



City Council Staff Report

Agenda Item:	H.4
Date:	July 15, 2025
Department:	Administration

AGENDA TITLE: Agreement with Ladrir for Evacuation and Wildfire Modeling Services and Software

RECOMMENDATION:

Approve a one-year agreement with Ladrir for evacuation and wildfire modeling services and software, approve a Budget Change Form #003-26, and confirm the contract is exempt from competitive bidding.

BACKGROUND:

The City of Orinda is dedicated to its efforts of emergency preparedness and disaster response. Over the last several months, the City has taken steps to bolster its activities, including entering into an agreement to update its Emergency Operations Plan, hosting a Community Education Event, as well as planning for more events in the fall. Additionally, public safety personnel in Orinda have been actively participating in tabletop exercises, as well as field exercises to enhance readiness. These efforts are in addition to the enhanced fuel mitigation work that has taken place along key evacuation routes in the community. One area in need of support is to better understand the timing of evacuations in the context of wildfire spreading in the community.

Rather than using traditional traffic modeling tools, which are limiting in terms of the number of scenarios that can be analyzed, the City began investigating consulting services and software tools that would enable the City to run a multitude of scenarios to enhance the City's preparedness efforts.

In conducting this research, the City identified Ladrir as a potential solution. Ladrir provides artificial intelligence models that forecast the impact of man-made and climate-driven disasters (including wildfires) on infrastructure and population. This product has been specifically designed to support government agencies. Ladrir AI enables users to create dynamic evacuation and disaster simulations before, during, and after emergency events with quantified evacuation times and traffic congestion conditions, allowing users to analyze "what-if" scenarios that show how specific changes may impact readiness, response plans, and operations.

Many governmental agencies use Ladrir's services. The City reached out to a number of these agencies to get a sense of their experience using these tools. In summary, the other agencies believed that these tools were extremely valuable in assisting the agency with their preparedness efforts.

As detailed in the June 17, 2025, closed session report, on March 3, 2023, Orindans for Safe Emergency Evacuation (OSEE) filed litigation against the City under the California

Environmental Quality Act (CEQA) challenging the Council's January 31, 2023, approval of Plan Orinda. On June 18, 2025, OSEE and the City signed a settlement and filed a stipulation with the Court to resolve the remaining issues in the case. OSEE and the City agreed to this "joint statement" regarding the settlement:

"After more than two years of litigation, the City and Orindans for Safe Emergency Evacuation (OSEE) have reached a settlement in the matter of the City's environmental impact analysis for Plan Orinda, which includes the City's state-mandated Housing Element and Safety Element. The settlement discussions confirmed the City and OSEE's shared goals regarding the safety of Orinda residents and allowed us to find mutually acceptable methodologies to evaluate evacuation scenarios and communicate this information to the community. The settlement affirms the parties' commitment to investing in data, disaster preparedness planning and transparency. As part of the settlement agreement, the City has agreed to license Ladriz, AI software that models evacuation timing and wildfire behavior. The City will not only use this software for its emergency planning services and to update its Emergency Operations Plan, but it will make the data from this tool publicly available so that residents can better understand the timing and challenges of evacuation during a wildfire event. This software was selected for its capability to model numerous wildfire evacuation scenarios based on a range of assumptions (e.g., wildfire location, weather, vegetation, and the location/extent of potential future development in Orinda)."

On June 23, 2025, the Court signed the order discharging the writ as proposed by the parties. Per the settlement, the City now has until August 22, 2025, to enter into the proposed one-year contract with Ladriz. Specifically, the Agreement states in relevant part: "Within 60 days of the writ being discharged, the City will enter into a one-year contract with Ladriz for software and services as described in the proposal attached hereto as Exhibit 4. Specifically, the City will contract for all of the services and software listed on page 4 of the attached proposal at total cost of \$242,131 for the one-year term. This will include "Public Edition Services & Software" at a cost of \$24,300 for the one-year term.

DISCUSSION:

The proposed contract with Ladriz will enable the City and public to review various scenarios for evacuation timing and wildfire modeling. This will bolster public education efforts and provide transparency regarding the difficulties of evacuation in neighborhoods. The details, wording, and funding source for the Ladriz contract are being presented to the City Council as part of this agenda item.

The selection of Ladriz for this unique work was based on the Staff research described above is consistent with the City's procurement policy. The services and software to be provided by Ladriz include both "consultant or professional services" and software as a service (SAAS) that qualifies as "goods of a technical nature" such that a competitive procurement process was not required or feasible.

NEXT STEPS:

If the City Council approves the agreement with Ladriss, work will begin immediately on its implementation, including the development of a cross-departmental team within the organization.

FISCAL IMPACT:

The cost for the one-year agreement is \$262,131. The detailed costs are included in the Agreement. Because this item was not budgeted, the City Council will also need to approve Budget Change Form #003-26. Funding for these services will come from Measure R.

ATTACHMENTS:

- A. Proposed Contract with Ladriss Technologies, Inc.
- B. Budget Change Form #003-26

Respectfully Submitted by:
Linda Smith
City Manager

Prepared By: Linda Smith, City Manager

Approved by:


Linda Smith, City Manager 7/10/2025

CITY OF ORINDA SERVICES CONTRACT

Ladris Technologies, Inc. (“Provider” or “Ladris”) and the City of Orinda (“City” or “Customer”), a municipal corporation, agree as set forth below. City and Provider are sometimes individually referred to herein as “Party” and collectively as “Parties.”

