



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 02, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

39 December 2, 2025

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF SOLE SOURCE CONTRACT FOR
eRESERVATION SOFTWARE AS A SERVICE SOLUTION
AND SUBSCRIPTION SERVICES WITH ACTIVE NETWORK, LLC
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to execute a sole source contract for eReservation Software as a Service Solution and subscription services with Active Network, LLC for online reservations made by the public to use County facilities and amenities and to participate in County-sponsored programs and activities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Delegate authority to the Director of Parks and Recreation, or her designee, to execute a sole source contract with Active Network, LLC, with concurrence from the Department of Beaches and Harbors, to provide an electronic reservations and registrations system for public use, for an initial term of two years, with an additional one-year extension option, and an additional month-to-month extension option for up to six months, if needed, for a total contract term of three years and six months, for a maximum Contract Sum of \$573,720.

3. Delegate authority to the Director of Parks and Recreation, or her designee, to exercise an additional one-year extension option and if needed, an additional month-to-month extension option for up to six months, at her sole discretion, upon approval as to form by County Counsel, if, in her opinion, the Contractor has effectively performed the services during the previous contract period and the services are still required; and to approve and execute amendments to incorporate necessary changes within the statement of work, including, removing the Department of Beaches and Harbor, and adding new and/or modifying existing services, including, but not limited to, any unforeseen increases in services, updates to system or process requirements/functionalities, and additional interfaces or equipment, as needed; and to add, delete, and/or change certain terms and conditions as required under Federal or State law or regulation, County policy and/or the Board of Supervisors; and to assign rights or delegation of duties should the contracting entity merge, be acquired or otherwise change entity; and to suspend or terminate the Contract at the Director's sole discretion, if it is in the best interest of the County of Los Angeles to do so, pursuant to the terms and conditions of the Contract.

4. Delegate authority to the Director of Parks and Recreation, or her designee, to increase the annual Contract Sum by up to twenty percent of the total maximum annual Contract Sum, during the Contract term, including the additional option periods, to allow for adding new and/or modifying existing services, including, but not limited to, any unforeseen increases in services, updates to system or process requirements/functionalities, and additional interfaces or equipment at the rates mutually agreed upon by the Department of Parks and Recreation and Active Network, LLC.

5. Delegate authority to the Director of Parks and Recreation, or her designee, to decrease the Contract Sum, during the Contract term, including any renewal option period, as necessary to reflect unforeseen reductions in services and/or budget reductions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Electronic Reservations and Registrations System (eRES) provided by Active Network, LLC (ActiveNet) is essential to the County of Los Angeles (County), which provides access to public patrons to make online reservations for many of the County's available amenities, such as camp/recreational vehicle sites, pools, picnic shelters, and beach sites; and to register for the many outdoor and indoor County-sponsored activities and programs, as well as the ability to pay for these amenities, services, and activities online with credit cards, debit cards, and electronic checks.

On June 11, 2019, your Board of Supervisors (Board) approved a contract with ActiveNet for the eReservation Software Solution and Implementation Services based on a solicitation conducted by Internal Services Department (ISD), in collaboration with the Department of Parks and Recreation (LA County Parks) and the Department of Beaches and Harbors (DBH). This new system replaced the Los Angeles County Activities Reservation and Registration System (LACARRS). The new eRES system was intended to be an enterprise-wide Software as a Services (SaaS) solution for use by multiple County departments, instead the Department of Parks and Recreation (LA County Parks) and the Department of Beaches and Harbors (DBH) remained the only two County Departments utilizing the system throughout the term of the contract, as no other departments signed up to utilize the system. Due to the eRES system not becoming the Countywide enterprise solution as initially intended, ISD removed itself from leading the solicitation and administration of a new contract and has transferred the responsibility of the process to LA County Parks working in collaboration with DBH, once the existing contract expires on December 10, 2025. LA County Parks took the lead in negotiating the proposed new sole source contract with ActiveNet and will be responsible for the administration of the contract as well.

The approval of the recommended actions will allow LA County Parks and DBH to provide uninterrupted access to thousands of County users (County staff and public) who utilize the system for online reservations and payments to reserve County facilities, access amenities, and participate in County-sponsored programs and activities. Maintaining continuity with the current eRES system will provide sustained revenue to the County, and preserve access to County user data, profiles, County facility listings, use fees and events, avoiding disruptions to County users and County operations, resulting in cost savings to the County. Furthermore, the ongoing collaboration between LA County Parks, DBH and ActiveNet has progressed to the development of a mobile application, which will expand accessibility, streamline facility reservations and transactions, and promote engagement with County-sponsored events.

The recommended actions will also allow the County to conduct a workflow analysis of the ActiveNet system, to maximize the capabilities by incorporating its full range of functions into our daily operations. During the recommended term of the Contract, the County will prioritize providing ActiveNet system user training to the public, in order to enhance the overall customer experience. The user training will be provided in multiple languages, both online and in-person throughout LA County. Training topics will include, but not limited to, ActiveNet account registration, reservation for facility rental and registration for program participation.

Implementation of Strategic Plan Goals

The proposed sole source contract will promote and uphold the County of Los Angeles's (County) approved Strategic Plan Goals of fostering vibrant and resilient communities by focusing on community connections that invest in communities and create public spaces and programs that are welcoming, accessible and where all residents can build relationships, create social networks, feel connected, and can access opportunities (North Star 2.F); encouraging community participation in government efforts and initiatives (North Star 2.F.ii). The proposed sole source contract also promotes County approved Strategic Plan Goals of realizing tomorrow's government today by providing increase transparency and accessibility to government services and communication, including information that is easy to understand and available in multiple languages and formats (North Star 3.A); and focusing on flexible and efficient technological infrastructure to meet the needs out our constituents by investing in equitable access to the internet, technology and digital resources (North Star 3.F.iii).

FISCAL IMPACT/FINANCING

The annual contract amount for subscription services is \$136,600, which will be shared by LA County Parks (80%) and DBH (20%) based on a percentage of usage. An optional cost of \$18,000 for the term of the contract will be utilized for any additional work needed and approved on an as-needed basis by LA County Parks and/or DBH, which will be billed at a fixed hourly rate of \$175 as outlined in the Transactional Software Fee Schedule in the Contract.

ActiveNet charges a service fee for transactions paid by credit card, debit card and electronic checks. The service fee for credit card/debit card payment is three percent (3%) per transaction and half a percent (0.5%) for electronic checks per transaction. These percentages are applicable to the total amount of the transaction. The service fee rates will remain the same for the entire Contract term and will not increase, including the extension options.

OPERATING BUDGET IMPACT

During the initial term of the Contract and based on the agreed-upon usage percentages, the subscription services cost for LA County Parks is \$109,280 and for DBH is \$27,320.

Both LA County Parks' and DBH's Fiscal Year (FY) 2025-26 Operating Budgets have sufficient funds for the ActiveNet subscription services. Each Department will be responsible for the cost of additional as-needed work as requested by that Department.

In the event that DBH exercises its option to terminate the subscriptions services after the initial term of the Contract, LA County Parks' Operating Budget will have sufficient funds for the full amount of the subscription services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This sole source contract for the continued use of the eRES system is not a Proposition A contract because the contracted services are of an extraordinary professional or technical nature and are not subject to the Living Wage Program (County Code Chapter 2.121).

The Sole Source Contract, Attachment I, contains terms and conditions supporting your Board ordinances, policies, and programs, including, but not limited to: all mandatory County contracting provisions, including Consideration of Hiring Greater Avenues for Independence (GAIN) and Skills and Training to Achieve Readiness for Tomorrow (START) Program; the Contractor Employee Jury Service Program; the Defaulted Property Tax Reduction Program Ordinance; Notice to Contractor Employees of Safely Surrendered Baby Law; Compliance with County's Zero Tolerance Policy on Human Trafficking; Compliance with Fair Chance Employment Practices; and the Compliance with the County Policy of Equity. The Sole Source Contract is in compliance with all Board and the Chief Executive Office (CEO) requirements. The CEO's Risk Management Office has approved and ActiveNet has agreed to provide the insurance coverages, indemnification and liability provisions, including, professional liability-errors and omissions, crime coverage, technology errors and omissions, and cyber liability, which are included in the Sole Source Contract.

In compliance with Board Policy 6.020, the Office of the Chief Information Officer (OCIO) reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The recommended actions to delegate authority to the Director to enter into a new sole source contract with ActiveNet for eRES and subscription services are administrative activities of government, which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

To comply with Board Policy 5.100, Sole Source Contracts, on October 1, 2025, the Director of LA County Parks sent the Board a Notification of Intent to Negotiate a New Sole Source Agreement with ActiveNet, where LA County Parks and DBH provided notification of their intent to enter into

negotiations for a new Board-approved sole source contract with ActiveNet (Attachment III). The Sole Source Checklist is attached to this letter (Attachment IV).

During the term of the proposed sole source contract, LA County Parks will conduct a comprehensive workflow analysis of the ActiveNet system to evaluate its system functionalities, performance and efficiencies. The results of this analysis will determine whether entering into a long-term agreement with ActiveNet is in the County's best interest or if a competitive solicitation should be pursued.

DBH plans to conduct its own solicitation for a new eRES system after the initial two-year Contract term. DBH will execute a Memorandum of Understanding (MOU) with LA County Parks for the option to terminate their ActiveNet subscription services, including their payment of the 20% share of the ActiveNet subscription cost.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions is essential to ensure continuity of services and avoid adverse financial and operational impacts to the County. Maintaining the current system with ActiveNet will preserve existing efficiencies, avoid additional costs, and support uninterrupted public service delivery. There are no anticipated impacts to the current County services and/or projects associated with the proposed actions.

CONCLUSION

Please instruct the Executive Officer of the Board to forward three adopted copies of the action taken by the Board to LA County Parks.

Should you have any questions please contact, Ms. A'lana White 626) 588-5260 or via email at awhite2@parks.lacounty.gov, or Mr. Ruben Lopez at (626) 588-5300 or via email at rlopez@parks.lacounty.gov, or Ms. Johanna Hernandez at (626) 588-5370 or via email at bjl@parks.lacounty.gov.

The Honorable Board of Supervisors

12/2/2025

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Respectfully submitted,

A handwritten signature in cursive script, reading "Norma E. Garcia-Gonzalez".

Norma E. Garcia-Gonzalez

Director

NEGG:AB:MRRL:AW:MG:rc

Enclosures

c: Chief Executive Officer
Chief Information Officer
County Counsel
Executive Officer, Board of Supervisors
Beaches and Harbors
LA County Parks



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ACTIVE NETWORK, LLC

**FOR eRESERVATION SOFTWARE AS A SOLUTION AND
SUBSCRIPTION SERVICES**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1-IT** Contractor Acknowledgement and Confidentiality Agreement
 - F2-IT** Contractor Employee Acknowledgment and Confidentiality Agreement
 - F3-IT** Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- G** Intentionally Omitted

UNIQUE EXHIBITS

- H** Intentionally Omitted
- I** Functional and Technical Requirements
- J** Contribution and Agent Declaration Form
- K** Information Security and Privacy Requirements
- L** Compliance with Encryption Requirements Form
- M** Third Party Products
- N** Digital Accessibility Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
ACTIVE NETWORK, LLC
FOR
eRESERVATION SOFTWARE AS A SOLUTION AND SUBSCRIPTION
SERVICES**

This Contract ("Contract") made and entered into on this ____ day of _____, 2025 by and between the County of Los Angeles, hereinafter referred to as "County" and Active Network, LLC, hereinafter referred to as "Contractor". Active Network, LLC is located at 717 North Harwood Street, Suite 2500, Dallas, TX 75201.

RECITALS

WHEREAS, the County may contract with private businesses for Software as a Service (SaaS) solution when certain requirements are met; and

WHEREAS, this Contract (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise; and

WHEREAS, the Contractor is a private firm specializing in providing online reservation system services including training, support, hosting, operations, maintenance, and related services and has a SaaS solution to offer known as ACTIVE Net; and

WHEREAS, the parties seek to create a contractual framework under which County will access and use the eRESERVATION Solution as well as acquire related Subscription Services in connection therewith, in each case, from Contractor; and

WHEREAS, the Board of Supervisors has authorized the Director of the County of Los Angeles Department of Parks and Recreation (LA County Parks) or designee to administer this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A through N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable,

goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
Exhibit I	Functional and Technical Requirements
Exhibit J	Contribution and Agent Declaration Form
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Compliance with Encryption Requirements Form
Exhibit M	Third Party Products
Exhibit N	Digital Accessibility Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

1.2 Interpretation. In construing the terms of this Contract, the following rules shall apply:

1.2.1 Unless otherwise expressly noted, references in this base Contract to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Contract.

