided by us as part the Subscription Services, you are responsible for acquiring, installing, configuring, and maintaining all hardware and software necessary for your access to and use of Subscription Services. You are solely responsible for arranging, maintaining, and paying for appropriate communication network connections to enable your access to and use of Subscription Services. 3.5 We retain the ownership of any item (other than Products) provided by us to you as part of Subscription Services. You are hereby granted a limited, non-transferable, non-sublicensable license to use such items for the purpose of enabling the provision of the related Subscription Services by us. 3.6 Unless otherwise stated, the delivery term for the items delivered by us to you shall be DAP [<i>your delivery address</i>] (Incoterms 2020). DAP [<i>applicable Vaisala facility delivery address</i>] (Incoterms 2020) applies when you return to us any item owned by us.
4	Limitation of Liability 4.1 Subscription Services are priced in accordance with proper limitations of liability. Any variation from the following limitations may result in a fee increase or other changes. Please carefully read the following limitation of liability provisions. 4.2 Except in the case of gross negligence, willful misconduct, or fraud, our maximum liability to you, and your maximum liability to us, shall not exceed the fees of Subscription Service(s) paid during a period of twelve (12) months prior to the event causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable. 4.3 Nothing in this Section 4 is intended to affect either party's rights which cannot be limited or excluded based on the applicable law.
5	General Indemnity 5.1 Within the limits provided for in Section 4, each party shall hold harmless, defend, and indemnify the other party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss attributed to, or caused by, either party's negligent performance under the Contract or by Subscription Services supplied by us.

DOC250754-B

		5.2 The foregoing indemnity shall not apply to the extent that such injury, death, or tangible property loss is caused in whole or in part by the willful misconduct, gross negligence, or fraud of the party seeking to be indemnified.
6	Force Majeure	6.1 Despite our coordinated efforts and intentions to provide Subscription Services to you as planned, the parties realize that not all things go according to plan. This Section 6 provides relief to each party in Force Majeure events, as detailed below. 6.2 Neither party shall be liable for delay or other failure to duly fulfil its obligations (except for your payment obligations) due to a Force Majeure event. Force Majeure events are events beyond the commercially reasonable control of the affected party and may include events affecting suppliers and subcontractors. 6.3 The party affected by a Force Majeure event shall notify the other party in writing (with email being sufficient) as soon as reasonable. Each party shall be entitled to terminate the Contract by notice in writing if performance of the Contract is suspended under this Section 6 for more than six (6) months.
7	Acceptance; Warranty; Disclaimer	7.1 Subscription Services shall be deemed accepted by you upon us providing or you accessing Subscription Services (or part thereof) unless we receive a substantiated written claim within seven (7) days after provision or accession of Subscription Services (or part thereof). 7.2 We provide Subscription Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Subscription Services, in material conformance with the Contract and associated documentation, including Service Description(s). 7.3 Following your substantiated written claim of Subscription Services (or part thereof) not being compliant with this Section 7, presented within the time period set forth in Section 7.1, we will reperform such non-compliant Subscription Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 7. 7.4 Warranty does not apply in the event that: (i) Subscription Services are not used in accordance with the Contract and associated documentation, including the Service Description(s); or (ii) any non-compliance is caused by you, authorized end-users, or by any product or service not provided by us; or (iii) any non-compliance is caused by an event out of our control. Further, you acknowledge that access to and use of Subscription Services are dependent on the availability and functionality of third-party communications networks, and that we are not responsible for unavailability, slow-downs, or any other issue you may experience in accessing or using Subscription Services resulting from such networks. 7.5 We do not make any representations or warranties, express or implied, statutory or otherwise, regarding the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration of Subscription Services with other services, or that the operation of Subscription Services will be secure, uninterrupted, or error free. Further, we do not make any representations or warranties, express or implied, statutory or otherwise, that any information, data, forecast or similar item will occur or has occurred as the reports, forecasts, graphics, data, or information included in or delivered to you by Subscription Services, state, represent or depict. 7.6 Further, you acknowledge that forecasting is an inexact science. All forecasts provided as part of or in connection with Subscription Services inherently contain errors, and thus they are provided “as is” without warranty of any kind, either expressed or implied.
8	Modifications	8.1 We constantly strive to develop and improve Subscription Services. We may modify Subscription Services and associated documentation, including Service Description(s), at any time. Modifications may include optional new features of Subscription Services, which you may use subject to the then-current Service Description(s) and additional fees (when applicable). 8.2 We will notify you of modifications by email, release notes, our website, making available an updated Service Description, via the Subscription Services user interface, or other appropriate means.