1. **Purpose of Contract.**

a. City requires certain special services for the purpose assisting in its preparation for and remediation of natural disasters including wildfires. Services to be provided, as further set forth in Exhibit A (Proposal Documents: Scope of Services, Rates and Payment Schedule) include evacuation modeling, flood forecasting and the creation of a data lake.

b. Provider is qualified to provide these services and is willing to provide them according to all of the terms of this agreement, including all insurance requirements set forth herein.

2. **Duties of Provider.**

a. Provider agrees to perform services described in Exhibit A (Proposal Documents: Scope of Services, Rates and Payment Schedule), which is attached to this agreement and incorporated by this reference. Provider agrees to perform these services diligently in accordance with the standards of its profession and to City’s satisfaction. Provider promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services described in this agreement.

b. The parties may, from time to time, agree in writing that Provider, for additional compensation, shall perform additional services.

c. Provider shall assign only competent personnel to perform services pursuant to this agreement. Provider shall notify City in writing of any changes in Provider’s staff assigned. City may, in its sole discretion, determine that a person assigned to perform services is not performing in accordance with the standards required herein. If the City makes such a determination, Provider shall replace such person immediately.

3. **Time of Performance.**

a. This agreement shall not be effective and no payments shall be made to Provider until:

- (i) City has received satisfactory evidence that Provider has met all of the insurance requirements, and
- (ii) All required signatures have been obtained.

b. The effective date of this agreement shall be the date on which the last signature is affixed or on receipt of satisfactory evidence of insurance, whichever is later.

c. The services of Provider shall begin no sooner than the effective date. If a Schedule of Performance is provided in Exhibit A, Provider must deliver the services according to that schedule.

d. Time is of the essence for the performance of the services. Provider must have sufficient time, resources, and qualified staff to deliver the services on time, according to any Schedule of Performance specified in Exhibit A.

4. **Compensation.**

a. City agrees to pay Provider at the rates described in Exhibit A (Proposal Documents: Scope of Services, Rates and Payment Schedule), based on actual costs, not to exceed a maximum contract price of \$262,131 for the term of this agreement.

b. Provider shall bill City as described in Exhibit A for the Software as a Service and other work described in Exhibit A (Proposal Documents: Scope of Services, Rates and Payment Schedule).

c. The parties shall agree in writing to any changes in compensation due to changes in Provider's services prior to performance of those changed services.

d. To the extent that Provider's insurance documentation is not in compliance with the requirements of this agreement and the City Attorney is required to intervene to explain and obtain the proper documentation from Provider's insurer, the cost of the City Attorney's services will be deducted from the contract price to which Provider would otherwise be entitled under the terms of this agreement.

5. **Provider Status.**

a. Provider is an independent contractor and is solely responsible for its acts and omissions. Provider is not City's agent, employee, partner, joint venture, or representative for any purpose. Provider has no power to incur any debt, obligation, or liability on behalf of City. Provider is solely responsible for the means and methods of performing the services under this agreement and for the persons hired to work under this agreement. Provider shall direct and control its personnel and shall pay all wages, salaries, and other amounts due such personnel in connection with this agreement and as required by law. Provider is responsible for all reports and obligations respecting such personnel. Provider shall pay of all taxes, fees, contributions or charges applicable to the conduct of Provider's business, and shall provide City with proof of compliance upon request. Provider is not entitled to health benefits, worker's compensation, or other benefits from the City.

b. Provider is solely responsible for the payment of employment taxes incurred under this agreement and any similar federal or state taxes. Provider and any of its employees, agents, and subcontractors shall not have any claim under this agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off,

overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Provider shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Provider's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Provider. Should any court, arbitrator, or administrative authority, including but not limited to the Internal Revenue Service or the State Employment Development Division, determine that Provider, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Provider agrees to a reduction in amounts payable under this agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this agreement are not greater than they would have been had the determination not been made.

6. **Conflict of Interest.**

Provider understands that its professional responsibility is solely to City. Provider warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this agreement. Provider shall not employ a person having such an interest in the performance of this agreement.

Provider and its agents or employees working under this agreement shall submit statements of economic interest under the Political Reform Act (Government Code section 81000 et seq.) if requested to do so by City.

7. **Work Product, Intellectual Property and Records.**

a. **Ownership.** All documents furnished to Provider by City and all reports or work product (including electronically stored documents) prepared by Provider under this agreement are City's property and shall be given to City at the completion of Provider's services without restriction or limitation on use or dissemination by City. Provider grants City a royalty-free, exclusive and irrevocable license to reproduce, publish and use all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings, and other works of similar nature produced in the course of the performance of this agreement. Provider shall not publish any such material without the prior written consent of City. Notwithstanding Section 21 (Entire Agreement) this provision is subject to Exhibit F (Intellectual Property Rights) with respect to the Software as a Service described in Exhibit A (Proposal Documents: Scope of Services, Rates and Payment Schedule) and all updates and upgrades with respect of such SAAS.

Right to Use. Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this agreement. Provider further represents that it shall ensure City has the legal right, during its subscription to the Cloud Services to utilize all intellectual property involved in and/or resulting from Provider's performance of this agreement, as set forth in Exhibit D (Exhibit D – Authorization for Use and Restrictions.).

b. **Confidential Information.** In the performance of this agreement, Provider may be given access to confidential information owned or controlled by the City, which may

contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Provider shall hold in confidence all City information provided by City to Provider and use it only to perform this agreement. Provider shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

c. **Recordkeeping.** Provider shall maintain and make available to City accurate books and accounting records relating to its work under this agreement. Provider will permit City to audit, examine, and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records, or personnel and other data related to all other matters covered by this agreement, whether funded in whole or in part under this agreement. Provider shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this agreement or until after final audit has been resolved, whichever is later.