1.2.2 Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural

except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in questions. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

- 1.2.3 References in this Contract to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Contract, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.
- 1.2.4 Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of County under this Contract, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Associations: Any entity formed to administer and promote the use of credit/debit cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated.

Association Rules: The bylaws, rules and regulations of the Associations, as they exist from time to time.

Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

Business Day: Monday through Friday, except County holidays. Normal County business hours (which for the initial County departments are 7:00 a.m. to 6:00 p.m. Pacific Time), excluding County observed holidays.

Compatible: The operating software that is capable of supporting, operating, and otherwise performing all anticipated functions of such operating software, as the case may be, when used in conjunction with the Software, including any Updates thereto.

Confidential Information: As defined in Subparagraph 7.6.4.

Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

Contractor's Project Manager: The person designated by the Contractor to administer the Contract operations under this Contract.

County: As defined in the preamble to the Contract.

County Code: The Los Angeles County Code, as amended from time to time.

County's Contract Analyst: The person designated by the County to manage and facilitate the administrative functions of the Contract.

County's Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

County's Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

County Steering Committee: County's Steering Committee for the eReservation Solution and Subscription Services project, as appointed by County from time to time.

County's Processing Vendor: The vendor with which County contracts from time to time to provide credit and debit card payment processing services.

Credit/Debit Cards: The plastic card or other evidence of credit or debit account and account number, issued by a card issuer to the holder of such card, either of which the eRESERVATION Solution accepts from the holder

of such card as reservation payment to register for a County activity or program or reserve a County facility.

Custom Modifications: The customizations or modifications to the Software and/or any component thereof which are conceived, created and/or developed by Contractor by or on behalf of for the tasks, deliverables, Services or other work required under Exhibit A (Statement of Work). Custom Modifications do not include Updates.

Customer(s): Public user(s), whether persons or entities, of the eRESERVATION (eRES) System.

Day(s): Calendar Day(s) unless otherwise specified.

Department: The County of Los Angeles Department of Parks and Recreation (LA County Parks), which is entering into this Contract on behalf of the County of Los Angeles.

Director: Director of Department of Parks and Recreation.

Deficiency: Defects in design, development, implementation, materials, and/or workmanship; errors; omissions; deviations from published and/or mutually agreed upon standards; deviations from any of the Requirements or Specifications under this Contract; and/or other problems which result in the Services not provided or Software not performing in compliance with the provisions of this Contract, as set forth in Exhibit A (Statement of Work).

Deliverables: Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in Exhibit A (Statement of Work); in any other exhibit, attachment, or schedule; and/or in any scope of work, or any document associated with the foregoing.

Documentation: All written and electronic publications relating to the Software, such as reference, user, installation, systems administrator and technical guides or manuals, from time to time delivered or otherwise made available to County by or on behalf of Contractor.

Dollars; \$: Dollars of the United States of America.

eRESERVATION, eRES or eRES System: Electronic Reservations and Registrations System that is provided as part of the eRES Solution, and Solution and includes the Software.

eRESERVATION Solution or eRES Solution: The SaaS solution required to be provided by Contractor to County pursuant to this Contract, which includes but is not limited to, the eRES System, the Software, Subscription Services and Subscription Services.

Export Laws: Export control laws and regulations of the countries and/or territories in which Contractor operates or in which the eRES Solution are used, accessed, or from which the eRES Solution are provided.

Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

Fixed Hourly Rate: For Contractor's personnel, the fully burdened hourly or daily rate set forth in Exhibit B (Pricing Schedule), which rate includes an allocated average of direct and indirect costs, overhead, administrative expenses, any and all out-of-pocket expenses and any other incidental expenses attributable to each personnel hour worked for the Fixed Labor Rate.

Interfaces: The software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs or computer program modules which are conceived, created and/or developed by or on behalf of Contractor for the services or other work required under Exhibit A (Statement of Work).

Operations and Maintenance Services: The operations, maintenance, support, hosting, disaster recovery and other services for the eRES Solution described in Operations and Maintenance Services of Exhibit A (Statement of Work).

Out-of-Pocket Expenses: Contractor's reasonable and necessary expenditures for Contractor's staff transportation, meals, and lodging not to exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the County Code.

Production Use: Use of the Software for the eRES Solution by County users as contemplated by this Contract in County's production environment to perform County's business operations. Production Use also includes use of the public facing aspects of the Software by Customers to register for a County activity or program or reserve a County facility.

Requirements: County's functional, technical, service/performance level and/or business requirements for the Software and Services set forth in this Contract, including the Exhibits.

SaaS: Software as a Service.

Security Guidelines: Collectively, all applicable County information technology and information technology security policies included in Chapter 6 of County's Policy Manual, which can be accessed at:

[https://library.municode.com/ca/la_county -
_bos/codes/board_policy?nodeId=LOS_ANGELES_COBOS
UPOMA](https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=LOS_ANGELES_COBOS_UPOMA)

Services: All services required to be provided in this Contract by Contractor, including but not limited to, the Subscription Services, Training Services, Subscription Services that includes Operations and Maintenance Services and Hosting Services, services included in Additional Work, and other services from time to time provided by Contractor pursuant to this Contract, including as set forth in the Exhibits.

Software: Any and all computer programs conceived, created and/or developed by or on behalf of Contractor for the eRES System being delivered as part of the eRES Solution and other work required under Exhibit A (Statement of Work). Software includes the computer programs described in Exhibit A (Statement of Work) and elsewhere in this Contract and includes all required Updates and new version releases.

Specifications: The specifications for the Software and the Services as set forth in (a) this Contract, including the Exhibits, and (b) the Documentation, including product specifications which describe design, functionality, features, capacity, availability, accuracy and/or any other performance or other criteria of the Software and/or the Services.

Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

Subscription Services: Includes Operations and Maintenance Services, Hosting Services and all appropriate licensing for the eRES Solution.

Taxes: Any and all present or future taxes, levies, customs duties, deductions, charges or withholdings, and all liabilities (including penalties, additions to tax, interest and expenses) with respect thereto, including value added tax, sales tax, consumption tax and similar taxes or duties as well as

any city, municipal, state or corporate taxes or any withholding taxes, whether currently imposed or to be imposed in the future.

Third Party EULA: The end user license agreement, if any, that accompanies the Third-Party Products, which governs the use of or access by County to the applicable Third-Party Products.

Third Party Products: Those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third-Party Products.

Training Services: The provision by Contractor of technical personnel to train County's representatives in all aspects of using the Software as contemplated by this Contract, as such Training Services are further described in Exhibit A (Statement of Work).

Updates: The updates, upgrades, fixes, enhancements, patches, modifications, improvements to functionality or revisions of the Software or Documentation provided by Contractor under Operations and Maintenance Services. Updates include modifications to the Software necessary to enable Custom Modifications to operate with the Software following installation of an Update but do not include the Custom Modifications themselves.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.
- 3.3** Provided County is paying the applicable services and products in accordance with this Contract, Contractor shall provide Operations and Maintenance Services for the Software commencing on the Contract execution and continuing until the expiration or termination of this Contract.

3.4 Approval of Work; Acceptance Generally

Subject to Subparagraph 3.5 – Acceptance of Software and Subscription Services, upon completion of particular services and other work, provided under Exhibit A (Statement of Work), Contractor shall provide documentation reasonably

requested by County, for County Project Director's written approval and acceptance of such work ("Acceptance"). All services and other work must be approved in writing by County Project Director and have Acceptance by County. In no event shall County be liable or responsible for payment respecting a particular service or related work prior to Acceptance of such service or work by County.

3.5 Acceptance of Software and Subscription Services

- 3.5.1 Without limiting the generality of Subparagraph 3.4 (Approval of Work; Acceptance Generally), Contractor shall achieve Acceptance with to the Software and the Subscription Services upon occurrence of all of the following: (a) Contractor has successfully delivered the Software and the Subscription Services and County Project Director has verified such successful completion and delivery; (b) the Software and the Subscription Services have successfully completed all applicable Acceptance Tests and County Project Director has verified such successful completion; (c) all components of the Software and the Subscription Services have performed as required under Exhibit A (Statement of Work); (d) Contractor has completed and delivered to County Project Director, and County Project Director has countersigned all other deliverables listed in Exhibit A (Statement of Work).
- 3.5.2 If, at any time during Acceptance Testing, Director of LA County Parks or designee makes a good faith determination that one or more components of the Software and/or the Subscription Services have not successfully completed the Acceptance Tests, County shall promptly notify Contractor in writing of such failure, specifying in reasonable detail the reasons for such failure. Contractor shall immediately commence such necessary corrections and repairs to the component(s) Software and the Implementation Services to permit such Software and Subscription Services to be ready for retesting. Contractor shall notify County when such corrections and repairs have been completed and County, at its election, shall engage in further Acceptance Testing.
- 3.5.3 If, following the retesting, Director of LA County Parks or designee makes a good faith determination that one or more components of the Software and/or the Subscription Services continues to fail to successfully complete one or more Acceptance Tests, County shall promptly notify Contractor in writing of County's election to either (a) permit Contractor to repeat the correction and repair process or (b) terminate this Contract with respect to the component(s) of the Software and/or Subscription Services which have

not successfully completed the Acceptance Tests or the Software and Subscription Services as a whole.

- 3.5.4 If County elects to terminate this Contract, Contractor shall refund County one hundred percent (100%) of the fees previously paid to Contractor under this Contract with respect to the affected component(s) of Software and/or Subscription Services within fifteen (15) days from the date on which County notifies Contractor of such termination. County shall thereafter owe Contractor no further obligations under this Contract with respect to such affected component(s) of Software and/or Subscription Services.

3.6 Delivery of Goods

All Software and Documentation, Updates provided under Operations and Maintenance Services, Interfaces, and any additional software components, if any, shall be delivered in electronic format to the test environment provided by Contractor under Exhibit A (Statement of Work). After Acceptance, all Software shall be available for Production Use from within Contractor's hosted environment and maintained by Contractor under Operations and Maintenance Services. All Documentation will be made available to County as required under this Contract only in electronic format.

3.7 Unauthorized/Unapproved Work

If Contractor provides any services or other work, other than as specified in this Contract, including in Exhibit A (Statement of Work), or if Contractor provides items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County. Further, County reserves the right to reject any work not approved by County pursuant to Subparagraph 3.4 (Approval of Work; Acceptance Generally).

3.8 Holdbacks

Upon Contractor's completion and County's Acceptance of each deliverable as set forth in Exhibit A (Statement of Work), eighty percent (80%) of the amount due and payable for such deliverable will be made by County for the deliverable. The remaining twenty percent (20%) of the payment associated with such deliverables (each a "Holdback") cumulatively for all deliverables will be retained by County and the Holdback amounts for all deliverables will be payable upon Acceptance of Software and Subscription Services pursuant to Subparagraph 3.5 (Acceptance of Software and Subscription Services) as applicable. To account for such Holdback amounts, Contractor will only invoice County for eighty percent (80%) of the

amount due and payable for each deliverable met.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be two (2) years commencing upon execution by the Director or their designee after approval by the County's Board or on December 11, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to one additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor must notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

1.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, products, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

1.2.1 The Department may increase the total contract amount by up to 20%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 General

Exhibit B (Pricing Schedule) sets forth the "Contract Sum" under this Contract, which is the total monetary amount payable by County to Contractor in accordance

with the terms of this Contract for supplying all services and other work, including the eRES Solution, Software, and Subscription Services. Exhibit B (Pricing Schedule) additionally sets forth the pricing available to County during the term of this Contract for services, including Subscription Services, provided in Exhibit A (Statement of Work). Notwithstanding any provision of this Subparagraph 5.2, Contractor shall fully perform and complete all work required of Contractor by this Contract in exchange for the amounts to be paid by Contractor as set forth in this Contract.

5.3 Operations and Maintenance Fees

Exhibit B (Pricing Schedule) identifies the aggregate amount available under this Contract to pay Operations and Maintenance Fees for the Subscription Services. Such amount is included in the Contract Sum referenced in Subparagraph 5.1 (General). Provided Contractor is performing the applicable Operations and Maintenance Services, County's obligation to pay the Operations and Maintenance Fees shall commence following Acceptance of Software and Subscription Services provided for in Subparagraph 3.5 shall continue until the expiration or termination of this Contract. The Operations and Maintenance Fees shall be invoiced by Contractor, and are payable by County, monthly, in arrears. The aggregate Operations and Maintenance Fees are the maximum amount payable to Contractor for its performance of all of the Operations and Maintenance Services.

