

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of August 13, 2026, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and City of Upland, a California municipal corporation ("the City") located at 460 N. Euclid Avenue, Upland, CA, 91786.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. Project Manager. Sun Ridge shall assign **Juleann Hunt-Osborn** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B attached hereto and incorporated herein, according to the following schedule ("Payment Schedule"):

	Project Balance	Support and Updates	Total Payment Amount
Payment #1 - Contract Signing	\$401,975	\$98,025	\$500,000
Payment #2 - 1 Year After System Cutover	\$165,996	\$100,966	\$266,962
Payment #3 - 2 Years After System Cutover	\$165,996	\$103,995	\$269,991
Payment #4 - 3 Years After System Cutover	\$165,996	\$107,115	\$273,111
Payment #5 - 4 Years After System Cutover	\$0	\$110,329	\$110,329
Total Contract Amount			\$1,420,393

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Contract Documents. The following documents shall govern the performance of the Scope of Work and the terms and conditions for the provision of the Software and Services (collectively, the “Contract Documents”):

- a. This Agreement;
- b. Scope of Work (Exhibit “A”); and
- c. Contract Amount (Exhibit “B”); and
- d. Support Services (Exhibit “C”); and
- e. Insurance Requirements (Exhibit “D”).

In the event of any conflict between the terms and conditions of the Contract Documents, the Contract Documents shall govern in accordance with the foregoing order of priority with this Agreement acting as the master agreement.

Section 6. Invoices. Invoices shall be sent to:

City of Upland
460 N. Euclid Avenue
Upland, CA 91786
Attn: Michael Blay

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City’s receipt thereof.

Section 7. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement (“Term”) shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The “Project Schedule” is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 11 below will remain in effect until it is terminated pursuant to Section 15.

Section 8. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City’s sole and exclusive remedy for breach of this warranty will be repair or replacement of the

Software. Sun Ridge will make reasonable efforts to correct errors in the Software but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. Sun Ridge warrants that the Software shall not contain any lock, counter, CPU reference, virus, worm, or other malware or device capable of halting operations or erasing or altering data or programs. Sun Ridge further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the Software.

c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. SUN RIDGE'S AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT COVERED BY THE INSURANCE REQUIRED TO BE MAINTAINED BY SUN RIDGE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LIMITS SET FORTH IN SECTION 1 OF EXHIBIT D OF THIS AGREEMENT. SUN RIDGE'S AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT NOT COVERED BY THE INSURANCE REQUIRED TO BE MAINTAINED BY SUN RIDGE UNDER THIS AGREEMENT SHALL NOT EXCEED THE CONTRACT AMOUNT.

Section 9. Final Acceptance.

For thirty (30) days from the beginning of City's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Initial Test Period"), the City shall test the system for defects and anomalies. "Operational Use" is defined as the City's use of the Sun Ridge Software in the course of the City's daily business activities. During the Initial Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by the City under the Software Support Services Agreement (Exhibit C). At the end of the Initial Test Period, the City shall accept or reject the Software as follows:

a. During the Initial Test Period the City shall assess the performance of the Software. If, at the end of the Initial Test Period the City determines that the Software is performing to its satisfaction, then Notice of Final Acceptance ("Final Acceptance") of the Software and authorization of any outstanding payment to Sun Ridge will be processed by the City.

However, if during this period it is determined that the Software is not working satisfactorily, then the City will identify problems in writing to Sun Ridge no later than the last day of the Initial Test Period and work with Sun Ridge for the next thirty (30) days to resolve the problems ("Second Test Period").

b. During the Second Test Period, the City will again test the performance of the Software. At the end of the Second Test Period one of the following shall occur:

i. If the City determines that the Software is performing to its satisfaction it shall immediately provide written Final Acceptance of the Software and shall process and pay any outstanding payment to Sun Ridge.

Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

ii. If the City decides not to accept the Software, it must so notify Sun Ridge within five days of the end of the Second Test Period. This Agreement shall be terminated and all payments already made by the City to Sun Ridge, less the cost of project management, installation, data conversion and training services provided up to the date of termination, shall be returned within thirty (30) days to the City.

iii. However, if City fails to provide written Final Acceptance or its decision to not accept the Software within five (5) calendar days of the end of the Second Test Period, then the Software shall be considered accepted and the City shall proceed as described in 9(a) above.