DOC250754-B

		8.3 If you establish that a modification is not solely an enhancement, and it materially reduces Subscription Services, you may terminate the Contract in relation to Subscription Services so materially reduced, by providing written notice to us (with email being sufficient) within thirty (30) days after receipt of our notice given in accordance with Section 8.2. We will refund the fees applicable to the terminated Subscription Services for the remainder of their Subscription Period. For avoidance of doubt, these Conditions remain in full force and effect in relation to other Subscription Services provided under the Contract. 8.4 We may modify these Conditions at any time and will inform you of such modifications by making a new version of these Conditions available on our website. The modified version shall be applied from the start of the Subscription Period immediately following the modification date. By continuing to use Subscription Services, you agree to and accept all the modifications to these Conditions.
9	Suspension	9.1 Upon written notice to you (with email being sufficient), we may suspend provision of Subscription Services if we reasonably determine: (i) payment for our fees is not received by the date on which payment is due; (ii) you or your use (including use by the authorized end-users) of Subscription Services is in breach of the Contract; (iii) your use (including use by the authorized end-users) of Subscription Services poses a security risk to Subscription Services or other users; or (iv) suspension is required pursuant to our receipt of a subpoena or other request by a law enforcement agency. 9.2 You will remain responsible for all fees incurred before and during the suspension. You will not be entitled to any service credits (if applicable) or other compensation under the Contract that you might have otherwise accrued during the period of suspension.
10	Security; Maintenance	10.1 We employ reasonable security measures consistent with relevant industry practices and in accordance with our security procedures as amended from time to time. 10.2 In order to provide you with well-functioning Subscription Services, we perform both scheduled and unscheduled maintenance work. We inform you of scheduled maintenance windows through appropriate channels and may inform you of unscheduled maintenance activities in advance or after they take place. 10.3 You acknowledge that maintenance work may impact the functioning and availability of Subscription Services and agree that you shall have no recourse against us based on such impacts. In the calculation of service level agreement metrics (if any), impacts of any maintenance work shall be excused and excluded.
11	Attribution	11.1 To the extent you are allowed to make any information, data, forecast, or similar item provided or generated by Subscription Services available to third parties (other than your affiliates), you shall conspicuously display the appropriate Vaisala logo that indicates that the information, data, forecast and similar items are provided by us. If displaying the Vaisala logo is not possible due to technical reasons, the text "Vaisala" shall be displayed, referring to the source of information, data, forecast or similar item. We may provide you with detailed instructions on the use of the Vaisala logo. Further, you agree to include any third-party attributions when making any such third-party information, data, forecast or similar item available to third parties. 11.2 You may not use the Vaisala logo or text, or any third-party attribution, in any way that implies that your products or services are provided or endorsed by us or any such third party.
12	Analyses	12.1 We may create analyses utilizing information derived from your (and the authorized end-users') use of Subscription Services ("Analyses"). Analyses typically anonymize and aggregate information on such use, and in other respects they will comply with Vaisala's Privacy Policy. Analyses may be combined with Product Data and Measurement Data. 12.2 We may use Analyses for: (i) development of Subscription Services' features and functionality, performance, workflows and user interfaces and development of new products and services, (ii) improving our technical support, (iii) capacity and demand planning, (iv) training and

DOC250754-B

		developing machine learning algorithms, (v) verification of security measures and data integrity, and (vi) identification of trends and developments, creation of indices and benchmarking.
13	Subcontractors and Suppliers	13.1 In order to provide quality Subscription Services and to serve you in an efficient manner, we may use subcontractors and third-party suppliers in connection with the provision of Subscription Services. 13.2 We remain responsible for the activities of our subcontractors and suppliers.
14	Subscription Period; Auto-Renewals	14.1 The Contract shall become effective on: (i) us granting you access to Subscription Services, or you otherwise accessing or using Subscription Services; (ii) the date defined in our quotation or acknowledgement of order; (iii) the date defined in the applicable Service Description; or (iv) start of the Freemium or Trial (as defined in Section 16), whichever is the earliest ("Effective Date"). The Contract shall remain effective for a period of twelve (12) months from the Effective Date ("Subscription Period"). The Subscription Period will automatically renew for a period of corresponding length, unless terminated in accordance with Section 14.2 below. The Contract applies to all renewed Subscription Periods. 14.2 Each party may opt-out of auto-renewal of any Subscription Period by notifying the other party in writing (with email being sufficient) sixty (60) days prior to the last day of the then-current Subscription Term.
15	Additional Software; License	15.1 To the extent we separately grant you a license for software for installation on your infrastructure in connection with providing you Subscription Services, such license is governed by the General License Conditions of Vaisala Group, which are available here: https://www.vaisala.com/en/vaisala-policies#terms-and-conditions