5.4 Additional Work and Out-of-Pocket Expenses

Additional new work and/or services may be provided by Contractor to County upon County's request and approval ("Additional Work") in accordance with the requirements of this Contract. Unless otherwise specified in this Contract, provided Contractor is performing the applicable Additional Work, Contractor's fees for Additional Work and Out-of-Pocket Expenses incurred in order to perform such Additional Work shall be invoiced by Contractor at the Fixed Hourly Rate set forth in Exhibit B (Pricing Schedule), and payable by County, in accordance with this Contract. Out-of-Pocket Expenses are only allowed under this Contract as part of the "not-to-exceed" price for Additional Work.

5.5 Taxes

County is responsible for and agrees to pay any and all Taxes. If County is tax-exempt, County will send Contractor a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. County is solely responsible for determining which, if any, Taxes apply to County's use of the products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Contractor

provides County with tools that assist County in doing so. In the event that a governmental authority requires Contractor to pay any Taxes attributable to County's use of the products, County agrees to defend, indemnify, and hold Contractor harmless from all such Taxes and all costs and expenses related thereto.

5.6 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.7 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.8 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.9 Invoices and Payments

5.9.1 The Contractor must invoice the County only for providing the tasks, deliverables, products, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.9.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the

County does not approve work in writing no payment will be due to the Contractor for that work.

5.9.3 The Contractor must submit the annual invoices to the County for the services and products.

5.9.4 All invoices under this Contract must be submitted via email to the County's Project Manager as specified in Exhibit D (County's Administration).

5.9.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.9.6 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.9.7 County shall be entitled to credits in the following cases:

A. For each and every occasion upon which a deliverable identified in Exhibit A (Statement of Work) has not been completed by Contractor by the date set forth for completion of said deliverable ("Due Date") in the Project Plan as revised from time to time in accordance with the terms of this Contract, County shall receive a credit against any or all amounts payable by County to Contractor pursuant to this Contract, in the amount of one thousand Dollars (\$1000.00) for each Day following the Due Date the deliverable is not completed. Such credits may be applied, at the discretion of the Director of LA County Parks or designee, to any amounts payable by County to Contractor, whether under this Contract or otherwise. Notwithstanding the foregoing, and provided that County has not terminated this Contract as provided hereunder, if any deliverable is not completed by the Due Date, resulting in any of the above credits, but such deliverable is thereafter completed by the date of the milestone, if applicable to which such deliverable pertains, and if all other Deliverables required for the completion of such milestone are completed by date required therefor under the Project Plan, then from

and after the date such milestone is completed the foregoing credits shall be reversed and shall no longer be deemed to apply as to any such Deliverable. A Deliverable shall be deemed completed on the earliest date that all of the work required for the completion of such Deliverable is completed, delivered to County and Accepted pursuant to the applicable of Subparagraphs 3.5 and 3.6 of this Contract, without the need for County Project Director to request corrective action for such Deliverable. The determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such deliverable was completed, shall be made by County Project Director as soon as practicable after County is informed by Contractor that such deliverable has been completed and is given all the necessary information, data and Documentation to verify such completion. To the extent that the completion of a deliverable has not been met by the Due Date due to (i) an excusable delay within the meaning of Subparagraph 8.20 – Force Majeure, as determined in the sole judgment of County Project Director, or (ii) County delay for which a Notice of Delay has been issued under Subparagraph 8.30 – Notice of Delay, County shall not be entitled to credits under this Subparagraph 5.8.9(A). The credits contained herein shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract. This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

- B. In addition, County shall be entitled to receive the Service Credits for Deficiencies in Operations and Maintenance Services under and as described in Exhibit A (Statement of Work). Such Service Credits may be applied, at the discretion of the Director of LA County Parks or designee, to any amounts payable by County to Contractor, whether under this Contract or otherwise. To the extent that a Deficiency in Operations and Maintenance Services has not been remedied in accordance with Exhibit A (Statement of Work) due to (i) an excusable delay within the meaning of Subparagraph 8.20 – Force Majeure, as determined in the sole judgment of County Project Director, or (ii) County delay for which a Notice of Delay has been issued under Subparagraph 8.30 – Notice of Delay, County shall not be entitled to credits under this Subparagraph 5.8.9(B).

- 5.9.10 In addition to any rights of County provided in this Contract, or at law or in equity, County may, upon notice to Contractor, withhold payment for any services or other work while Contractor is in default hereunder.

5.10 Intentionally Omitted

5.11 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.11.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.11.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.11.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.11.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 2.1.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 2.2.1** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 3.1.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 3.2.1** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

6.6 County's Steering Committee

The County Steering Committee is responsible for reviewing the direction and objectives of this Contract, including approving, in writing and in advance, Additional Work under Subparagraph 3.4 (Approval of Work; Acceptance Generally).

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.
- 7.2.3 Contractor Project Manager shall be responsible for preparing and delivering to County Project Director and Project Manager written status reports described in Exhibit A (Statement of Work), which shall be prepared and delivered as frequently as required by the applicable of Exhibit A (Statement of Work) and shall address at least the following:
 - A. Period covered by the report.
 - B. Summary of project status as of reporting date.
 - C. Tasks, subservices and other work scheduled for the reporting period, which were not completed.
 - D. Tasks, subservices and other work for the reporting period, which were completed.
 - E. Tasks, subservices and other work completed in the reporting period, which were not scheduled.
 - F. Tasks, subservices and other work to be completed in the next reporting period.
 - G. Issues to be resolved.
 - H. A list of outstanding issues and draft documents and a current status of those documents.
 - I. Any other information reasonably requested by County Project Director.

7.3 Approval of Contractor's Staff

- 7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including the Contractor's Project Manager.

- 7.3.2 In fulfillment of its responsibilities under this Contract, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology and work required under this Contract. Contractor shall promptly fill any staff vacancy with staff having qualifications at least equivalent to those of the vacating staff.
- 7.3.3 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner and in accordance with the terms of this Contract.
- 7.3.4 All of Contractor's staff performing work under this Contract shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All of Contractor's staff who have direct contact with County (either by phone or written correspondence) shall be fully fluent in both spoken and written English.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.4.1 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 These terms will also apply to subcontractors of County contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved

by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall maintain the confidentiality of (a) all of County's records and information, including County Materials, and (b) all records, data and other information pertaining to any person or entity using the public facing aspects of the Software to register for a County program or activity or reserve a County facility (collectively, "Customer Data"), to which Contractor and/or its employees or other agents have access during the course of performance of work hereunder and events or circumstances which occur during the course of such performance (collectively "Confidential Information"), in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, policies, procedures and directives relating to confidentiality and information security, including California Civil Code Section 1798.82, the Security Guidelines and County's policies concerning information technology security and the protection of confidential records and information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Confidential Information in its possession, custody and/or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County Project Director.

7.6.5 Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in County's computer systems, or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by County.

- 7.6.6** In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than the persons or entities described in Subparagraph 7.6.6 below) for disclosure of any such Confidential Information, Contractor shall immediately notify County Project Director. Thereafter Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 7.6.7** Contractor shall inform all of its officers, employees, and agents providing work hereunder of the confidentiality provisions of this Contract. Contractor shall provide to County an executed Acknowledgment and Confidentiality Agreement substantially in the form attached hereto as Exhibit F with such changes as are approved in advance by County Project Director, for each of its employees and agents performing work under this Contract. Notwithstanding the foregoing, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses the Confidential Information or provides access to such Confidential Information by virtue of performing work on behalf of Contractor under this Contract.
- 7.6.8** Contractor acknowledges that a breach by Contractor of this Subparagraph 7.6 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Contract, at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Subparagraph 7.6.
- 7.6.9** Notwithstanding any provision to the contrary in this Contract, either party may disclose information about the other party that: (a) is in lawfully in the public domain at the time of disclosure; (b) is disclosed with the prior approval of the party to which such information pertains; or (c) is required by law to be disclosed.
- 7.6.10** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by

counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.11 LA County Parks requires Contractor employee and non-employee signatures.

7.6.12 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT (Contractor Employee Acknowledgment and Confidentiality Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by Director or their designee

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of LA County Parks or designee is required to execute this Amendment.

8.1.3 The Director or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must

be prepared and executed by the Contractor and by the Director of LA County Parks or designee is required to execute this Amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1 Within 30 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.1.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.1.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- 8.5.1.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.1.7 Copies of all written responses must be sent to the County's Project Manager within 10 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a

twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter

becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal

or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable

from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing

coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts and Procurement Division
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the

County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of

subrogation endorsements which may be necessary to effectuate such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged

to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.25.4.2 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.25.4.3 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 5,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25.4.4 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be

included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.5 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$10 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or

in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 1 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Intentionally Omitted

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to

be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director.

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the

right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts and Procurement Division
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.1.1 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

- 8.42.2** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty

(60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under

this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

9.3.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.3.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.3.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST)

Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit K (Information Security and Privacy Requirements).

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.12 Intentionally Omitted

9.13 License Grants

9.13.1 Subject to the terms and conditions of this Contract, including, but not limited to, payment by County of the applicable Operation and Maintenance Fees set forth in Exhibit B (Pricing Schedule) for the Subscription Services in accordance with this Contract, Contractor grants to County a limited, non-exclusive, non-transferable, non-sublicenseable license ("License") to (1) remotely access and use the eRES System that is part of the eRES Solution, including the Software, that is located on Contractor's hosted environment in accordance with the terms of this Contract for the length of the term of this Contract; and (2) to display, reproduce, distribute, and transmit in digital form Contractor's name and logo solely for the purposes set forth in this section. The License for the Software and the eRES System shall meet the requirements set forth in Exhibit A (Statement of Work), and shall not be limited to any number of

departments and agencies of the County, and shall be unrestricted as to the number of Customers who may access the eRES System at any time. Without limiting the foregoing, all new Software, Updates, and Replacement Products shall become a part of the License for all purposes under the Contract, at no additional cost to the County.

- 9.13.2** At no additional charge to County, Contractor shall provide or make available to County all Documentation. If the Documentation is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County and its personnel, contractors, agents, or other County designees, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and Customer's use of the Software and the eRES System as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

9.14 Proprietary Rights

9.14.1 Ownership of County Data

All of the County's information and data, including Confidential Information, Customer Data, Customer information and other data, records, and information of County or its Customer users, or otherwise provided to Contractor under this Agreement; and all of the output from the eRES System generated by County's use of the eRES System, including without limitation, reports, graphs, charts, modified County Data, etc., (collectively, "County Data") provided or made accessible by County to Contractor, is and shall remain the property of County.

All of the County Data is deemed confidential, and shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents. Notwithstanding the foregoing, County will grant to Contractor, a royalty-free, irrevocable, non-exclusive and non-sublicenseable license to aggregate and compile County Data in order to improve, develop or enhance the eRES Solution and/or other

services offered, or to be offered, by Contractor; provided that no County Data in such aggregated or compiled manner is identifiable as originating from, or can be traced back to, County's Customer users and members of the public, and such data cannot be associated or matched with an identifiable profile or personally identifiable information of any person.

Both Contractor and County agree to use collected information from the eRES Solution in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and payment card industry data security standards; and (c) County's and Contractor's privacy policy (as published on its website or otherwise provided by Contractor from time to time).

9.14.2 Proprietary Rights in the Contractor Proprietary Technology

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the Software and eRES System, and any and all derivative works made to the Software and eRES System or any part thereof ("Contractor Proprietary Technology"). County acquires no rights to Contractor Proprietary Technology except for the license interests granted under this Contract.

9.14.3 Rights Reserved

Title, ownership rights, and all intellectual property rights in and to the eRES Solution, eRES System and Software will remain the sole property of Contractor. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

9.14.4 Third Party Products

At the time of execution of the Contract, the Contractor's eRES Solution uses the Third Party Products identified in Exhibit M (Third Party Products). In the event Contractor provides any additional third party product to County in connection with this Contract, Contractor shall work with the County within reason to minimize conflicts with third party product. Contractor's use of any Third Party Products hereunder may be

subject to, and County will comply with, this Contract and any applicable Third Party EULA(s).