Section 10. Assignment and Subcontractors. Parties shall not sublicense, assign or transfer this Agreement or any rights under or interest in the Agreement without the prior written consent of the other Party, which may be withheld for any reason at the sole discretion of the Party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void. Nothing contained herein shall prevent Sun Ridge from employing independent contractors, as well as employees, to provide Services as Sun Ridge may deem appropriate, provided, however, that Sun Ridge shall remain fully responsible for such independent contractors.

Section 11. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 9 of this Agreement, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software only for the agency that is the subject of this Agreement. The City shall not permit any other agency to use the Software unless it has first obtained explicit written agreement from Sun Ridge to do so.

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized.

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 16 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City and shall continue until the License is terminated as provided below.

i. Sun Ridge may terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement as set forth

in Section 15(e)(ii). Upon such termination, the City shall have the rights set forth in Section 15(e)(ii), except that Sun Ridge may, at its sole discretion, seek immediate injunctive relief to prevent unauthorized use, distribution, or disclosure of the Software.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge. The City shall destroy or return to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation have been destroyed or returned to Sun Ridge as required above.

iv. The provisions relating to confidentiality, indemnification, intellectual property ownership, and any other provisions which by their nature are intended to survive termination or expiration shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 12. Indemnity. Sun Ridge agrees to indemnify, defend, and hold harmless (with counsel approved by City, where such approval shall not to be unreasonably withheld or delayed) the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees (collectively "Claims"), arising out of or relating to (i) any claim alleging infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's use or inability to use the Software.

This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders,

employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

Section 13. Infringement and Performance Breach Remedies. If it is claimed that the Software or Services furnished by Sun Ridge, whether first developed by Sun Ridge for the City or not, infringes any intellectual property right or is otherwise unlawful, Sun Ridge agrees to defend or settle any such claim or suit at Sun Ridge's expense and to indemnify and hold the City harmless from any losses, damages or harm, including attorney's fees and legal expenses, incurred as a result of such claim. Without the City's prior written approval, Sun Ridge shall not accept any liability on the City's behalf for the infringement, nor shall Sun Ridge reach a settlement that from the City's perspective impairs the value or usefulness of the work that is the subject of the infringement claim. Sun Ridge will also pay all damages and costs that by final judgment, settlement or other resolution are assessed against the City due to such alleged or proven infringement and reimburse the City for any direct damages suffered by the City as a result of the infringement claim, including but not limited to attorney's fees. Should Sun Ridge find, or be found, to have infringed on any intellectual property rights, Sun Ridge will procure: (i) a right for the City to continue using the applicable Software, (ii) a solution to mitigate the infringement, or (iii) a product to replace the infringing product that provides the functionality in the Agreement. The City shall not incur any additional costs related to the aforementioned remedies.

Section 14. Insurance. During the term of this Agreement, Sun Ridge shall comply with the City's insurance requirements which are attached hereto as Exhibit D and incorporated herein.

Section 15. Termination Rights.

a. Termination for Default. Subject to the right to cure contained in this Section 15, the City may terminate this Agreement in whole or in part, at any time that the City determines that Sun Ridge is in material default of its obligations under this Agreement. Termination for default is effective on the date specified in the City's written notice of default. Should Sun Ridge fail to cure a default, then in addition to any other remedies, the City shall be entitled to pursue any rights and remedies available under this Agreement and applicable law. City's termination for default shall be deemed a termination for convenience if the termination for default is later found to be without justification.

b. Cure. Sun Ridge shall have a period of ten (10) days following a written notice of default to either cure such default or if such default cannot be cured within such period, to provide evidence satisfactory to City, in its sole discretion, that Sun Ridge is taking action to cure such default.

c. Termination for Convenience. This Agreement may be terminated by the City, in whole or in part, upon thirty (30) days written notice to Sun Ridge, when the City determines this to be in its best interest. The termination for convenience is effective on the date specified in the City's written notice. Termination for convenience

may entitle Sun Ridge to payment for reasonable costs allocable to the Agreement for work or costs incurred by Sun Ridge up to the date of termination. Sun Ridge shall not be paid compensation as a result of a termination for convenience that exceeds the amount payable under the schedule of charges in Exhibit B.

d. Termination for Non-Appropriation. The parties to this Agreement recognize and acknowledge that City is a municipal corporation of the State of California. As such, City is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of City business, the City will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, City shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide funds for Software or Services subject herein. Such notice shall become effective upon the adoption of the final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated. Upon termination under this paragraph, Sun Ridge shall be entitled to compensation for all services rendered prior to the effective termination date and at which point the terms of Section 15(e) shall apply.