8. **Licenses.**

Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals legally required for Provider to practice its profession and/or provide services under this agreement. Provider shall, at its sole cost and expense, keep in effect such licenses, permits, qualifications, insurance, and approvals at all times during the term of this agreement.

9. **Insurance Types and Limits.**

Provider shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with its performance under this agreement. Coverage shall be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with a limit of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Provider has no owned autos, Code 8 (hired) and 9 (nonowned), with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Workers' Compensation insurance will not be required if Provider furnishes to City a written verification that it has no employees.

d. Professional Liability (Errors and Omissions) Insurance appropriate to the Provider's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Provider maintains higher limits or broader coverage than the minimums shown above, City requires and shall be entitled to coverage for the higher limits or broader coverage maintained by the contractor.

10. **Additional Insurance Requirements.**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Additional Insured Status: City, its officers, officials, employees, and volunteers are to be covered as insureds on the Automobile Liability policy and on the Commercial General Liability policy.

b. Primary Coverage: For any claims related to this agreement, Provider's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

c. Notice of Cancellation. Provider shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing 30 days prior written notice to the City. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Provider shall immediately provide written notice to the City and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Provider of its obligation to at all times maintain all insurance required by this agreement.

d. Waiver of Subrogation: Provider hereby grants to City a waiver of any right to subrogation which any insurer of Provider may acquire against City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. City may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

f. Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in the State of California and with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

g. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

- (i) The retroactive date must be shown and must be before the effective date of this agreement or the beginning of work, whichever is earlier.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the of work.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date/beginning of work. Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

h. Subcontractors: Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

i. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. **Verification of Insurance.**

Provider shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. Such evidence of insurance shall be attached hereto as Exhibit B (Evidence of Insurance: Certificates, Endorsements and Policy Language) and considered an integral part of this agreement, which shall not become effective until satisfactory evidence of insurance has been received by City. All evidence of insurance must be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Provider obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

12. **Indemnification.**

To the fullest extent allowed by law, including but not limited to Civil Code section 2782.8, Provider shall defend, indemnify, and hold harmless City and its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, losses, injuries, damage, demands, expenses, and costs (including, without limitation, attorneys’ fees and expert fees) of every nature, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Provider’s in the performance of this agreement. Provider shall not be obligated to indemnify City against liability arising to the extent such claims, suits, losses, injuries, damage, demands, expenses, and costs arises from negligence or willful misconduct by City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. The obligations of Provider under this Section 12 will not be limited by the provisions of any workers' compensation act or similar act.

Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Provider in the performance of this Agreement.

The provisions of this section survive termination of this agreement.

13. **Equal Employment Opportunity.**

Provider is an equal opportunity employer and agrees to comply with applicable regulations governing equal employment opportunity. In the performance of this agreement, Provider shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, ethnicity, creed, religion, sex, gender, gender identity, marital status, sexual orientation, national origin, ancestry, age, pregnancy, physical or mental disability, or medical condition, or any other protected classification. Provider shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Provider agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

14. **Compliance with Laws.**

a. **General Laws.** Provider shall comply with all local, state, and federal laws and regulations applicable to this agreement. Provider will promptly notify City of changes in the law or other conditions that may affect the services or Provider's ability to perform.

b. **Labor Laws.** Provider shall comply with all labor laws applicable to this agreement. If the services include a "public works" component, Provider is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

c. Provider shall keep itself fully informed of and in compliance with all applicable laws affecting its performance under this agreement.

15. **Notices.**

Any notice to be given under this agreement shall be in writing and addressed to the parties as follows:

City:
City Manager
City of Orinda
22 Orinda Way
Orinda, CA 94563

Provider:
Ladris Technologies, Inc.
350 Crown Point Circle
Grass Valley, CA 95945
Attention: Leo Zlimen

or such other address as a party may provide notice of in writing to the other party.

16. **Litigation.**

If either party brings an action to enforce this agreement, the prevailing party is entitled to reasonable attorneys' fees and costs (including, but not limited to, expert witness fees and discovery costs).

17. **Waivers.**

Waiver of a breach or default under this agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this agreement.

18. **Modification.**

No waiver, modification or termination of this agreement is valid unless made in writing.

19. **Severability.**

If any provision of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect to the greatest extent permitted by law.

20. **Termination.**

a. Termination For Cause: In the event of Provider's substantial failure to meet its obligations under this agreement, City may elect to give Provider 10 days written notice and an opportunity to cure. If Provider has not cured the defects in its performance within 10 days, City may terminate the agreement for cause. After termination for cause, City shall pay Provider for services satisfactorily rendered to date, and Provider shall deliver to City any work product, whether complete or incomplete.

b. Suspension: City may, at any time, temporarily suspend Provider's performance, in whole or in part, by giving a written notice of suspension to Provider. If City

gives such notice, Provider shall immediately suspend its activities under this agreement as specified.

c. **Renewal:** This Agreement has a term of one year. Any term extensions to this Agreement will require a written amendment to the Agreement.

21. **Entire Agreement.**

This agreement, together with its attachments, sets forth the entire understanding between the Parties and supersedes any oral or written understanding they may have had prior to the execution of this agreement. No other contract, statement, or promise relating to the subject matter of this agreement shall be valid or binding. If there is any inconsistency between any term, clause, or provision of the main agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main agreement shall prevail and be controlling.

22. **Governing Law and Venue.**

The formation, interpretation, and performance of this agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this agreement shall be in Contra Costa County.

23. **Authority to Enter Agreement.**

Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each Party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective Party.

24. **Successors and Assigns.**

This agreement shall be binding on the successors and assigns of the Parties.