9.15 Hosting Services

During the term of this Contract, Contractor shall continue to host the eRES Solution in its selected hosted environment that it determines is appropriate, whether located at its facilities or with a third party, (the "Hosting Services"), in exchange for County's payment of the applicable Hosting Services Fees in accordance with this Contract, including as set forth in Exhibit B (Pricing Schedule). The Hosting Services shall commence when Operations and Maintenance Services commence. In providing the Hosting Services, Contractor shall achieve the service levels and performance standards set forth in Exhibit A (Statement of Work) when delivering the eRES Solution.

9.16 Production Use

County shall have the right to use in accordance with the License, completed portions of the Software in a Production Use mode prior to Acceptance of the Software. Such use shall not be deemed to be Acceptance of the Software.

9.17 Restrictions

Unless otherwise set forth in a Third Party EULA, product attachment, or schedule, County will not itself, or through any affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the eRES Solution; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the eRES Solution in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the eRES Solution to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the eRES Solution; (e) modify, adapt, translate, or otherwise make any changes to the eRES Solution or any part thereof; (f) use the eRES Solution to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Contractor's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the eRES Solution, or (ii) the trade secrets of Contractor or its licensors, unless required by law; (h) without Contractor's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests, unless otherwise permitted under this Contract; (i) disclose or otherwise use or copy the eRES Solution except as expressly permitted herein; (j) remove from any eRES Solution identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or

features; (k) aid others, unless required by law, in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Contractor in and to any Products; (l) use the eRES Solution for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (l) take any steps to avoid or defeat the purpose of security measures associated with the eRES Solution, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (m) except as expressly permitted by this Contract, use the eRES Solution for hosting purposes.

County will also: (a) not use the eRES Solution to transmit, publish, or distribute any material or information: (i) for which County does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the eRES Solution; (iii) that is inaccurate or misleading;

(iv) that under state or federal law is harmful, threatening, offensive, or obscene; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the services and eRES Solution except for the express purpose of using the eRES Solution for their intended use; (c) not engage in any activity that interferes with or disrupts the eRES Solution; (d) not use the eRES Solution in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

9.18 Enforcement

County will (a) ensure that all users of the eRES Solution comply with the terms and conditions of this Contract; (b) promptly notify Contractor of any actual or suspected violation thereof; and (c) cooperate with Contractor with respect to any investigation and enforcement of this Contract.

9.19 U.S. Government Restricted Rights

The eRES Solution is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

9.20 Export; Anti-Bribery

The eRES Solution may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. County may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the eRES Solution in violation of Export Laws, as determined by the laws under which County operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. County hereby represents and covenants that: (i) County is eligible to access the eRES Solution under Export laws and all other applicable laws; and (ii) County will import, export, re-export, transfer, or re-transfer the eRES Solution to, or use or access the eRES Solution in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, County hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

9.21 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g).

9.21.1 Stored Data

Contractors' and Subcontractors' systems require encryption in accordance with workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800- 57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management

— Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.21.2 Transmitted Data

All transmitted (e.g. network) County PI require encryption in accordance with: (a) N/ST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) N/ST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.21.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above, Exhibit L (Compliance with Encryption Requirements Form). In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 9.22 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.22 Digital Accessibility Requirements

For any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, Contractor must comply with Exhibit N (Digital Accessibility Requirements) all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the [Web Content Accessibility Guidelines](#) (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

10.0 WARRANTIES AND COVENANTS

- 10.1** Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by the Contractor shall be enjoyed by the County.

- 10.2** The Software components shall be capable of interconnecting and/or interfacing with each other, and, when taken together, shall be capable of delivering all of the functionality as set forth in this Contract, including in Exhibit A (Statement of Work), the Requirements and the Specifications. Upon Contractor's completion and delivery of all services and other work associated with Exhibit A (Statement of Work), the Software shall fully interface, perform and function with County's Processing Vendor.
- 10.3** Contractor shall not cause any unplanned interruption of the operations of, or accessibility to County's systems through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of County's systems to County or any user or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively in this Subparagraph 10.3, "Disabling Device(s)"), which could block access to or prevent the use of County's systems by County or users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered Software or product of Services to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents its use contained on such media.
- 10.4** The person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 10.5** Contractor has the full power and authority to grant user rights within this Contract to County.
- 10.6** No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect.
- 10.7** County is entitled to use the Software and other services and other work acquired hereunder, in each case, in accordance with the terms of this Contract.
- 10.8** The Specifications and/or the Requirements set forth the minimum requirements for operating system software that are Compatible with the Software, including any Updates thereto, and are required for County to enjoy and exercise fully its rights in respect of the Software. The Software shall be fully Compatible with and shall fully integrate, perform and function with the hardware and Operating Software.

- 10.9** Contractor shall at all times maintain a terms of use and privacy and security policy, both of which shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and directives and shall have been approved in advance by County Project Director. Contractor shall at all times post conspicuous links to the terms of use and privacy and security policy that are accessible from each page of the public facing aspects of the Software. Contractor shall review its terms of use and privacy and security policy with County Project Director as frequently as requested by County Project Director but no less frequently than annually.

10.10 Continuous Product Support

Without limiting Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), if Contractor assigns or delegates its obligations under this Contract within the meaning of Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), or sells, assigns, or transfers more than fifty percent (50%) of its interest in the Software (collectively in this Subparagraph 10.10 "Successor Event") and subsequent to the Successor Event, the Software is not supported to at least the same level that Contractor supported the Software through the Operations and Maintenance Services described in Exhibit A (Statement of Work) hereto, as determined by County Project Director, County, at its sole option, may elect to transfer the rights, without cost or penalty, to another similar product (in this Subparagraph 10.10 "Replacement Product") within Contractor's assignee's or successor's product offering, as determined by County Project Director. The assignee or successor, by taking benefit under this Contract (including acceptance of any payment under this Contract) shall be deemed to have ratified this Subparagraph 10.10. All terms and conditions of this Contract shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer the user rights to a Replacement Product:

- 10.10.1 Any prepaid Operations and Maintenance Fees for Software shall transfer in full force and effect for the balance of the Replacement Product's operation, maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's operation, maintenance and support fee for the same term, the credit balance shall be applied to future operation, maintenance and support fees or returned to County, at its option;
- 10.10.2 Any and all software modules offered separately, and needed to match the original Software's level of functionality, as determined by County Project Director, shall be supplied by Contractor's assignee or successor without additional cost or penalty, and shall not affect the calculation of any operation, maintenance and support fees;

- 10.10.3 County shall receive reasonable training for County users, for purposes of learning the Replacement Product. User training for the Replacement Product shall be provided at no cost to County or its users;
- 10.10.4 All user rights terms and conditions shall remain as granted herein with no additional fees imposed on County; and
- 10.10.5 The definition of Software shall then mean the Replacement Product.

11.0 DISCLAIMERS AND LIMITATION OF LIABILITY

- 11.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, COUNTY ACKNOWLEDGES AND AGREES THAT THE eRES SOLUTION is PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND CONTRACTOR, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE eRES SOLUTION IS ERROR-FREE OR “BUG”- FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE eRES SOLUTION WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE eRES SOLUTION WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON- INFRINGEMENT; AND (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. CONTRACTOR AND COUNTY WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT CONTRACTOR AND COUNTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR’S AND COUNTY’S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT (EXCEPT FOR INTELLECTUAL PROPERTY INDEMNIFICATION BY CONTRACTOR), IS LIMITED TO (I)THE AMOUNT OF FOUR (4) TIMES THE FEES (AND FOR INTELLECTUAL PROPERTY INDEMNIFICATION, FIVE (5) TIMES THE FEES) ACTUALLY PAID

BY COUNTY AS CONSIDERATION FOR THE eRES SOLUTION GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE.

11.2 FOR THE PURPOSES OF THIS SECTION 11 AND ANY INDEMNIFICATION PROTECTING CONTRACTOR UNDER THIS AGREEMENT, REFERENCE TO CONTRACTOR WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

12.0 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.7	Unauthorized/Unapproved Work
Paragraph 5.5	Taxes
Paragraph 5.8	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.3	Authorization Warranty
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Independent Contractor Status
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage

Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.36	Public Records Act
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.50	Warranty Against Contingent Fees
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.4	Data Destruction
Paragraph 9.5	Information Security and Privacy Requirements
Paragraph 9.15	Proprietary Rights
Paragraph 9.22	Digital Accessibility Requirements
Paragraph 10.0	Warranties and Covenants
Paragraph 12.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of LA County Parks thereof, the day and year first above written.

COUNTY OF LOS ANGELES
Department of Parks and Recreation

By _____

Norma E. García-González, Director

Active Network, LLC

By _____
Signature

Print Name

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - F1-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
 - F2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
 - F3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
- G INTENTIONALLY OMITTED

UNIQUE EXHIBITS

- H INTENTIONALLY OMITTED
- I FUNCTIONAL AND TECHNICAL REQUIREMENTS
- J CONTRIBUTION AND AGENT DECLARATION FORM
- K INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- L COMPLIANCE WITH ENCRYPTION REQUIREMENTS FORMS
- M THIRD PARTY PRODUCTS
- N DIGITAL ACCESSIBILITY REQUIREMENTS

STATEMENT OF WORK AND ATTACHMENTS

STATEMENT OF WORK

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SOW ATTACHMENTS

- 1 Performance Requirements Summary (PRS) Chart
- 2 Contract Discrepancy Report (CDR)

STATEMENT OF WORK

1.0 SCOPE OF WORK

The County of Los Angeles Department of Beaches and Harbor (DBH) and the Department of Parks and Recreation (LA County Parks), known collectively as “County” need to continue to provide the County’s public patrons a platform to make online reservations for many of the County’s available amenities, such as camp/recreation vehicle (RV) sites, pools, picnic shelters, and beach sites, and to register for the many outdoor and indoor County-sponsored activities and programs, as well as to pay for these amenities, services, and activities with credit cards, debit cards, and electronic checks.

Active Network, LLC (Contractor) will continue to provide a cloud-hosted and web enabled, mobile-friendly, off-the-shelf, Software as a Service (SaaS) for facility reservations, activity and program registration software package with custom configurations for the County and be consistent with industry-leading methodologies and best practices for each of the required areas, including, but not limited to: reservations for RV parking, campgrounds, picnic areas, conference halls, meeting rooms, and outdoor wedding areas; and registrations for sports leagues, conventions, and various classes. In addition, the eReservation Software (eRES) SaaS known as ActiveNet (AN), hereinafter, will allow for unlimited concurrent users, reservable facilities and program transactions, data storage, and have no restriction on the number of public customers who may use the AN eRES to make reservations or participate in activities.

2.0 TASKS AND DELIVERABLES

The Contractor will continue to provide and maintain the following AN products as identified in the following sections.

2.1. AN Essential Services

2.1.1. Program & Activity Registration

An online system for customers/users to browse, register, and pay for classes, activities, and events with real-time availability tracking.

2.1.2. Facility Reservation

A reservation module that allows customers/users to book facilities such as rooms, fields, or equipment, with automated scheduling, conflict detection, and permit generation.

2.1.3. Memberships

Membership management tools, including enrollment, renewals, payments, and member benefits tracking.

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2.1.4. Camps and Flexible Registration (FlexReg)

A specialized registration system for seasonal or day camps, including session scheduling, waitlists, rosters, and guardian information management.

2.1.5. League Management

Tools for organizing and managing sports leagues, including team registration, game/practice scheduling, league standings, and communication with league participants.

2.1.6. Point of Sale (POS)/Equipment Lending

A POS system to support in-person payments and manage the lending or checkout of equipment and supplies.

2.1.7. Payroll

Payroll functionality tracks staff hours, integrates with timekeeping, and supports compensation processing.

2.1.8. Sandbox Environment

A fully functional test environment for training, configuration testing, and validating new features before production rollout.

2.1.9. Support Package: Advanced

Ongoing advanced technical support, including system updates, troubleshooting, customization assistance, and priority response times.

2.2. **AN Additional Services**

2.2.1. Advanced Hub

A self-service cloud-based data platform with nearly real time replicated data from the organization's live ActiveNet database allowing the organization to easily access, visualize and transform their data.

2.2.2. Technical Account Manager Package

Dedicated account management service that provides a single point of contact for system oversight, technical guidance, and strategic planning for the County.

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2.2.3. Connect Subscription Software Application

- 2.2.3.1 An application intended to: enable staff users to check-in children to a Child Care/Flex Registration program, check-in participants to an activity or check in to or out of membership entry points using a portable tablet, instead of a personal computer.
- 2.2.3.2 Provides a consolidated and efficient check-in and check-out workflow for Child Care/Flex Registration programs, activities and membership packages.
- 2.2.3.3 Assists staff users in retrieving past program participation attendance information.