Freemiums and Trials

16	Definitions; Applicability	16.1 Freemium services ("Freemium") mean the provision of Subscription Services free of charge, coupled with the option to acquire additional features of those Subscription Services for a charge. 16.2 A trial ("Trial") means the provision of Subscription Services free of charge for trial purposes for a limited period of time. 16.3 When Subscription Services consist of, or include, Freemiums or Trials, Sections 16-19, in addition to Common conditions and Governance conditions, apply to those Subscription Services or to the applicable part thereof.
17	License	17.1 You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the Freemiums and Trials for your internal business purposes. Commercial use of Freemiums and Trials is prohibited. 17.2 Freemiums are provided for a period defined in the associated documentation. A Subscription Period for optional, for-a-charge features of Freemiums shall be defined in the associated documentation. 17.3 You may try out the Trials for a period beginning on the date when we provide you with the access to Trials and ending at the end of the defined trial period. 17.4 We reserve the right at any time to terminate the Trials for convenience and without prior notice.
18	Invoicing	18.1 Freemiums and Trials are provided free of charge. 18.2 Recurring fees for the optional features of the Freemiums are invoiced annually in advance.
19	No Warranty	19.1 Freemium and Trials are provided with limited features and functionality, without any support and "as is"/"as available" without indemnification or warranty of any kind. Warranty in Section 7 and indemnification in Section 26 do not apply to Freemiums and Trials. 19.2 Notwithstanding the above, for-a-charge features of Freemiums carry the standard warranty set forth in Section 7 and Section 26 applies to such features.

DOC250754-B

Implementation services

20 Definition; Applicability	20.1 Implementation services ("Implementation Services") mean professional services related to the deployment of Subscription Services, including for example integration, parametrization, data transfers and conversions. 20.2 When the deployment of Subscription Services includes Implementation Services, Sections 20-24, in addition to Common conditions and Governance conditions, apply to such Implementation Services or to the applicable part thereof.
21 License	21.1 You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the results and deliverables of the Implementation Services for your internal business purposes only in connection with the relevant Subscription Services during the Subscription Period.
22 Customer Obligations	22.1 You agree to contribute to the provision of Implementation Services with respect to the factors that are under your control and/or as reasonably instructed by us. 22.2 You agree to make without delay the decisions necessary for the proper and timely provision of Implementation Services. Further, you shall assign all the resources, personnel and time required for the timely and efficient provision of Implementation Services as reasonably instructed by us.
23 Invoicing	23.1 We will invoice you for the fees upon completion of the Implementation Services.
24 Acceptance; Warranty	24.1 Implementation Services shall be deemed accepted by you upon the completion of Implementation Services (or part thereof), unless we receive a substantiated written claim within seven (7) days after the completion of Implementation Services (or part thereof), or upon you taking the results and/or deliverables of Implementation Services into use, whichever is earlier. 24.2 We provide Implementation Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Implementation Services, in material conformance with the Contract and associated documentation, including Service Description(s). 24.3 Following your substantiated written claim of Implementation Services (or part thereof) not being compliant with this Section 24, presented within the time period set forth in Section 24.1, we will reperform such non-compliant Implementation Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 24.