25. **Headings and Construction.**

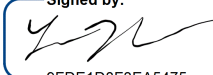
Headings appearing herein are descriptive only and for convenience in reference to this agreement. References to Provider include its agents, servants, and employees. References to City include its officers, employees, agents, and volunteers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

City of Orinda

Ladris Technologies, Inc.

City Manager

Signed by:

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Attachment: Proposed Contract with Ladris Technologies, Inc. (3673 : Ladris Agreement)

7/10/2025

Date

Date

Attest

Printed Title: President

City Clerk

Printed Name: Leo Zlimen

Approved as to form

City Attorney

Attachments:

- Exhibit A – Proposal Documents: Scope of Services, Rates and Payment Schedule
- Exhibit B – Evidence of Insurance: Certificates, Endorsements and Policy Language
- Exhibit C – Additional Definitions
- Exhibit D – Authorization for Use and Restrictions
- Exhibit E – WARRANTIES, DISCLAIMERS AND LIMITS ON LIABILITY
- Exhibit F – Intellectual Property Rights
- Exhibit F – Data Usage and Rights
- Exhibit H – Uptime
- Exhibit G – Support

Attachment: Proposed Contract with Ladris Technologies, Inc. (3673 : Ladris Agreement)

Exhibit A
Proposal Documents: Scope of Services, Rates and Payment Schedule

CITY OF ORINDA
CONFIGURATION: EVACUATIONS, WILDFIRE SPREAD (ENTERPRISE) + CORE

Services & Software	Start Date	List Price/Fees	Term	Total Price
Enterprise Version - Ladriss SAAS for Evacuations:	8/30/2025	\$157,231 per year, including SAAS for Wildfire Spread	One Year	\$157,231
Ladriss SAAS for Core (Flood prediction, Data Lake and sensor data)	8/30/2025	\$60,600	One Year	\$60,600
Public Version Ladriss SAAS for Evacuations:	8/30/2025	\$24,300	One Year	\$24,300
Ladriss SAAS for Wildfire Spread: Initially using standard resolution fuels data. Finer-resolution fuels data from the Pacific Veg Map to be added no later than 12/15/25	8/30/2025	Included with Enterprise Version - Ladriss SAAS for Evacuations	One Year	Included with Enterprise Version - SAAS for Evacuations
Training	8/30/2025	Included with Enterprise Version - SAAS for Evacuations and SAAS for Wildfire Spread	9/30/2025	Included with Enterprise Version - SAAS for Evacuations and SAAS for Wildfire Spread
Support Premium	8/30/2025	\$5,100	One Year	\$5,100
Annual Discount	8/30/2025	(\$5,100)	One Year	(\$5,100)

One-Time Fees:

Implementation Services	\$20,000
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INVOICE SCHEDULE:

Attachment: Proposed Contract with Ladriss Technologies, Inc. (3673 : Ladriss Agreement)

Billing Frequency: Annual, commencing on start date for software and services (8/30/2025)
Payment Terms: **Net 30** Billing Method: **Email**

Invoice	Date	Amount
Software as a Service & Support for: SAAS Evacuations (Enterprise and Public), Wildfire Spread, Core, and Support + One-Time Implementation Services	8/30/2025	\$262,131

Customer shall pay all fees in US dollars within thirty (30) days following the date of the invoice therefore. Customer shall make payments to the address or account that Ladris may specify in writing from time to time.

Attachment: Proposed Contract with Ladris Technologies, Inc. (3673 : Ladris Agreement)

Exhibit B

Evidence of Insurance: Certificates, Endorsements and Policy Language

(pages attached)

Attachment: Proposed Contract with Ladriz Technologies, Inc. (3673 : Ladriz Agreement)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E.Camelback Road, Suite 740 Phoenix, AZ 85016 877 468-6516	CONTACT NAME: Ellen Carter	
	PHONE (A/C, No, Ext): 877 468-6516 FAX (A/C, No):	
	E-MAIL ADDRESS: ellen.carter@usi.com	
INSURED Ladris Technologies, Inc. 980 9th St. Sacramento, CA 95814	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		59SBABR6HAU	03/14/2025	03/14/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			59SBABR6HAU	03/14/2025	03/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			59SBABR6HAU	03/14/2025	03/14/2026	1,000,000
B	Pro Liability			EO00006361601	08/05/2024	08/05/2025	2,000,000
C	EPL			EKS3565579	03/13/2025	03/13/2026	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City, its officers, officials, employees, and volunteers only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER City of Orinda 28 Orinda Way Orinda, CA 94563	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage" or "personal and advertising injury" arises out of the rendering of or the failure to render any professional services, including:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

Attachment: Proposed Contract with Ladris Technologies, Inc. (3673 : Ladris Agreement)

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** – you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

**Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.**

Attachment: Proposed Contract with Ladriz Technologies, Inc. (3673 : Ladriz Agreement)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

H.4.a

11/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Rippling PEO 1 Inc) c/o Rippling PEO 1 Inc 430 California St, 11th Floor San Francisco, CA 94104	CONTACT NAME: Rippling Support Team PHONE (A/C, No, Ext): 915-491-2687 E-MAIL ADDRESS: peo-wc@rippling.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: SUNZ Insurance Company INSURER B: United Wisconsin Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rippling PEO 1 Inc LCF Ladris Technologies Inc 430 California St, 11th Floor San Francisco CA 94104	NAIC # 34762 29157

COVERAGES

CERTIFICATE NUMBER: 82652466

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			WC087-00196-024 WC616-00205-023-SZ	12/1/2024 12/1/2023	12/1/2025 12/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Ladris Technologies Inc Client Eff Date: 8/1/2023

CERTIFICATE HOLDER

For Informational Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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Exhibit C – Additional Definitions

SECTION 1.01 Additional Defined Terms.