2.2.4. Captivate Tier 4

A mobile application solution to provide customers with mobile engagement capabilities. It integrates with Active Net backend systems, so the class listings, equipment/facility reservations, member database, etc. sync into the app. It allows customers to register for classes, reserve facilities, check in, and get updates or notifications directly from their phone.

2.2.5. Gateway Application Programming Interface (API): Pro Integration

Provides dedicated escalation point for high priority issues with a 24-hour target response time and monthly review of open-ticket cases.

2.2.6 Gateway API: Preferred Partner Integration

- 2.2.6.1 For the first three months of the initial term of the contract, the County is allowed unlimited API calls on the production and trainer environments.
- 2.2.6.2 After the first three months and for the remainder of the initial term, the subscription includes up to 600,000 API calls per month on production and 50,000 API calls on the trainer environment.

2.2.7 ActiveNet County Training

Contractor shall provide training programs via the Learning Management System (LMS) or ActiveNet training portal for new modules during the term of the Contract.

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2.2.8 Operations and Maintenance Services Plan

Contractor shall provide the plan for providing County with ongoing Operations and Maintenance Services that meets the requirements set forth in Section 11.0 Operations and Maintenance Services, and elsewhere in the Contract 10 days after contract execution. Contractor's plan shall identify and continue to maintain the following:

- The Contractor's high-level staffing plan for providing County with Operations and Maintenance Services for the Software throughout the Term of the Contract.
- The Contractor's approach in providing preventive maintenance of the System hardware that promotes high Software availability, proactively addresses potential security issues, and maintains the security and integrity of the Software data.
- A schedule for performing backups of the Software indicating the type (e.g. full, incremental), the method (e.g. mirroring, FTP) or media (e.g. tape, optical disc), the backup data retention and data and media disposition policy and procedures, and a description of security measures used to maintain the security, integrity, and availability of the Software data.
- Procedures for validating Software backups with a methodology for randomly selecting and testing Software backups by performing Software restore from backup.
- The Contractor's production control, release management, quality assurance, and system and performance testing methodologies.

2.2.9 Help Desk and Customer Support Services

Contractor shall continue to provide County with complete help desk support for County Account Owners, Administrators and Operators. Regular support will be Monday-Friday, 5 A.M. to 6 P.M. (Pacific Time), access to the Help Desk staff who can provide, in comprehensible English, answers to user's Software related questions, record reported Software problems, and resolve System related issues. Additionally, Site Down/Critical Outage after Hours Support will be provided 24/7 including a Toll-Free number or email for County eRESERVATION Administrators and eRESERVATION operators.

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2.2.10 Deficiency Resolution

Contractor shall take corrective measures to resolve or escalate every Technical Support Related Deficiency in accordance with Section 2.2.11 (Escalation Procedures), and the priority level assigned to each Deficiency as set forth in Section 2.2.10.1 (Priority Levels) and Section 13.0 (Service Level Agreement). Contractor shall assign an initial priority level to each Deficiency using the guidelines set forth in Section 2.2.10.1 (Priority Levels) and apply the required level of corrective effort in resolving Deficiencies, as set forth in Section 13.0 (Service Level Agreement). The County Project Director may direct Contractor to change any priority level assigned to any Deficiency as set forth in Section 2.2.10.2 (Change in Priority).

2.2.10.1 Priority Levels

The County priority levels described in this section is reflective of the impact of Deficiencies on County's business operations. Contractor shall use the following as a guideline in assisting County Project Director in determining the appropriate Priority Level to assign and record for each Deficiency:

Level I Priority – Issues that result in County's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around. Standard Completion Target: 1 business day.

Level II Priority – Issues significantly impacting the use of the system but which do not prevent core functions from being fulfilled. Standard Completion Target: 1 business day.

Level III Priority – All other issues, except those classified as Priority 4 (i.e. how-to questions, reporting/reconciliation issues). Standard Completion Target: 2 business days.

Level IV Priority – Issues that are not time-sensitive or may be undertaken as a customer service initiative outside the scope of this attachment.

2.2.10.2 Change in Priority

Contractor has sole discretion of priority level assignments for Deficiencies and technical support tickets. The assigned priority level may be reviewed and changed by contractor when:

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- The significance of the Deficiency's impact on County's business operations changes due to changing circumstances.
- When the significance of the impact on business operations changes because of the implementation of a County approved Workaround.

Services Not Included

The following are excluded from all offered Support Services and Maintenance Services:

- Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Software was originally installed.
- Services which are required to remedy problems which do not stem from any defect in the Software.
- Services which are required to remedy problems caused by lack of training of the County's personnel.
- Improper treatment or use of the Software.
- Onsite or remote training services.
- Full report customization service.
- Database-specific services or assistance.

Limitations

The following actions will void the Support Services and Maintenance Services portions of the Contract:

- The use of any other application created by County that modifies data in the database.
- The use or creation of any other application that competes with or replaces a module that is offered by Active to work with either the application or the application's database.

Annual Support and Maintenance Related to SaaS Services Only

The following Support Services and Maintenance Services are offered in conjunction with the above for SAAS Services Clients.

- Monitoring of connectivity and critical functionality at all times.

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- Site-down/critical issues response time of one (1) hour, with commercially reasonable efforts to advise the County of the current status and expected resolution time.
- Scheduled maintenance and updates designed to address performance, with reasonable efforts to notify Clients of scheduled maintenance times and potential impacts to service.
- Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action). Active may undertake urgent maintenance at any time deemed necessary and shall provide status updates to the County as soon as possible.

2.2.11 Escalation Procedures

Contractor shall provide escalation procedures for addressing extended and unresolved Deficiencies, and notification, and emergency procedures. The escalation plan shall include the following:

2.2.11.1 Any issues should be brought to the Project Manager and tracked during weekly status meetings.

2.2.11.2 Concerns regarding the Project Manager's tracking, timely resolution of issues, and overall performance should be brought to the attention of the Account Manager.

2.2.11.3 Throughout the term of the Contract the Contractor's Technical Support team provides escalation procedures as follows:

Unlimited phone Support for system down issues on a twenty four (24) hours x seven (7) days a week basis, provided that: (a) support calls, placed during "Extended Support Hours" (those occurring after 6:00pm and before 5:00am Pacific Time, Monday through Friday, and any time during the weekend and holidays), are placed by an authorized contact person and (b) the requested phone support consists of a "Call Priority Level 1" issue, as defined in Section 2.2.10 Deficiency Resolution.

2.2.12 Security Incident Reporting

If a data breach occurs on the Contractor's data servers containing the County's data, Contractor will investigate the breach, and if after that

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investigation, Contractor validates the County's data was part of the data breach, Contractor will notify the County, within twenty-four (24) hours of validation, of the data breach by providing notification of the data breach, intrusion information and actions taken or to be taken to mitigate the issue.

Contractor shall follow the procedures for reporting a security breach and comply in accordance with Security Incident Reporting Plan.

3.0 ADDITION AND/OR DELETION OF FACILITIES, AND WORK HOURS

- 3.1 As County annexes or build new parks and facilities, and as more reservables, registrations, and business items become available, County shall have the highest account administrator and permissions to add them into the eRES Solution without Contractor intervention.
- 3.2 As County hires new staff, and as current staff retires and/or moves on, County should have the administrator capability to add and remove them from the eRES Solution without Contractor intervention.
- 3.3 All changes to the scope of work required in this Statement of Work must be made in accordance with Sub-paragraph 8.1 (Amendments) of the Contract.

4.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County has a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be submitted to the County Contract Project Monitor for review and approval with the Project Control Plan. The Quality Control Plan shall include the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met; and
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the eRES Contract using the quality assurance procedures as defined in the eRES Contract, Paragraph 8.15 (County's Quality Assurance Plan).

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5.1 Quality Assurance Meetings

Contractor Technical Account Manager (TAM) is required to attend monthly meetings for the term of the Contract. Schedule of meetings must be agreed upon by both LA County Parks and DBH.

5.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

5.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 DEFINITIONS

For convenience, specific definitions used throughout this Statement of Work that are otherwise not defined can be found in the Contract, including at Paragraph 2.0 (Definitions) of the Contract.

Account Owner: A super administrator, at the very top level (County Internal Services Department or other designated County department), who can perform system configurations, create/edit new departments or sub-domains to the system, create/edit lookup data tables or table driven data such as fees and user account types, and enabled/disabled functionalities and modules. Also inherits all other users' permissions.

eRESERVATION Administrators: A user group who has the capabilities to add/edit reservables, attributes, related fees, discounts, users, and Customers for their specific locations or sites. Also inherits the eRESERVATION Operators' permissions.

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eRESERVATION Operators: A user group that has the capabilities to conduct a straight forward reservation, check in/out, perform online payments, and read reports.

Deficiency: Defects in design, development, implementation, materials, and/or workmanship; errors; omissions; deviations from published and/or mutually agreed upon standards; deviations from any of the Requirements or Specifications under this Contract; and/or other problems which result in the Services not provided or Software not performing in compliance with the provisions of this Contract, including, but not limited to , the Requirements and the Specifications, including the Services Level Agreements set forth in Section 11.0, Operations and Maintenance Services.

Downtime: A period of time the Hosted Services are not operational, provided however, that intermittent downtime for a period of less than five (5) minutes will not be counted.

Emergency Maintenance: Maintenance performed by Contractor that occurs outside of the Regularly Scheduled Maintenance Period and Non-Regularly Scheduled Maintenance, and that was caused by a Force Majeure Event.

Hosted Services: The SaaS solution.

Maintenance Window: A period of time during non-standard business hours (11:00pm – 4:30am Eastern Time). However, from time to time, there may be instances where the maintenance window exceeds the non-standard business hours. In those two cases, Contractor would provide two (2) weeks advanced notice to the County.

Non-Regularly Scheduled Maintenance: Maintenance performed by Contractor outside of the Regularly Scheduled Maintenance Period for which Contractor has provided County with at least three (3) business days' prior written notification.

Notification: Providing notice to the County Project Director, or designee, of occurrence of a Deficiency, as set forth in Section 12.0 (Notification).

Operations and Maintenance Services Plan: The Operations and Maintenance Services Plan delivered by Contractor as specified in the Statement of Work.

Regularly Scheduled Maintenance Period: The time period that Contractor reserves for scheduled maintenance, which may be subject to change from time to time at Contractor's sole discretion but shall never exceed the allowable scheduled Maintenance Window(s) permitted under this Contract.

Service Availability: That the Hosted Services are operational and available to County and all End Users, and is measured by subtracting the total minutes of

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Services Interruption in a given month from the total minutes in such month, divided by the total minutes in such month and then multiplied by 100. By way of example: If in a given 30- day month there are 60 minutes of Service Disruptions, then Service Availability for such month would be calculated as follows: $(43,200 \text{ (being total minutes in a 30-day month)} - 60 \text{ minutes of Service Disruptions}) = 43,140 / 43,200 = 0.9986 \times 100 = 99.9\%$. Therefore, Service Availability to the month would be 99.9%.

Service Credit: For any calendar month during the Term, an amount equal to a) average monthly subscription fees paid by the County divided by b) the total number of days in such month. Any dollars associated to the Service Credit, will be applied to the County's Credit Card fees during the following months.

Service Disruption: The period of time, expressed as a percentage that the system is available/operational for the month, the Hosted Services are either a) not available for the County End User to log-in or b) substantially not functioning; provided that interruptions attributable to any of the following shall not be counted: (i) a Regularly Scheduled Maintenance Period, (ii) Non-Regularly Scheduled Maintenance, (iii) Emergency Maintenance, (iv) general telecommunications' or internet outages or disruptions, or software or hardware not provided and controlled by Contractor (including third party software or sites that are accessed or linked through Hosted Services) or (v) Downtime that is the result of abuses or other behaviors in each case by the County that violates this Contract, or is otherwise out of the Contractor's control.

Start of Deficiency: Generally, the earlier of County's notification to Contractor of a Deficiency or Contractor's first knowledge of such Deficiency specified in Section 13.0 (Service Level Agreement).

Technical Account Manager (TAM): The Contractor's designated person who manages the account.

Workaround: A bypass, fix or alternate method that is put in place temporarily to minimize the impact of a Deficiency on Production Use. A Workaround may be automated or manual.

7.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

7.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

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- 7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 (Amendments).

7.2 Furnished Items

If Contractor is to perform any needed work at a County site/facility, County will furnish a workstation, with a desktop personal computer, internet access, a phone, notepad, pen and pencil. Contractor shall provide any additional equipment required to perform the work.