In addition to the above, should the City during the course of a given year, for financial reasons, reduce or order a reduction in the budget for any City department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the City, this Agreement shall be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation, at which point the terms of Section 15(e) shall apply.

e. Termination Procedure.

i. If this Agreement is terminated pursuant to the non-appropriation provisions of this Section, the City shall have the right to elect to retain and continue to use any Software for which the City has paid in full the applicable license fees as listed in Exhibit B. Sun Ridge shall not be obligated to provide support services as described in Exhibit C for such Software unless those support services have been paid in full as listed in Exhibit B.

ii. If this Agreement is terminated pursuant to the non-appropriation provisions of this Section and the City has not paid in full the applicable license fees as listed in Exhibit B, or the City has breached the terms of the Software license as described in Section 11(b) Sun Ridge may terminate this Agreement after first giving the City written notice of such breach and thirty (30) days to cure. If the City does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, the City will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information pursuant to this Agreement, including but not limited to any Documentation, Software and any Confidential Information stored on any

equipment and certify to Sun Ridge in writing within five (5) business days of the termination date that it has done so.

Section 16. Confidential Information. “Confidential Information” means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. City data shall include all data, records, information, reports, files, databases, metadata, and other materials provided by the City to Sun Ridge or created, collected, stored, processed, or generated by Sun Ridge in connection with the performance of this Agreement (“City Data”). “Documentation” means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party’s Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a “need to know” basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

Sun Ridge shall use City Confidential Information only as necessary to perform its obligations under this Agreement and in accordance with all applicable federal, state, and local laws governing access, use, and disclosure of such information. Any unauthorized disclosure or use of City Confidential Information by Sun Ridge shall constitute a material breach of this Agreement.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved by the party whose Confidential Information is at issue or required by law.

Upon expiration or termination of this Agreement, each party shall promptly return, delete, or destroy the other party's Confidential Information, including Documentation and City

Data, and shall certify such return, deletion, or destruction upon reasonable request, except to the extent retention is required by law or applicable records-retention requirements.

Section 17. Information Security and Data Protection

City Data shall remain the exclusive property of the City. Sun Ridge shall acquire no ownership interest in City Data and shall use City Data solely for purposes of performing its obligations under this Agreement.

Sun Ridge shall notify the City in writing of any actual or reasonably suspected: Unauthorized access to City Data; Security breach; Data loss; Malware infection affecting City systems or City Data; or Other incident compromising the confidentiality, integrity, or availability of City Data. Sun Ridge shall notify without unreasonable delay and in no event later than twenty-four (24) hours after discovery.

Upon reasonable notice and during normal business hours, the City may request information reasonably necessary to verify Sun Ridge's compliance with this Section, including security policies, security certifications, vulnerability assessments, penetration test summaries, and audit reports, provided that Sun Ridge may redact confidential information unrelated to the City.

Sun Ridge shall use all commercially reasonable efforts to protect and safeguard City Confidential Information and City Data from any unauthorized access, acquisition, use, disclosure, alteration, destruction, or loss. Sun Ridge shall maintain administrative, technical, and physical safeguards designed to ensure the confidentiality, integrity, and availability of City Data, which safeguards shall be no less rigorous than those maintained by Sun Ridge for its own confidential information of a similar nature and sensitivity.

Section 18. General Terms.

a. Governing Law, Venue. This Agreement will be construed by and enforced in accordance with the laws of the state of California. Any litigation regarding this Agreement or its contents shall be filed in a state or federal court situated in the County of San Bernardino, State of California.

b. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

c. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

d. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, or by commercial overnight

delivery, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows:

City of Upland:

City of Upland
460 N. Euclid Avenue
Upland, CA 91786

Sun Ridge Systems, Inc.:

Sun Ridge Systems, Inc.
P.O. Box 5071
El Dorado Hills, CA 95762

Carolj@SunRidgeSystems.com

Attn: Michael Blay

Attn: Carol Gomes Jackson

Notices may be given by electronic mail transmission to such address as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address with confirmation of a successful transmission.

e. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

f. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

g. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than Sun Ridge.

h. Non-Discrimination. Sun Ridge shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

i. Counterparts. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any

party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

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

k. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

l. Title to Software. Sun Ridge represents and warrants that it is the sole owner of the Software or, if not the owner, that it has received all legally required authorizations from the owner to license the Software as contemplated herein, has the full power to grant the rights required by this Agreement, and that neither the Software, nor its use in accordance with the Agreement, will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or City.