"Access Credentials" means any user name, password, license or security key, security token, or other method, technology or device used, alone or in combination, to authenticate and authorize access to and use of the Cloud Services.

"Affiliate" means, with respect to any corporate entity, a company controlled by, controlling, or under common control of a parent entity.

"Authorized User" means an employee of City authorized to use the Cloud Services pursuant to the terms and conditions of this Agreement.

"Cloud Services," depending upon the modules selected in the executed Purchase Orders means Ladriss Operator cloud-based software as a service for (i) Ladriss SAAS for Evacuations, and/or (ii) Ladriss SAAS for Wildfire Spread, (iii) certain modules of Ladriss Core and (iv) in each case, all new versions, updates, revisions, improvements and modifications of the foregoing, including the software that Ladriss uses to provide remote access to and use of the Cloud Services. Cloud Services excludes new products or services containing major enhancements and/or significantly enhanced functionality.

"Contract Year" means the period of twelve (12) consecutive months commencing on the start date for software and services (8/30/2025).

"Covered Region" shall mean (1) in the case of a City that is a government entity the jurisdictional boundaries of the Customer; and (2) in the case of a non-government entity, the regions specified in the Purchase Order. The definition of Covered Region may be modified in any signed purchase order.

"City Data" means information, data, images, maps, zone, video and other content, regardless of form or medium, that is collected, downloaded or otherwise received from City or an Authorized User for processing by the Cloud Services, but does not include Ladriss Data or Resultant Data metadata derived from City usage.

"City Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks operated by Customer.

"Documentation" means any manuals, instructions or other documents or materials in any medium, as updated from time to time, that the Ladriss provides or makes available to Customer.

"Harmful Code" means any software, hardware or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent a City or end user from accessing or using the Cloud Services as intended by this Agreement.

"Intellectual Property Rights" means any and all patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world including any such intellectual property rights which come into existence following the Effective Date of this Agreement.

"Provider Data" means (i) all data and information provided by the Cloud Services that is proprietary to Ladriss, its suppliers or its or their licensors, (ii) all metadata captured by the Cloud Services, including time and duration of simulations, origin of fire, direction of travel and all other parameters set by City in running simulations, and frequency of use, and (iii) all Resultant Data.

"Ladriss Materials" means the Specifications (if any), Documentation and any and all other information, data, documents, materials and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided to City or used by Ladriss or any Subcontractor in connection with the Cloud Services or Ladriss Systems. For the avoidance of doubt, Ladriss Materials include Ladriss Data and Resultant Data, but do not include Third Party Materials or City Data.

"Ladriss Personnel" means all individuals involved in the performance of Cloud Services as employees, agents or independent contractors of Ladriss or any Subcontractor.

"Ladriss Products" means the Evacuation Modeling Service, Ladriss for Wildfire Spread Ladriss Core and Ladriss professional services.

"Ladriss Core" means the Ladriss cloud-based software as a service for (i) the forecasting of floods, (ii) a repository for Customer data (i.e. a data lake), and (iii) (iii) access to real-time and near-real time environmental and sensor feeds and readings.

"Ladriss SAAS for Evacuations" means the Ladriss Operator cloud-based software as a service for transportation and evacuation modeling and all new versions, updates, revisions, improvements and modifications of the foregoing, but the term does not include new products or services containing major enhancements and/or significantly enhanced functionality. Ladriss SAAS for Evacuations includes Third Party Materials.

"Ladriss SAAS for Wildfire Spread" means the Ladriss cloud-based software as a service for wildfire Spread and all new versions, updates, revisions, improvements and modifications of the foregoing, but the term does not include new products or services containing major enhancements and/or significantly enhanced functionality. Ladriss SAAS for Wildfire Spread includes Third Party Materials.

"Ladriss Systems" means the information technology infrastructure used by or on behalf of Ladriss to operate, maintain and make available the Cloud Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Ladriss or through the use of Subcontractors.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

Losses means any and all losses, damages, or other liabilities, awarded in a final judgment, including interest, awards, penalties, fines, costs and expenses, as well as reasonable attorneys' fees; provided, however, that losses shall not include (i) any amounts resulting from loss of property, loss of services, personal injury, or death resulting from an evacuation or wildfire, or (ii) loss resulting from any other hazardous activity.

"Map" means any diagrammatic or digital representation of all or any portion of the Covered Region displaying the relative positions and connections of different components or attributes, such as roads, zones, topography, or utility infrastructure, for the purpose of disaster planning, evacuation modeling, or other plan or analysis.

"Open Source Program(s)" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"Purchase Order" means one or more written purchase orders, order forms or quotations for the acquisition of Cloud Services by Customer, duly executed by both parties that includes pricing and licensing information. The initial Purchase Order may be appended to this Agreement as an Attachment.

"Representatives" means, with respect to a Party (including Ladrir's Suppliers), the employees, officers, directors, consultants and legal advisors of a Party, their Affiliates' and Ladrir Suppliers.

"Resultant Data" means information, data and other content that is derived by or through the Cloud Services from Processing City Data and is sufficiently different from such City Data that such City Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Resultant Data includes but is not limited to information, data or other content derived from Ladrir's analysis of Customer's access of the Cloud Services.

"Specifications" means the published technical description for the Cloud Services or Documentation.

"Supplier" means any other entity that licenses or otherwise provides Ladrir with Third Party Materials, including software.

"Third Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, APIs, products, equipment or components of or relating to the Cloud Services that are not proprietary to Ladrir or its licensors.