CONTRACTOR

7.3 Project Manager

- 7.3.1 Contractor shall provide a Contractor Project Manager or designated alternate for support of existing or new services through the term of the Contract. Contractor shall provide a telephone number where the Contractor Project Manager may be reached during County business hours from Mondays through Fridays, 7am to 6pm, Pacific Standard Time. Contractor Project Manager or designated alternate shall respond with acknowledgement of receipt within one (1) business day or sooner on any County reported escalated/critical issues relating to areas such as security, website/network not available, system glitches, integration and interfacing, and/or programming errors that prevents work to be performed, data and reporting errors, deadlines not met, and or any requested items not provided by Contractor in order for County to continue performing needed works.
- 7.3.2 Contractor Project Manager shall act as a central point of contact with the County through the term of the Contract.
- 7.3.3 Contractor Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- 7.3.4 Contractor shall provide access to a designated Account Manager to serve as the central point of contact with the County for the duration of the Contract term.
- 7.3.5 Contractor shall provide access to Technical Support and Maintenance Services through duration of the Contract term.

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- 7.3.5.1 Standard: This is the default level of Support and is included with your license to use Active's Software. Available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via web portal (<http://www.activenetwork.com/service-and-support/customer-support>).
- 7.3.5.2 Advanced: If you have purchased Advanced Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via telephone (800-663-4991) or web portal (<http://www.activenetwork.com/service-and-support/customer-support>).
- 7.3.5.3 Enterprise: If you have purchased Enterprise Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800-663-4991) or web portal (<http://www.activenetwork.com/service-and-support/customer-support>) with preferred access to second tier resources.

7.4 Personnel

- 7.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee when on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 7.4.2 Contractor's employees required to work in a County facility for more than 30 days shall be required to undergo and pass a background check as set forth in Sub-paragraph 7.5 (Background and Security Investigations) of the Contract. County will escort Contractor's employees when working on site for less than 30 days.

7.5 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

7.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

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7.7 Training

Contractor must provide training programs for all new employees and continuing in-service training for all staff.

7.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00a.m. to 5:00 p.m. (Pacific Time), Monday-Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call. Contractor shall also provide access to Technical Support and Maintenance Services through duration of the contract term.

7.8.1 Standard: This is the default level of Support and is included with your license to use Active's Software. Available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via web portal (<http://www.activenetwork.com/service-and-support/customer-support>).

7.8.2 Advanced: If you have purchased Advanced Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via telephone (800-663-4991) or web portal (<http://www.activenetwork.com/service-and-support/customer-support>).

7.8.3 Enterprise: If you have purchased Enterprise Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800-663-4991) or web portal (<http://www.activenetwork.com/service-and-support/customer-support>) with preferred access to second tier resources.

8.0 HOURS/DAY OF WORK

When required by County, Contractor is to perform work from 7:00 am to 6:00 pm, Pacific Standard Time, and during Business Days, primarily at the following locations:

Department of Parks and Recreation
1000 South Fremont Ave. Unit #40, Building A-9 West, 4th Floor
Alhambra, CA 91803

STATEMENT OF WORK

Department of Beaches and Harbors
13873 Fiji Way
Marina Del Rey, CA 90292

Contractor is to incur all travel, lodging, and meal expenses. County will provide a list of County-recognized holidays. However, to meet contractual obligations, Contractor is to work additional hours outside of normal working hours and at Contractor's expense in order to meet all pre-defined and agreed upon project schedules. County is to work additional hours outside of normal working hours and at County's expense in order to meet all pre-defined and agreed upon project schedules.

9.0 WORK SCHEDULES

- 9.1 Contractor shall advise the County on work schedule best practices. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 9.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

10.0 UNSCHEDULED WORK

- 10.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence.
- 10.2 Prior to performing any unscheduled work not defined in Section 2.0 (Tasks and Deliverables), the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials in accordance with Contract, Sub- Paragraph 8.1 (Amendments). If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 10.3 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 10.4 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

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11.0 OPERATIONS AND MAINTENANCE SERVICES

Contractor shall provide Operations and Maintenance Services for the Software continuing throughout the term of the Agreement.

Without limiting the Contractor's responsibilities described elsewhere in the Contract, Operations and Maintenance Services shall include the provision of all Services necessary for the Software to perform in accordance with the Requirements and Specifications, including the service levels described in the Service Level Agreements, and the following:

Operation

- Scheduling and performing maintenance, including preventive maintenance, of Contractor's Software hardware to include: repairing or replacing all non-functioning or under-performing hardware used by Contractor for hosting the Software in order to maintain or exceed County's performance requirements. Preventive maintenance of the Software shall be completed by the scheduled date and time set forth in the Operations and Maintenance Services Plan.
- Performing Software backup activities pursuant to the Operations and Maintenance Services Plan, including: performing Software backups prior to installation of any Software, including Updates, Additional Software Components and System developed or provided to resolve a Deficiency in accordance with Section 2.2.10 (Deficiency Resolution), periodically reviewing and validating of Contractor's Software backup procedures, and validating of the accuracy and integrity of the backup data.
- Providing disaster recovery and business continuity services that include a Cold Site.
- Providing County with Help Desk Services.
- Implementing and maintaining the escalation procedures.
- Providing on-site Operations and Maintenance Services personnel and services.
- Responding to and resolving Deficiencies as described herein.
- Providing and installing Updates to the Software.
- Hosting the Software.

STATEMENT OF WORK

Availability Requirements

- “Available” means the Software is useable as described in Exhibit A2 (Functional and Technical Requirements). The eRES Solution shall meet a monthly system availability level of 99.5% of its website and services. Website availability is defined as the ability of users to access the eRESERVATION website and the services via the Internet. The system availability level is the total number of hours during a particular month that the Service was available to the County, excluding Scheduled Downtime, as defined below.
- The software shall have a fault tolerant infrastructure, and accessible via the Internet 24 hours a day, seven days a week, including holidays, providing 99.5% uptime/availability.

Unavailability (Outage)

- A Site Outage is defined as continuous website unavailability, as determined through URL monitoring (HTTP). This monitoring is conducted by the Contractor utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per month. The first four (4) Site Outages in any given month that are corrected within fifteen (15) minutes of their start will not be considered Downtime. In addition, the first five (5) minutes of any Site Outage is a grace period and not considered Downtime.

Unavailability Exceptions

In addition to Scheduled Downtime, any period in which County is unable to use the eRES Solution, due to the conduct of County or any circumstances outside of the control of Contractor shall NOT be considered unavailable time. Examples are:

- A failure or malfunction solely resulting from scripts, data, applications, equipment or services provided and/or performed by County.
- Outages initiated by Contractor or its third party providers at the request or direction of County for maintenance, back up or other purposes.
- Outages occurring as a result of any actions or omissions taken by Contractor or its third party providers at the request or direction of County inconsistent with the eRES Solution specifications.
- Outages solely resulting from County's equipment and/or third party equipment not within the sole control of Contractor.
- Events resulting from an interruption or shut down of the Services due to

STATEMENT OF WORK

circumstances reasonably believed by Contractor to be a significant threat to the normal operation of the eRES Solution and Services, the facility from which the Service is provided, or access to or integrity of County departments or agencies' data (e.g. a hacker or a virus attack), provided County has been notified in writing by email or postal mail of such threat and the Services are reinstated within reasonable time.

- Outages solely due to system administration, commands, file transfers performed by County representatives.
- Other activities resulting solely from County direction, denial of service attacks, natural disasters, changes resulting from government, political or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, and other force majeure items.
- Lack of availability or untimely response time of County to respond to incidents that require its participation for source identification and/or resolution, as determined by County.

Maintenance Schedule

- Scheduled maintenance, resulting in "Scheduled Downtime", typically occurs every 30 days with average downtime required being less than 30 minutes. Planned or routine maintenance is limited to 2 hours per week on Sundays between 11:00pm and 5:00am Pacific Time. The Scheduled Downtime may be changed to other non- business hours upon a twenty four (24) hour notice to County and with County's approval. Scheduled Downtime shall not be considered times when the system is unavailable. Total Scheduled Downtime for any year will not exceed 20 hours.
- Infrastructure Maintenance typically occurs every 30 days with average downtime required being between two (2) to five (5) hours. Infrastructure maintenance occurs between 11:00pm and 5:00am Pacific Time. The Infrastructure Maintenance may be performed during non-business hours, Monday – Friday, upon a twenty four (24) hour notice to County and with County's approval. Infrastructure Maintenance shall not be considered times when the system is unavailable.

12.0 NOTIFICATION

With the Premier TAM service, Contractor shall document and provide Notification to County's Project Director via email of each occurrence of a Deficiency with Level I and Level II Priority (defined in 2.2.10.1 Priority Levels) in the manner set forth in this Section 12.0 (Notification) for Deficiencies reported to Contractor by County users or otherwise discovered by Contractor:

STATEMENT OF WORK

- Notification shall include a description of the nature of the Deficiency;
- When a timeframe is available, Contractor shall provide an estimated timeframe in which the deficiency is to be resolved.
- Contractor's Notification shall document the steps that Contractor is taking in resolving the Deficiency; and
- Notifications delivered by verbal shall immediately be followed with an email that documents Contractor's provision of the verbal Notification to County including all details specified in Section 12.0.

13.0 SERVICE LEVEL AGREEMENT

	<u>Proposal / Service Level Reference</u>	<u>Service Level Requirement</u>
13.1	Notification Section 12.0 (Notification)	Contractor will provide written (e.g., email) and/or verbal notification of reported (internal/external) Priority 1 outages within 60 minutes of Start of Deficiency outage.
13.2	Availability The software shall be available during the time specified in this Section 13.2. For purposes of this Contract, "Available" means the Software is useable as described in this Agreement, by County users and Customers.	Hours of Availability 24 Hours a Day / 7 Days a Week Does not fall below 99.5%
13.3	System Response Time Contractor shall monitor Software response time. Response time shall appear instantaneous for navigation from field to field within a screen for fields that do not require a calculation or validation.	Response time shall not exceed ten (10) seconds for ninety percent (90%) of the total recorded response based upon user request. None shall exceed twenty (20) seconds excluding exported Reports

STATEMENT OF WORK

	<u>Proposal / Service Level Reference</u>	<u>Service Level Requirement</u>
13.4	Preventive Maintenance	Preventive maintenance of the Software shall be completed by the scheduled date and time set forth in the Operations and Maintenance Services Plan.
13.5	Updates	Updates shall be completed by the scheduled date and time identified in the Operations and Maintenance Services Plan.
13.6	Backup	Backups shall be completed by the scheduled date and time identified in the Operations and Maintenance Services Plan.
13.7	Technical Support	Contractor shall provide the appropriate level of technical support to support the Software as identified in the Operations and Maintenance Services Plan.
13.8	Help Desk and Customer Support Services	See item 2.2.10.1 above for priorities and timelines.

STATEMENT OF WORK

	<u>Proposal / Service Level Reference</u>	<u>Service Level Requirement</u>
13.9	Software Component	<p>Upon installation of a new, modified, or corrected Software Component, including updates, additional software components, and any Workarounds and/or other Software developed or provided to make corrections to resolve a Deficiency, all functionality that previously performed in accordance with specifications shall continue to perform.</p> <p>Upon installation of a new, modified, or corrected software component, including updates, additional software Components, and any software developed or provided to make corrections to resolve a Deficiency, all newly introduced functionality shall perform in accordance with the specifications.</p>

14.0 SERVICE CREDITS

Where the Service Availability during any calendar month during the Term falls within the following parameters; less than 99.5 percent, the County will receive a Service Credit in the amount of \$250 per day or fraction thereof for the length of the Service Disruptions. By way of example: If there are 2,160 minutes of total Service Disruptions in a given month, then County will receive a credit of \$500 against next month's bill for County's Credit Card fees (43,200 minutes in a 30-day month – 2,160 minutes of Service Disruptions = 41,040 minutes / 43,200 = 95%. Since Service Availability dropped below 99.5%, Service Credit of \$250 per day or fraction thereof applies. 2,160 minutes of Service Disruptions = 36 hours = 2 days X \$250 = \$500 in Service Credit).