SIGNATURE PAGE

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

By:

Signed by:

Carol Gomes Jackson

Carol Gomes Jackson

Its: President

CITY OF UPLAND

By:

DocuSigned by:

Michael Blay

Michael Blay
City Manager

ATTESTED BY:

By:

DocuSigned by:

Keri Johnson

Keri Johnson
City Clerk

APPROVED AS TO FORM:

By:

Signed by:

Thomas Rice

Best Best & Krieger LLP
City Attorney

Exhibit A Scope of Work

Section 1 – Software Licenses

The City has purchased the following software licenses:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile/Mobile Mapping Computer Software
- iRIMS Law Mobile App Software
- RIMS In-Station Mapping Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- RIMS Officer Training Management Software (TIMS)
- RIMS Collaborate Data Sharing Software

The City has purchased the following RIMS interface software:

- RIMS E911 Link
- RIMS State Link (CLETS) Software
- RIMS Text Paging Software
- RIMS Body Worn Camera Link (AXON)
- RIMS AutoCite Import from Crossroads Link Software
- RIMS AutoCite Import from Data Ticket Link Software
- RIMS Citation Export to Data Ticket Link Software
- RIMS to FBI Criminal Justice N-Dex Link Software
- RIMS Accident Import from Crossroads Software
- RIMS False Alarm Link to PMAM Corporation Software
- RIMS Eventide CAD Recorder Integration Software
- RIMS Flock Vehicle Alert Integration Software
- RIMS to Mindbase Link Software
- RIMS DA Link to San Bernardino County DA Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and the City shall define a mutually agreed-upon project schedule ("Project Schedule").

Section 3 – Hardware/Equipment

Sun Ridge is providing one (1) Worth Data Bar Code Scanner.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on City provided servers and will provide instruction to the City staff on how to install the client workstation Software and Mobile/App

Software. The City's servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications set forth in Section 12. Access to the City supplied servers shall be via unattended remote access using a product called Bomgar by Beyond Trust, provided by Sun Ridge. As part of installation, Sun Ridge will set up a basic system backup process to local disks.

Section 6 – Configuration

Sun Ridge will provide the following sessions to the City's designated RIMS Administrators:

RIMS Configuration and Setup: Consists of up to 24 hours for CAD/RMS of configuration training, conducted via phone and/or remote access. The City's "RIMS Administrators" will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The City's dispatch operational decisions
- The City's records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled

Section 7 – Street File (aka "Geofile") Load

The City and Sun Ridge will work together to determine the best street file source. One "load" of this source file into RIMS is included in the scope. If the City determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees for the additional loading.

Section 8 - Integration

Sun Ridge will provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The City must coordinate with third-party vendors to complete and test their portion of the interface.

Section 9 – Training

Sun Ridge is providing "end user" training all of which will be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session,

generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. A “session” is a repeat of the same class/material.

Sun Ridge shall deliver to City no less than one (1) full set of documentation, manuals, and training materials for the Software. City shall have the right to copy such documents and materials for its own internal use of the Software.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
CAD/Dispatcher	2	2	4	No more than 1 student per workstation/10 students per session max
Officers/Mobile Training	5	2	10	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Property Room	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
IT Go Live Prep	1	1	1	TBD
Admin Review	1	1	1	TBD

In addition, training includes 16 hours of refresher training, conducted remotely, typically scheduled 3 – 6 months post go live.

Section 10 - Go Live Support

Three (3) Sun Ridge staff will be on site on the day of and the day after go live. Staff will be on site to answer questions and to address any system problems.

Section 11 – Data Conversion

Data conversion does not include establishing access between RIMS and the current TriTech/Central Square data. The City will obtain the full data set in SQL format from TriTech/Central Square and restore that data to the RIMS server. Sun Ridge will require two sets of data, one at the initial onset of the project and a second just prior to RIMS go live.

Once Sun Ridge receives access to the data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. Please note that not all data may be available or suitable for conversion. As part of Sun Ridge’s standard data conversion, we **attempt** to

convert the following items. The following items are part of Sun Ridge's standard data conversion:

People:

- Person Name (including combining duplicates based on 6-way match)
- DOB
- Contact Information
- Description
- Identification Numbers
- Officer Safety Notifications
- Log Entries for Connections to Cases
- Log Entries for Citations
- Log Entries for Field Contacts
- Person Photos (if stored in the RMS and NOT a separate database or system).