Exhibit D Authorization for Use and Restrictions

During the Term of this Agreement, Provider shall provide to Customer, and their Authorized Users access to the Cloud Services and subject to the additional provisions of Authorization and City Restrictions. Use of the Cloud Services by City for modeling and simulations shall extend to

the Covered Region only. The Cloud Services shall be provided 24 hours per day, seven days per week every day of the year, except as provided in Service Levels and Service Credits.

H.4.a

Authorization. Provider authorizes City and its Authorized Users to access and use the Cloud Services and such Provider Materials as Provider may supply to Customer. This access and use is limited to use by City for its internal business, or in the case of governments, in exercise of its own responsibilities to its residents. This authorization is non-exclusive and non-transferable.

Prohibitions. City shall not (i) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code or object code of the Cloud Service software, in whole or in part, (ii) copy, modify, or prepare derivative works of the Cloud Service software or the Provider Materials or (iii) with respect to both clause (i) and (ii) permit any Other Person to do so..

Additional Limitations and Restrictions. Except to comply with the law, including without limitation, the California public Records, Act, the City shall not, and shall not permit any other Person to, copy, distribute, reproduce, incorporate, use, or access the Cloud Services or Provider Materials in any manner except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. Without limiting the generality of the foregoing, City shall not, except as this Agreement (or any applicable open source license) expressly permits:

- (a) access or use the Cloud Services other than through the use of valid Access Credentials;
- (b) input, upload, transmit or otherwise provide to or through the Cloud Services any information or materials that are unlawful, injurious, or contain, transmit or activate any Harmful Code;
- (c) remove, delete, alter or obscure any trademarks, terms of service, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Cloud Services or Provider Materials, including any copy thereof; or
- (d) access or use the Cloud Services or Provider Materials for the development of a competing software service or product or any other purpose that is to Ladriss' detriment or commercial disadvantage.

Attachment: Proposed Contract with Ladriss Technologies, Inc. (3673 : Ladriss Agreement)

EXHIBIT E – WARRANTIES, DISCLAIMERS AND LIMITATIONS ON LIABILITY

DISCLAIMER OF WARRANTIES. ALL CLOUD SERVICES, PROVIDER MATERIALS AND THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES OR PROVIDER MATERIALS WILL MEET CITY REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE. **CITY ACKNOWLEDGES THAT EMERGENCY RESPONSE ACTIVITIES, INCLUDING EVACUATIONS, ARE A HAZARDOUS ACTIVITY AND CHAOTIC ACTIVITY AND THAT THE CLOUD SERVICES MAY NOT FULLY REPRESENT THE NUMBER OF VARIABLES AFFECTING TRAFFIC FLOW OR WILDFIRE SPREAD AT THE TIME OF USE. FURTHER, THE EXTRAPOLATION OF MOVEMENT OF WILDFIRE IS SUBJECT TO ESTIMATES OF FUEL LOAD WHICH MAY NOT BE EXACT, ATMOSPHERIC MOVEMENTS WHICH MAY NOT BE FULLY PREDICTABLE AND OTHER UNANTICIPATED FACTORS.**

ANY AFFIRMATIVE REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN THE CITY AND THE THIRD-PARTY OWNER OF THE THIRD-PARTY MATERIALS. PROVIDER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO.

EXCLUSION OF CERTAIN DAMAGES. (A) EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE CLOUD SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO **EXHIBIT H (UPTIME)**., (C) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE OR (D) USE OF THE CLOUD SERVICES IN A LIVE, REAL TIME EVACUATION OR DISASTER RESPONSE EVENT.

(B) HAZARDOUS ENVIRONMENT. PROVIDER AND CITY ACKNOWLEDGE THAT THE SERVICE INVOLVES PLANNING FOR ACTIVITIES IN A HAZARDOUS, HIGH-RISK ENVIRONMENT IN WHICH IT IS IMPOSSIBLE TO ANTICIPATE ALL FACTORS THAT MAY INVOLVE RISK OR INJURY TO THOSE AFFECTED. CONSEQUENTLY, CITY AGREES THAT PROVIDER AND ITS LICENSORS SHALL HAVE NO LIABILITY TO

CITY WITH RESPECT TO THE PLANNING OR CALCULATION OF APPROPRIATE EVACUATION ROUTES, TIMES OR TRAFFIC LOADS AND INCLUDING (WITHOUT LIMITATION) THOSE VARIABLES ENTERED BY CUSTOMER, AND CITY HEREBY ACCEPTS, SUCH EXCLUSIONS AS THE BASIS FOR THIS CONTRACT.

CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PROVIDER AND ITS SUPPLIERS AND SUBCONTRACTORS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE HIGHER OF (I) THE SUM OF ALL FEES PAID BY CITY UNDER THIS AGREEMENT FOR THE 12 MONTHS IMMEDIATELY PROCEEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY OR (II) \$1000. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

EXCEPTIONS. THE EXCLUSIONS AND LIMITATIONS ON LIABILITY DO NOT APPLY TO THE OBLIGATIONS OF THE PARTIES WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS.

Exhibit F – Intellectual Property Rights

Acknowledgment. City acknowledges that Provider and its Suppliers own all right, title and interest, including all Intellectual Property Rights in the Cloud Services, Cloud Service software, Provider Data, and Provider Materials. City shall not acquire any Intellectual Property Rights with respect to the Cloud Services, Cloud Service software or Provider Materials (including Third-Party Materials), except for the limited authorization set forth in the Agreement and any applicable third-party licenses and in each case subject to the restrictions of the Agreement.