Governance conditions

25 Confidentiality	25.1 We have specific and unique data, information, knowledge, and know-how regarding Subscription Services and their applications. All the data and information provided by us to you, inclusive of Service Descriptions, fees, drawings, technical data, technology, and materials, which is not publicly available, is proprietary and confidential to us ("Vaisala Information"). You agree to use Vaisala Information only for the purposes of the Contract. You will not disclose Vaisala Information to third parties (except to your affiliates) or copy, decompile, modify, reverse engineer, or create derivative works out of Vaisala Information. 25.2 You may choose to disclose certain non-public information ("Customer Information") to us. We agree to use Customer Information only for the purposes of the Contract and will not disclose Customer Information to third parties (except to our affiliates, representatives and channel partners). 25.3 Unless the parties have a valid non-disclosure or confidentiality agreement in place, the obligations of this Section 25 shall survive for a period of three (3) years from the initial disclosure.
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26 Intellectual Property Rights and Indemnification	26.1 We, other Vaisala Group Companies, and our suppliers and licensors own all intellectual property rights in and related to Subscription Services, including software code, graphic design, layout and user interfaces, Service Descriptions, associated documents, related know-how, knowledge and processes, and any derivative works of them. All rights not expressly granted to you in the Contract are reserved by us, other Vaisala Group Companies, and our suppliers and licensors. 26.2 Licenses to Product Data and Measurement Data are set forth in Section 2.4. 26.3 Subscription Services may utilize open source or other third-party software which are subject to their respective license terms, which are deemed to be incorporated into, and in case of conflict, supersede, these Conditions. We are not responsible for the availability or fulfillment of any such software. 26.4 Subscription Services may include links to or integrations with online and other services made available by third parties (other than Vaisala Group Companies) that are accessed through Subscription Services, and they are subject to terms and conditions of those third parties' services. You are deemed to have accepted such terms and conditions by using those third-party services. 26.5 We act diligently to avoid third party intellectual property rights violations. If it is asserted that any Subscription Services or part thereof violates any third-party intellectual property right, we reserve the right to modify Subscription Services to remove such violations, or, if not commercially reasonable, refund prepaid fees for, and immediately terminate provision of, Subscription Services or parts thereof so affected. 26.6 In the event remedy under Section 26.5 is not available, we shall hold harmless, defend and indemnify you, and each of your directors, officers, members, managers and employees (collectively, the "Customer Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Customer Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that Subscription Services provided to you infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party. 26.7 Customer Indemnified Parties shall without delay notify us in writing about any such action, suit, litigation, arbitration or dispute, and they shall not settle or make any admissions in respect of the same. We shall be given the option, at our expense, to control the action, suit, litigation, arbitration or dispute, and you shall give all necessary information, authorization and assistance to defend the same. 26.8 The provisions of this Section 26 are your sole remedy and our sole liability for any intellectual property infringements. 26.9 You shall hold harmless, defend and indemnify us, and each of our directors, officers, members, managers and employees and our suppliers ("Vaisala Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Vaisala Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that your use of Subscription Services, in a manner which is not compliant with the Contract, infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.
27 Export Control; Licenses and Authorizations	27.1 Each party acknowledges that Subscription Services and any information, data, forecast or similar item provided or generated by the Subscription Services may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions; and (iv) applicable local regulations (together the "Export Control Regulations") regulating the export and re-export of Subscription Services and any information, data, forecast or similar item provided or generated by Subscription Services. 27.2 You represent that you, your affiliates and the authorized end-users of Subscription Services are not named on any Export Control Regulations list of restricted parties.

DOC250754-B

	27.3 Each party hereby agrees not knowingly export or re-export Subscription Services (and any information, data, forecast or similar item provided or generated by Subscription Services), directly or indirectly, to any country or a foreign national of a country in violation of the Export Control Regulations. 27.4 You shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use Subscription Services. We shall not be obliged to commence performance of the Contract until all necessary licenses and authorizations have been obtained. 27.5 You acknowledge that violation of this Section 27 may lead to termination of the Contract, refusal to enter into any future transaction with you, and indemnity under Section 5 (General Indemnity).
28 Termination	28.1 In the event that either party files for bankruptcy, makes arrangements with creditors due to financial difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other party may, without prejudice to any other rights or remedies, terminate the Contract with immediate effect by written notice (with email being sufficient). 28.2 In the event that either party materially breaches the Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate the Contract with immediate effect. 28.3 In any event of termination, we shall be entitled to payment for Subscription Services already provided. 28.4 Upon expiry or termination, you shall (i) discontinue use of the Subscription Services and related information, data and other items; (ii) delete all copies of the Subscription Services components from your infrastructure; (iii) return or delete all Vaisala Information.
29 No Assignment	29.1 Neither party shall be permitted to assign or transfer the Contract to another company (unless by us to a Vaisala Group Company), in whole or in part, or any rights or obligations hereunder, except with the written authorization of the other party. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 29 shall be null and void. 29.2 Nothing in this Section 29 shall limit our right to use subcontractors and third-party suppliers.
30 Non-Waiver	30.1 Failure to enforce any right under the Contract will not be deemed a waiver of future enforcement of that or any other right.
31 Data Privacy	31.1 We value the privacy of the representatives of our customers and agree to use their personal data only for the purposes of the Contract and for marketing activities related to our Subscription Services, including marketing by our channel partners and representatives. More information can be found in our Privacy Policy located at https://www.vaisala.com/en/vaisala-policies#privacy-policy.
32 Reference Rights	32.1 We may refer to you as our customer in sales presentations and sales activities with other customers. Upon written consent from you, we may refer to you as our customer in all types of communication and media.
33 Governing Law and Dispute Resolution	33.1 The Contract shall be governed by and constructed in accordance with the laws of the country (or state or province, as applicable) of the place of incorporation of the applicable Vaisala Group Company. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. 33.2 The parties shall first try to resolve any dispute relating to or arising from the Contract through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the place of incorporation of the applicable Vaisala Group Company, and the language of the arbitration shall be English. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.