Arrests:

- Arrestee
- Date/Time
- Charges
- Counts
- Offense Level
- Disposition
- Booked/Cited Out.
- Arresting Officer ID
- Booking #

Vehicles:

- License (including combining duplicates based on 2-way match)
- License
- State
- Make
- Model
- Year
- Color
- Type
- Log Entries for Connections to Case
- Log Entries for Field Contacts
- Log Entries for Citations.

Cases:

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Officer ID
- Persons
- Vehicles

- Narratives
- Supplements.
- Attachments to cases to include the following file types: .doc (no imbedded photos), .pdf., .jpeg.

Accident Reports (if stored in Central Square):

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Persons
- Vehicles
- Narrative
- Supplements
- CHP 555 Form and Diagram as .pdf files as part of attachments process.

Warrants (if applicable):

- Person Name
- Warrant #
- Warrant Date
- Type
- Felony/Misdemeanor
- Reason
- Court
- Judge
- Case #
- Cite
- Docket
- Ref #
- Agency
- Charges
- Comment
- Bail Amount
- Served Date
- Returned Date
- Returned Reason
- Recalled Date
- Recalled Reason.

Property in Cases:

- Category
- Article
- Status
- Description
- Brand
- Model
- Item #
- Property Code
- Locations

- Value-stolen
- Recovered
- Damage
- Officer.

Premises:

- Common Place Name
- Address
- Contact Person
- Contract Phone Number
- Alarm.

Streets (if electronic street file is available):

- Street Name
- Intersections (with block ranges).

Officer:

- Name
- ID

Users:

- Name
- ID

Conversion of CAD data and third-party Property Room is not included.

Attachments stored in separate databases are not included.

Data conversion is an iterative process and requires the City to review converted data as soon as it is loaded and report any errors found to Sun Ridge. The City must identify at least two people to be part of a data conversion review team. This data conversion review team shall promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to Sun Ridge in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask the data conversion review team to review the data again. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide the City. Sun Ridge staff are NOT responsible for reviewing or identifying errors in the converted data. They are responsible for facilitating the process with your staff. If during the course of data conversion Sun Ridge staff becomes aware of any error or defect in the data conversion process or the data itself, Sun Ridge staff will notify the City data conversion review team of such errors or defects and, if possible, will correct the identified error and reload it onto the City system.

In addition to the continued review of the data for the duration of the project via phone and remote access, there is one (1) day of on-site data conversion sessions with the Sun Ridge trainer and your staff prior to system cutover.

Our data conversion specialist will work with your technical staff to determine:

- 1) The best format with which to provide the extracted data to the conversion specialist
- 2) The best method for transferring that data to the conversion engineer; and,
- 3) The timing for the final extract, conversion, and load of data for go live.

The City is responsible for the following:

- Coordinate and schedule resources of the City to include IT staff and TriTech/Central Square

Section 12 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the City to include IT staff
- Identify RIMS Administrators
- Identify Data Conversion Review team (can be the same as RIMS Administrators)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Complete, submit and gain approval of updated DOJ CLETS application
- Coordinate testing of the CLETS Message Switch
- Complete CIBRS re-certification (if required by DOJ)
- Contact third party vendors, and any other required third-parties, and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the City's staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The City will allow unattended remote access (during implementation) to Sun Ridge allowing the use of Bomgar by BeyondTrust remote access software so that Sun Ridge may meet its responsibilities under this Agreement

- Purchase a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256 for Property Room
- The City will provide the following hardware meeting the following minimum specifications:
 - **Database Software:** Microsoft SQL Server software (Standard Edition) required to run the RIMS database.
 - **Servers:** RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V, and others. You will need one database server and one application server. The application server does not require as much disk or RAM as the database server.
 - **Monitor Resolution: 1920 x 1080**

- **Minimum Specifications (If using existing PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2016+
2+ Ghz Processor / i5+	Microsoft SQL Server 2016+
8 GB+ RAM	Intel 2 GHz+ Processor
Any Size Disk Space	16 GB+ RAM
	3x Current System Database Size for Conversion

- **Minimum Specifications (If purchasing new PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2022+
i7/i9 Processor	Microsoft SQL Server 2022+
16 GB+ RAM	i7, Xeon, or AMD Equivalent Processor
Any Size Disk Space	32 GB+ RAM
	3x Current System Database Size for Conversion

- **Mobile Computer Specifications:** RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications:
 - **Recommended Specifications (If purchasing new Laptops/Tablets)**

Laptops / Tablets
Microsoft Windows 10+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the City).