Open Source Programs. The Cloud Service software may include Open Source Programs. Any use of Open Source Programs by City is subject to and governed solely by the terms and conditions of the applicable open source license agreement(s). On Customer's written request, Provider will provide City (at no additional cost) information how to obtain a copy of the source code for such Open Source Programs in accordance with the terms of the controlling open source license agreement(s).

City Data. City hereby irrevocably grants to Ladris, its Suppliers, Subcontractors and Provider Personnel all such rights and permissions in or relating to City Data as are necessary or useful to perform the Cloud Services. In addition, to the extent that City may have intellectual property rights in Provider Data or Resultant Data, City hereby grants to Provider a perpetual, royalty free, non-exclusive worldwide license to reproduce, use and license and sublicense such intellectual property rights for use in connection with the Cloud Services including any derivative works thereof and any other products and services that are developed and marketed by Ladris, its successors or assigns.

City Maps. City shall supply Provider with Maps it uses in planning and modeling, including those used for evacuation scenarios. City represents and warrants that either such Maps are in the public domain or that City has full rights to license, including the right to sublicense use of, such Maps. City hereby irrevocably grants to Provider a perpetually, royalty-free, worldwide license to reproduce, use, license and sublicense such Maps in connection with the use of Cloud Services by its customers and as embedded in such other products and services as may be developed and marketed by Provider and its assignees.

Feedback. If City or any of its employees or contractors submits, orally or in writing, ideas, suggestions or recommended changes to the Cloud Services or Documentation, including without limitation, new features or functionality relating thereto ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. City hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback. Feedback will not be considered Confidential Information.

Exhibit G – DATA USAGE AND RIGHTS

City hereby grants to Ladriss, and Ladriss Personnel all such rights and permissions in or relating to City Data and Infrastructure Data as are necessary or useful to perform the Cloud Services. In addition, to the extent that City may have intellectual property rights in Ladriss Data or Resultant Data, City hereby grants to Ladriss a perpetual, royalty free, non-exclusive worldwide license to reproduce, use save and license and sublicense such intellectual property rights and data.

Resultant Data and Infrastructure Data will be used in several CORE modules to train and develop machine learning and artificial intelligence transformers, including transformer weights. City acknowledges that once such transformers and weights are trained, such data cannot be extracted. Consequently, City grants to Ladriss a perpetual, royalty free, non-exclusive worldwide license to reproduce, use, save and license and sublicense such intellectual property rights as it may have in Resultant Data and City Infrastructure Data and City data feeds for use in connection with the Cloud Services for other Ladriss customers and any other products and services that are developed and marketed by Contractors, its successors and assigns. Ladriss represents and warrants that no other licensee of the CORE services will be able to extract such Resultant Data and Infrastructure Data in a manner that identifies such data as being associated with City.

EXHIBIT H – UPTIME

Service Levels. During the Term of this Agreement, Ladriz will use commercially reasonable efforts to make the Cloud Services Available at least 99.5% of the time as measured over the course of each calendar month during the Term (each such calendar month is a "Cloud Service Period") excluding unavailability as a result of any of the Exceptions described below.

Availability Requirement Service Level Failure means a material failure of the Cloud Services to meet the Availability Requirement. Available means the Cloud Services are available for access and use over the Internet.

Service Level Failures and Remedies. In the event of a Service Level Failure, and if City otherwise meets its obligations under this Agreement, Ladriz shall issue a credit to City in the amount of a percentage of the Fees due for the Cloud Service Period in which the Service Level Failure occurred (each a Service Credit as set forth in the following table: In the first column, the Percentage of Availability shall be calculated according to the formula referenced below.

<u>Percentage of Availability</u>	<u>Amount of Service Credit</u>
between 98.0% and 99.5%	10%
between 95.0% and 98.0%	18%
below 95.0%	40%

In addition, all Service Credits shall be subject to the following:

- Ladriz has no obligation to issue any Service Credit unless City requests such Service Credit and provides to Ladriz the supporting information set forth below within seven (7) days following the end of the applicable Cloud Service Period;
- City must provide to Ladriz all information necessary to document the Service Level Failure, including without limitation, log files showing the period(s) when the Cloud Services were not Available, the date(s) and time(s) on which they occurred, the number and location(s) of the affected Authorized Users (if applicable); descriptions of City's attempts to resolve the matter; and any other pertinent information;
- in no event will a Service Level Credit for any Cloud Service Period exceed fifty percent (50%) of the total Fees that would be payable for that Cloud Service Period if no Service Level Failure had occurred;
- if a dispute arises with respect to any Service Level Failure, Ladriz will make a good faith determination to resolve the dispute based on its system logs, monitoring reports, configuration records, and other available information, which Ladriz shall make available to City upon City's request; and any Service Credit payable to City under this Agreement will be issued to City in the calendar month following the Cloud Service Period in which the Service Level Failure occurred. This Exhibit sets forth Contractor's sole obligation and liability and City's sole remedy for any Service Level Failure.

Measurement. If the Cloud Services are provided from servers operated and maintained by a nationally recognized cloud service provider (such as AWS or Azure), then availability will be measured by such provider's standard processes and formulas therefore. In measuring uptime, the following terms shall be used as defined below.

Anticipated Available Minutes means the Total Minutes less the Excluded Minutes.

Excluded Minutes means that the total number of minutes the Cloud Services were not available as a consequence of the exclusions set forth below, as reasonably determined by Contractor.

Unavailable Minutes means the number of minutes during the Cloud Service Period that the Cloud Services were not available, not including Excluded Minutes.

Total Minutes means the total number of minutes in the relevant Cloud Service Period.