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Project Manager:			
Contact Person:	Telephone: () -	County's Project Manager Signature:			
Email:		Email:			
<p>A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.</p>					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

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PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any change in name or address to information on Exhibit E, Contractors Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.26 – Liquidated Damages	If the Director, or their designee, determines that there are deficiencies in the performance of this Contract and are deemed correctable by the Contractor over a certain time, and written notice was given to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction	Inspection & Observation	\$100 per day

**Exhibit A1 SOW
Attachment 1**

Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action	The parties agree that if the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.	Inspection & Observation	\$500 for each violation
Contract: Sub-paragraph 8.38 - Record Retention & Inspection- Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence

PRICING SCHEDULE

1.0 ACTIVE NET SERVICES

Services	Amount
Essential Services 1. Program and Activity Registration 2. Facility Reservation 3. Camps 4. Flex Registration 5. League Management 6. POS/Equipment Lending 7. Payroll 8. Sandbox Environment 9. Support Package: Advanced	\$86,000
Advanced Hub	\$15,000
Technical Account Manager Package	\$17,000
Connect Subscription Software	\$3,000
Captivate Tier 4	\$12,000
Gateway API: Pro Integration	\$3,600
Total Annual Contract Subscription Costs	\$136,600

2.0 DEBIT CARD, CREDIT CARD, ELECTRONIC CHECKS TRANSACTION FEES

Fees are calculated per transaction.

Product Type	Fee
Staff Interface: Credit Card Refund Fee (Flat)	.10¢
Staff Interface: Credit Card Fee (%)	3.00%
Public Interface: Transaction Fee (%)	3.00%
Staff Interface: eCheque / eCheck Fee (%)	0.50%
Staff Interface Fee Setup (absorbed by agency): Credit Card eCheque / eCheck	No Cost
Public Interface Fee Setup (absorbed by agency)	No Cost
Remittance via ACH Configuration (daily)	
SaaS	
Additional Work (as requested)	\$175 hourly rate

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. [Click or tap here to enter text.](#)

COUNTY'S PROJECT DIRECTOR:

Name:	Terence Davis
Title:	Chief Information Officer
Address:	1000 S. Fremont Ave. Building A-9 West
	Alhambra, CA 91803
Telephone:	(626) 681-3030
E-mail Address:	tadavis@parks.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Matt Green
Address:	1000 S. Fremont Ave. Building A-9 West
	Alhambra, CA 91803
Telephone:	(626) 588-5259
E-mail Address:	mgreen@parks.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	Stephany Huynh-Rivera
Title:	Information Systems Analyst II
Address:	1000 S. Fremont Ave. Building A-9 West
	Alhambra, CA 91803
Telephone:	(626) 681-3043
E-mail Address:	shuynhrivera@parks.lacounty.gov

LA COUNTY PARKS PROJECT MONITOR:

Name:	Stephany Huynh-Rivera
Title:	Information Systems Analyst II
Address:	1000 S. Fremont Ave. Building A-9 West
	Alhambra, CA 91803
Telephone:	(626) 681-3043
E-mail Address:	shuynhrivera@parks.lacounty.gov

BEACHES AND HARBOR'S PROJECT MONITOR:

Name:	Joan Hernandez
Title:	Program Manager II
Address:	4701 Admiralty Way
	Marina Del Ray, CA 90292
Telephone:	(424) 526-7879
E-mail Address:	jhernandez@bh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: ACTIVE Network, LLC

CONTRACT NO. [Click or tap here to enter text.](#)

CONTRACTOR'S PROJECT MANAGER:

Name:	Scott Yeske
Title:	Strategic Account Manager
Address:	US _Remote _ Los Angeles Click or tap here to enter text.
Telephone:	214-996-7107
E-mail Address:	Scott.Yeske@activenetwork.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	Kevin Farmer
Title:	V.P. Sales
Address:	Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000, Atlanta, GA 30326
Telephone:	704.615.8781
E-mail Address:	kevin.farmer@activenetwork.com

Name:	Eric Ives
Title:	President and General Manager
Address:	Three Alliance Center, 29th Fl 3550 Lenox Rd. #3000, Atlanta, GA 30326
Telephone:	412-916-7232
E-mail Address:	eric.ives@activenetwork.com

NOTICES TO CONTRACTOR:

Name:	Scott Yeske
Title:	Strategic Account Manager
Address:	US - Remote – Los Angeles Click or tap here to enter text.
Telephone:	214-996-7107
E-mail Address:	Scott.Yeske@activenetwork.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: [Click or tap here to enter text.](#)

Contract No [Click or tap here to enter text.](#)

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Click or tap here to enter text.

DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

FUNCTIONAL AND TECHNICAL REQUIREMENTS

FUNCTIONAL AND TECHNICAL REQUIREMENTS

Instructions for Proposers

All Vendors shall complete the following Functional and Technical Requirements worksheet by simply placing a check mark (✓) in the "Yes" or "No" column for each requirement. The Comments column is provided for clarifications when necessary.

Proposers are cautioned not to indicate that a requirement is met when in fact, that particular function is in development or on a roadmap for development. If this is the case, Proposers shall note this fact in the Comments column and indicate the expected date that such feature will be available. By responding in the affirmative to a capability/requirement, the Proposer agrees to support such capability in its product.

ITEM	REQUIREMENT	YES	NO	COMMENTS
1. GENERAL REQUIREMENTS				
1.1	General			
1.1.1	The County is only considering Software as a Service (SaaS) bids at this time. No premise-based equipment or software may be used to provide the required functionality.	✓		
1.1.2	The software shall have a complete and fully managed and hosted cloud based solution without needing custom development and associated technical developer resources, and be configurable for immediate implementation.	✓		
1.1.3	Software must have the capability or allow configurations to County website specific branding, such as the LACounty.gov header and footer.	✓		
ITEM	REQUIREMENT	YES	NO	COMMENTS
1.1.4	All future updates, upgrades, and new features to the proposed Service during the term of the Agreement, as well as associated training, customer and technical support, must be included in the SaaS subscription price.	✓		
1.1.5	Administrative Staff Users must be able to access the application over the Internet using Internet Explorer. Public users must be able to access over the internet using the following browsers: Microsoft Edge, Internet Explorer, Apple Safari, Google Chrome, and Mozilla Firefox.	✓		ACTIVE Net Admin Portal (AUI) Microsoft Windows: Windows 7, 8, 8.1 and 10 Note: Edge browser not supported with Windows 10. Only use Internet Explorer 11. Java: version 8 update 144 Adobe Reader: 11.0.06 or later Flash: 12.0.0.44 or later Browsers: Internet Explorer: 11 Virtual Environments unsupported ACTIVE Net Consumer Portal (CUI) Microsoft Windows: Windows 7, 8, 8.1 and 10 Apple iOS: 9.3 or newer (registration module only) Browsers: Internet Explorer: 11 Microsoft Edge Browser: latest version Google Chrome: latest version Apple Safari: On iOS devices Mozilla Firefox: latest version
1.1.6	The software shall have a fault tolerant infrastructure, and accessible via the Internet 24 hours a day, seven days a week, including holidays, providing 99.5% uptime/availability.	✓		
1.1.7	All County data must be backed up to a geographically diverse facility to ensure no loss of County data in any major disaster.	✓		Primary datacenter in Las Vegas, NV and the backup in Ashburn, VA

ITEM	REQUIREMENT	YES	NO	COMMENTS
1.1.8	Accessibility: The software shall be accessible via all web browsers stated above and supports the World Wide Web Consortium (W3C) standards, and in compliance with, at a minimum, 508 Accessibility Standards, or the Web Content Accessibility Guidelines (WCAG2.0) for the vendor's supported current major production version. Mobile access on Tablets and Smart Phones (e.g. Windows, iOS, and Android) shall also be available and meets the mobile WCAG2.0 Accessibility requirements.	√		Active Net end-user portal is AODA compliant, meets the WCAG 2.0 Level A Accessibility Standard. WCAG 2.0 Level AA support for the end-user portal is under evaluation and shall meet the requirements in accordance with the schedule outlined by the Accessibility Disabilities Act.
1.1.9	Display formatting, forms, dashboards, reports, and approvals shall be accessible via a mobile device and presented in a format that is appropriate for consumption on a mobile device such as adjusting to the size of the user's browser window or device screen and minimizing user scrolling (adaptive & responsive).	√		Customer User Interface has workflows for User account creation and basic Activity Registration on mobile device.. Our staff user companion app "ACTIVE NET Connect" is for Apple iPad only at this time.
1.1.10	The Service/Software must be scalable, and able to allow import/upload of data from the existing County systems and additions of more County departments/agencies/districts, reservables, users, accounts, transactions, and data with absolutely no additional per transaction fees or percentage of revenue fees. Although the customers' information can be a share resource, reservables, registrations, transactions, fees, internal processes for each departments/agencies/districts must be kept separate.	√		ACTIVE will require additional information to properly address specifics of this requirement. ACTIVE can provide data conversion services for customer and membership data. For more specifics see Exhibit 6 Third Party Data Customer/Memberships Data Conversion. ACTIVE Net is scalable and allows for unlimited amounts of data storage. With permissions, each department's data can be kept separate from the other's view.
1.1.11	Vendor facilities that process or host County Confidential Information must be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference. Vendor to provide certification or proof of the hosted secure facilities.	√		
1.1.12	Transmitted Data : All transmitted (e.g. network) County PII and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and	√		Active shall ensure that the Software website communication with the platform backend is encrypted using commercially reasonable standards to protect information from Client and/or End Users
ITEM	REQUIREMENT	YES	NO	COMMENTS
	b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance It is the vendor's responsibility to independently review such guidelines/standards. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.			while in transit. Our ACTIVE Net solution uses TLS 1.2 and SHA-256 encryption for web application communication to the platform.
1.1.13	Vendor shall integrate with FIS payment gateway and back end online payment processor. Fidelity Information Services, LLC, (FIS) currently provides credit card processing and related ecommerce services to the County of Los Angeles. FIS is the <u>preferred</u> processor for ecommerce transactions with the County.		√	ACTIVE Net supports the following merchant accounts through the following payment gateways: • Chase Paymentech Global Platform • Moneris eSELECTplus Canada • Elavon

2. RESERVATIONS				
2.1	Customer Online Reservation Process			
2.1.1	Ability for customers to search & filter from the main page or selecting sites from an interactive map and be able to view photographs of reservable facilities and individual sites within each facility, the map should color code reserving status (e.g., red=not available, yellow=pending, green=available, purple=under construction, allowing mouse over/click to drill down for more details on site attributes (RV spot size, shaded, water/sewer/electric hookups, restroom distance)	√		Photos available after drill through – Not specifically designed for campsite reservations.
2.1.2	Ability of software to display a listing of all County reservable locations and facilities as a list and/or on an interactive map.	√		ACTIVE Net can display many separate interactive maps, they are not linked to a master map so to speak. User can create maps and place icons to represent reservable sites. These maps are available on the online customer user interface only.
ITEM	REQUIREMENT	YES	NO	COMMENTS
2.1.3	SaaS map shall allow users to zoom-in/click on a specific site to view more detailed information.	√		The department can create and maintain maps. Map is an image and the icons are hyperlinks. If amenities are maintained as fields in the system, they can be seen by hovering over the site icon.
2.1.4	Ability of software to provide a calendar view for a particular site on its reservable status (e.g. what dates are and are not available).	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.1.5	Ability of software to provide customer with search capability for site availabilities for 1 day or a range of dates. The entered date criteria or parameter shall not exceed the maximum future reservable date (e.g., if a site is configure to allow customer to be able to reserve in the next 30/60/90/365 days out, then the parameter date customer entered shall not exceed the configurable future reservable date).	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.1.6	Ability of software to enable customers to create individual and family accounts, and link all their reservation transactions to their profile.	√		
2.1.7	Ability of software to provide customer with printable and or email confirmation receipt.	√		
2.1.8	During the reservation process, sites must be released in a set number of minutes without activities (e.g., 10 minutes); if the customer does not complete the reservation process.	√		Configurable
2.1.9	Ability of software to allow customer to use reservation confirmation number to search/check on their reservation status.	√		
2.1.10	Ability of software to display a notification and related reason(s) on the screen when a transaction was not able to successfully complete.	√		
2.1.11	Ability of the software to provide questionnaire with associated business rules that customer must answers (e.g. camping questions with the number of people; day use/special events questions - number of people, time plan to use site, do you plan to use amplified music, do you plan to use a moon-bouncer)	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.