- **Phone and Tablet Devices:** The City must provide connectivity from the Phone or Tablet via the internet back to the City to reach the Application Server. The City must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or Net-Motion-type product that these devices support.

Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

- **FBI CJIS Requirements:** All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the Sun Ridge Systems products, or the City can use its own solution. Sun Ridge only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the City). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge does not provide nor sell. The City is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.
- **Property Room Specifications:**
 - Provide a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer
 - Provide a minimum one (1) month supply of Dymo Labels # 30256 for Property Room

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$315,000
RIMS Mobile Computer and Mobile Mapping Software	\$103,000
iRIMS Law iOS/Android App Software	\$29,000
RIMS In Station Mapping Software	\$42,000
RIMS Property Room Bar Coding Software	\$35,000
RIMS Citizen RIMS Public Access Software	\$13,000
RIMS E911 Link Software	\$15,000
RIMS State Link (CLETS) Software	\$19,000
RIMS2Text Paging Link Software	\$7,000
RIMS Collaborate Data Sharing Software	\$14,000
RIMS Officer Training Management (TIMS) Software	\$9,000
RIMS Body Camera Link to AXON Software	\$3,000
RIMS AutoCite Import from Crossroads Software	\$4,000
RIMS AutoCite Import from Data Ticket Parking Software	\$4,000
RIMS Citation Export to Data Ticket Link Software	\$4,000
RIMS to FBI Criminal Justice N-Dex Link Software	\$7,000
RIMS Accident Import from Crossroads Software	\$2,000
RIMS False Alarm Link to PMAM Corporation Software	\$5,000
RIMS Eventide CAD Recorder Integration Software	\$3,500
RIMS Flock Vehicle Alert Integration Software	\$4,000
RIMS to Mindbase Link Software	\$4,000
RIMS DA Link to San Bernardino County DA	\$12,000
Worth Data Bar Coding Equipment	\$1,700
Data Conversion Services (See Data Conversion note)	\$60,000
RIMS Installation Costs	\$44,700
RIMS Project and Training Costs (Training Note)	\$139,930
Annual Support and Updates – Year 1	\$98,025
Annual Support and Updates – Year 2	\$100,966
Annual Support and Updates – Year 3	\$103,995
Annual Support and Updates – Year 4	\$107,115
Annual Support and Updates – Year 5	\$110,329
CA Sales Tax	\$134
TOTAL CONTRACT AMOUNT	\$1,420,393

Exhibit C – Support Services

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. (“SRS”) to the City of Upland (“Licensee”) as part of a Software Support Services Agreement (“Agreement”). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of system cutover of the first RIMS product in production use.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (“common holidays”).

However, for instances where the Licensee’s system is completely inoperable due to an SRS software problem (“critical problems”) preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:
 - RIMS is down/not responding on multiple workstations
 - Cannot create a call for service (CAD Incident)
 - Cannot issue a case number
 - Unable to access NCIC
 - Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

 - Verified that the issue is not related to just 1 workstation
 - Restarted the workstation in question
 - Contacted in-house IT support if the issue is related to network or server errors
 - Verified the issue is critical enough that it cannot wait until normal support hours
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call or email.
 - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem and the urgency reported by Licensee.

- For critical problems, SRS personnel will work with Licensee until the situation is resolved.
- For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee, SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
- For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.

4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Term.** The term of the support period shall be one year from the date of system cutover and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within sixty (60) days shall be cause for terminating or suspending support services at the discretion of SRS.
6. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
7. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is determined that the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee's server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's then current rate and under terms and conditions that SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including, but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether an application software in nature.

Exhibit D – Insurance Requirements

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

a. Additional Insured

The City of Upland, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Sun Ridge's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

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

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

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

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

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

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

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

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

c. Automobile Liability

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

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

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

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

d. Workers' Compensation/Employer's Liability

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

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

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement Sun Ridge shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form
Sun Ridge Systems, Inc. – City of Upland *Page 29*

and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Sun Ridge. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement Sun Ridge shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

g. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per occurrence and aggregate

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

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

h. Evidence Required

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

i. Policy Provisions Required

(i) Sun Ridge shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Sun Ridge shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Sun Ridge shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers

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

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

k. Additional Insurance Provisions

(i) Except as set forth in Section 8(d) of the Agreement, the foregoing requirements as to the types and limits of insurance coverage to be maintained by Sun Ridge, and any approval of said insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Sun Ridge pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

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

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

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

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