Exceptions. For purposes of calculating the Availability Requirement, the following are "Exclusions" to the Availability Requirement, and neither the Cloud Services will be considered not Available, nor any Service Level Failure be deemed to occur that is due, in whole or in part, to any:

- access to or use of the Cloud Services by City or any Authorized User, or using City's or an Authorized User's Access Credentials, in a manner that does not strictly comply with this Agreement and the Documentation;

- Any delay or failure of performance caused in whole or in part by City's delay in performing, or failure to perform, any of its obligations under this Agreement; City's or its Authorized User's Internet connectivity;

- Force Majeure Event;

- Scheduled Downtime as set forth below; and any suspension or termination of City's or any Authorized Users' access to or use of the Cloud Services as permitted by this Agreement.

Scheduled Downtime. Ladriss will use commercially reasonable efforts to give City at least five hours prior notice of all scheduled outages of the Cloud Services, "Scheduled Downtime" shall mean any such scheduled outage for which at least five hours prior notice has been given and which does not persist for more than 90 consecutive minutes. There shall not be more than one Scheduled Downtime event per month.

Contractor's obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Ladriz will support only those Versions between 3.x and 4.5. If City desires support for earlier Versions of the Software, such support may be treated by Ladriz as additional consulting services for which City will be billed at Contractor' then current time-and-materials rates. City understands that its implementation of a new Version may require City to upgrade its Computer System.

Data Backup, Retention and Disposal. Ladriz shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Ladriz shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Ladriz will back up City data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at **City's election, Ladriz will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon City's request, Ladriz will supply City with a** certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used.

Disaster Recovery

The Ladriz will maintain a Disaster Recovery Plan with respect to the services provided to the City. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the **Ladriz' service** in which the Contractor, using reasonable judgment, requires relocation of processing to a recovery location. Ladriz shall notify the City as soon as possible after the Ladriz deems a service outage to be a Disaster. The Ladriz shall move the processing of the City's services to a recovery location as expeditiously as possible and shall coordinate the cut-over. During a disaster, optional or on-request services shall be provided by the Ladriz only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

Administrative Functions Performed by Ladriz.

Ladriz shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring.

Covered Maintenance

Ladriz will provide to City: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Ladriz for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Ladriz hereunder.

Ladris will maintain a website accessible by City, which contains information concerning the Software and Support Services.

Ladris will respond to City requests for software support services regarding the Cloud Services in accordance with the procedures identified below. In each case, City may describe and submit notice of the support need by telephone, facsimile or electronic mail.

All Ladris staff assigned to provide services to City will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.

Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Ladris shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at City remote support, which equipment is to be obtained by City at its sole expense.

Ladris shall provide City with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding City-recognized holidays.

Response Policy. Ladris shall respond to any Errors reported by City based on the priority code assigned to each such Error. City shall identify the priority code when it initially reports the Error to Contractor. Ladris may, in its reasonable discretion, reclassify the Error after its initial investigation. In the event Ladris does not meet the service level response for the Error as described in the table below, the City may request to escalate the Error to a higher priority code, which request the Ladris shall not unreasonably deny.

Priority Levels and Response Times
Response times are for business hours.

Tier	Priority	Response	Initial Update	Workaround	Restore
Tier-1	Urgent	1	2	6	24
Tier-1	High	2	3	9	36
Tier-1	Normal	4	8	24	as agreed
Tier-1	Low	8	12	as agreed	as appropriate
Premium	Urgent	2	4	12	48
Premium	High	4	6	18	72
Premium	Normal	8	16	48	as agreed
Premium	Low	16	24	as agreed	as appropriate
Pro	Urgent	4	8	24	96
Pro	High	8	12	36	144
Pro	Normal	16	32	96	as appropriate
Pro	Low	32	48	as appropriate	as appropriate
Standard	Urgent	8	16	48	192
Standard	High	16	24	72	288
Standard	Normal	32	64	192	as appropriate
Standard	Low	64	96	as appropriate	as appropriate

Priority Level	Definition
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Urgent	Trouble condition where the system is completely out of service or is causing significant business impact to the City and no immediate workaround is available
High	System affected with intermittent loss of simulation capability or a problem that significantly affects deployment
Normal	System issues alerts and/or exhibits unexpected behavior without affecting core functionality
Low	Technical consultations, feature suggestions

CITY OF ORINDA
BUDGET CHANGE FORM FISCAL YEAR 2025-26
Funds Originally Appropriated as Part of 2025-26 and 2026-27 Biennial
Budget Adopted on June 3, 2025

CHANGE FORM # 003-26**New Appropriations** (City Council Approval Required):☒ From Un-Appropriated Reserves☐ Reduction To Adopted Budget**GENERAL FUND**☐ New Revenue ONLY**Budget Transfers:**☐ From Budgeted Contingent Reserve (Approval Req'd)☐ Between Departments (City Council Approval Req'd)☐ Other: _____

BUDGET ACCOUNT (Revenue / Expense)	INCREASE AMOUNT	DECREASE AMOUNT
INCREASE OF BUDGETED EXPENSE IN FY 2025-26:		
106-10-13-7180 ADD-ON SALES TAX MEASURE R/ CITY MANAGEMENT / CITY MANAGER / PROFESSIONAL SERVICES	\$262,131	

REASON FOR BUDGET CHANGE ENTRY: Purchase Ladriss consulting services and software as a service for emergency evacuation modeling.

As Presented at the City Council Meeting on July 15, 2025

#####(Finance Use Only)#####

Posted By: _____ Date: _____

Attachment: Budget Change Form #003-26 (3673 : Ladriss Agreement)