ITEM	REQUIREMENT	YES	NO	COMMENTS
2.1.12	Ability of software to provide menu or questionnaire that will guide customer to select additional attributes of their reservation that require additional fees.	√		
2.1.13	Ability of software to allow staff/administrators to add alerts and notifications to a particular location/site (e.g., construction nearby, flooded nearby, closest restroom out of order, swim beach not available, no Wi-Fi).	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.1.14	Ability of software to allow for reservation to have a minimum required configurable night stay rule by location. Do not allow the reservation to complete if it does not satisfy the rule. Business rule can change by date, site, and season.		√	Configurable rules cannot vary by date, site and season. Can configure minimum stay rule by facility, but not also by date within the same facility. This setting can be manually changed by a County user with admin privileges ahead of seasonal minimum stay rule by location.
2.1.15	The software shall calculate all applicable fees based on information provided by the customer online.	√		
2.1.16	Ability of software to require the customer to acknowledge and accept County Terms and Conditions prior to allowing transaction to proceed to final payments.	√		
2.1.17	Ability of software to display facility contact information such as phone number and email address to allow customers to contact the facility for more information or to make an off-line reservation.	√		
2.1.18	In cases where customer cannot find their location/site of interest online, software shall provide ability for customers to contact the county or click a hyperlink to a County generated online form. User can call or complete the County's online form.	√		Active Net does not include an online form but provides the ability for the customer to insert contact information and/or a hyperlink to a County online form in the header/footer of the ACTIVE Net customr user interface.
2.1.19	Ability of software to allow authorized staff to configure 'required' fields or a method for staff to request changes. Staff should be able to confirm which fields are required in the system.	√		Within the available configuration options
2.1.20	Ability of software to alert staff/customer in real time if required field(s) on any entry form(s) is/are missing data during the reservation process.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
2.2 Staff Reservation Process				
2.2.1	Ability of software to have a staff/administrator web interface (in addition to the public facing online website) for County staff to conduct reservations for walk/phone in customers.	√		
2.2.2	Ability of software to send a confirmation email to the customer when a reservation is finalized by the staff, along with County Terms & Conditions for Payments, Use, Cancellation, Change, Refund, and listed required items such as insurance, alcohol permit, required deposits.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.2.3	Ability of software to provide staff a grid option, in addition to a graphical map option, to display all reservable sites/facilities, including related attributes.	√		Grid/Calendar option only for staff users
2.2.4	Ability of software to provide table driven granular permission settings, not limited to where staff/administrators can be set with specific levels of permissions (administrator, supervisor, read only users) and be assigned to a specific location or locations, with or without the ability to view, make reservations, and add/edit attributes.	√		
2.2.5	Ability of software to allow staff/administrators to add and edit attributes and additional information to reservables, such as shades (full, partial, none), views (lake, mountain, plain), hookups (water, sewer, electricity, cable), and/or reserving status (available, not available, blocked for maintenance).	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.

2.2.6	Ability of software to allow staff/administrators to add/edit fees and relate/tie them to particular reservables, registrations.	√		
2.2.7	Ability for staff to edit a transaction by looking up that transaction with the transaction/confirmation number, customer ID, name or phone number, date, reservable type.	√		
2.2.8	Ability of software to allow staff with the right granular permission levels to edit a transaction such as updating the arrival/departure dates, vehicle permits, fees, and process additional fee collections, refunds, and cancellations.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
2.2.9	Ability of software to allow staff to create recurring reservations using the same reservation information to create a new reservation at a different site within the facility or a site within a different facility or a site in a different location and facility.	√		CLARIFY WHY THIS IS HIGHLIGHTED
2.2.10	Ability of software to have specific staff configurable questionnaire depending on 1) permit type, 2) camping questions – number of people, number of tents, pets, trailers; day-use/hourly (facility), 3) special use permits – number of people, use of amplified sound, will alcohol be served, is general public invited to the event, admission price, insurance, number of security guards.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.2.11	Ability of software to allow staff to enter and modify site descriptions.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.2.12	Ability of software to allow staff to upload pictures to associate with a site.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.2.13	Ability of software to allow staff to enter and modify site information (view online, reserve online, walk-in only, maximum number of people, max tents, check in time, check out time, site hours, site description).	√		Except "max tents". Not specifically designed for campsite reservations.
2.2.14	Ability of software to allow staff to create and modify facility types (e.g., pool, small picnic site)	√		
2.2.15	Ability of software to allow staff to associate a facility/site to a facility type.	√		
2.3 Day Use, Special Use/Event Reservations				
ITEM	REQUIREMENT	YES	NO	COMMENTS
2.3.1	Ability of software to provide an updatable area/table for staff to add/edit common site usages such as 1) general day use, 2) birthday parties or kids functions, 3) professional meeting rooms, 4) wedding or banquets.	√		
2.3.2	Ability of software to automatically reserve a site with applicable standard fees and conditions derive from the fees table, but also allow the flexibility to add additional fees and conditions by staff/administrators manually.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.3.3	Ability of software to allow staff to enter group day use sites that have attributes like campsites (bar-b-que, picnic tables, benches, crowd capacity, shade).	√		
2.3.4	Ability of software to allow staff the capability to configure particular sites with comments/instructions and whether such sites are reservable on line or must be called in, or simply block them to allow for walk ins (in person) to reserve only. Blocked registration sites information shall not be viewable on-line, but should still appear on the site map.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
2.3.5	Ability of software to allow sites to be reserved by customer in advance, and the number of days in advance for a particular site or group of sites are configurable by staff/administrators.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.

2.3.6	Ability of software to automatically store/keep all transactions in history even after they have been cancelled, and to automatically release the sites to allow new reservations to be made.	√		
2.3.7	Ability of software to not allow a permit to be deleted once a payment has been made on that permit.	√		
2.4	Facility Reservations			
2.4.1	Ability of software to allow staff/administrators to set up facilities and reservable areas inside these facilities (e.g. a student recreation center facility may be comprised of multiple bookable areas like meeting rooms, pools, courts, classrooms, ice rinks).	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
2.4.2	Ability of software to allow staff/administrators to define a relationship between reservable areas and other facilities whereby if one is reserved (e.g. a program is scheduled to take place at that facility), it will automatically become unavailable to avoid double bookings. For example, a field where a baseball diamond overlaps with a soccer pitch.	√		
2.4.3	Ability of software to allow staff to categorize reservable areas by type, capacity, facility (e.g., a reservable area is of type "meeting room", has a capacity of 20 people, and is located in "Memorial Arena").	√		
2.4.4	Ability of software to automatically track available equipment and amenities for each facility/reservable area.	√		
2.4.5	Ability of software to allow configuration of setup and take-down time for particular reservables by staff/administrators.	√		
2.4.6	Ability of software to allow staff/administrators to block off times for administrative purposes, including repeats. The information needed for a public rental such as fees, description, contracts should not be required.	√		
2.4.7	Ability of software to allow both customer or staff to perform availability search by complex, facility type, facility, reservable area type, reservable area, capacity, amenities.	√		
2.4.8	Ability of software to handle cross-day reservations (e.g. starting at 9:00 pm and finishing at 2:00 am the next day).	√		
2.4.9	Ability of software to notify customer and track permit requirements related to the activity held (e.g. alcohol permit, insurance, loud music, security guard).	√		
2.4.10	Ability of software to allow staff to schedule payments as due immediately, first of month, last of month, on day of reservation, and X number of days before the event.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
2.4.11	Ability of software to automatically generate a contract/report with the following information, but are not limited to: customer/organization name, address, date contract issued, detail of reservations including date, time, area, rental charge, whether alcohol can be served, special requirements regarding set-up, contact person at facility and phone number, terms and conditions on using the facility, payment terms, total contract value, required deposit.	√		
2.4.12	Ability of software to allow staff to add additional information, comments/notes, terms & conditions, rules & policies, relevant to the particular type of reservation.	√		
2.4.13	Ability of software to locate permits by contract number, customer name or group name, date, reservation types, and display results if more than 1 is found. Ability of software to allow staff/administrators to drill downs to more information when an item is selected/clicked on the list.	√		
2.4.14	Ability of staff to edit, print or view the reservations schedule for any center, facility, or operation by day, week, month, room or area.	√		

2.4.15	Ability of software to integrate with the Registration Module, such that facilities can be reserved as programs/classes are set up. There is no need for staff to enter data twice.	√		All modules integrated to the Facility Reservation module/calendar
2.4.16	Ability of software to assign a unique transaction number for each reservation. This number shall be printed on the receipts and reports.	√		
2.4.17	Ability of software to display and print facility schedules in a variety of formats including daily, weekly, and monthly calendars.	√		
2.4.18	Ability of software to provide an option for reservations to be made in a graphical manner using a date/time, grid/calendar with mouse drags to select time periods, where user does not have to manually type any time periods.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
2.4.19	Ability of software to prevent a reservable area from being double booked by customer. However, Administrative Staff should have ability to double book in a reservable area.	√		
2.4.20	Ability of software to repeat reservations daily, weekly, bi-weekly, and monthly	√		
2.4.21	Ability of software to allow staff to handle revisions to a reservation, transfer from one reservable area to another, request that a reservation site be cancelled or add more reservations to the original contract. The internal staff users shall be able to make these changes and should not be required to cancel the whole reservation and start over.	√		
2.4.22	Ability of software to repeat modifications (e.g., A clerk needs to modify a reservation ending at 7 PM to 8 PM. If the reservation has 20 days in advance, the clerk should have the option to modify the first entry and the changes should reflect to all other days). An added bonus will be the ability to select specific days to be repeated.	√		
2.4.23	Ability of software to print and generate electronic confirmation receipt and Terms & Conditions to be emailed to customers.	√		
2.4.24	Ability of software to assign more than one General Ledger account to a reservable FEE and/or registration to separate the revenues collected.	√		GL Accounts are tied to the Fees (as opposed to the Reservable). A reservable can be assigned multiple fees - each to a different GL Account.
2.4.25	Ability of software to handle more than one rate with different effective dates.	√		
2.4.26	Ability of software to allow automatic selection of appropriate rate for a reservation based on at least the reservable area, activity type, customer type, status (student, staff, faculty), day of week, and time of day used.	√		
3. REGISTRATIONS				
ITEM	REQUIREMENT	YES	NO	COMMENTS
3.1	General (Programs & Classes)			
3.1.1	Ability of customer to search programs including name, type, level, prerequisites, restrictions, program capacity, equipment required, instructor names, extra fees, account contact info, and method of registration.	√		
3.1.2	Ability of staff to search classes/daycamps including, the class dates, location, class capacity, start/end times, registration dates and time, min/max class sizes, instructor, student info, facilities, topics, view program online, reservable online, class description, keywords, season.	√		
3.1.3	Ability of software to allow staff/administrators to create and maintain a fee via batch process (if a course fee changes, the administrator can change fees without having to change the fee individually in multiple places).	√		ACTIVE Net includes a batch change feature that allows bulk changes to fees. Department can update with administrator permissions.

3.1.4	Ability of software to copy/duplicate existing courses - so that courses with similar details do not have to be entered again.	√		
3.1.5	Ability of software to "roll-over" programs from season to season. For example, all of the information and attributes for this year's summer camp programs will be automatically re-used, re-created and transferred to next year's summer camp as new programs. This prevents the need to re-enter repeated data.	√		
3.1.6	Ability of software to configure minimum & maximum age fields for course registration as required or not required.	√		
3.1.7	Ability of software to make the "age" a required entry field during registration on how old the registrant will be at the time of the class, a specified date by staff, such as an "age by" date since sometimes the age limit is not tied to the start of the program but rather by a specific date.	√		
3.1.8	Ability of software to block out dates for County holidays and exclusion dates and have the system adjust program dates. Holidays shall be adjustable by location.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
3.1.9	Ability of software to reserve facilities automatically from within the registration module while setting up programs (e.g., without having to launch the facilities scheduling module).	√		
3.1.10	Ability of software to block the time, including daily, weekly, bi-weekly, monthly, first week of month, and last week of month type of flexibility (e.g., every "Sunday" for 6 months; every first "Sunday" for six months).	√		
3.1.11	Ability of software to automatically prevent duplicate registrations.	√		
3.1.12	Ability of software to automatically restrict, alert and prevent staff from registering a customer if the registration is occurring before the in-person registration date.	√		
3.1.13	Ability of software to store emergency contact information including, but not be limited to, name, address, phone number email address of the contact person.	√		
3.1.14	Ability of software to automatically determine the number of classes that were full and/or overbooked during a season.	√		
3.1.15	Ability of software to allow staff with proper granular permission to handle anonymous group registrations (e.g., John Doe reserves 10 spots for a group but does not know the names of the people who will be attending at the time of registration).	√		
3.1.16	Ability of software to automatically prevent customers from registering for the same classes held at the same time or different times if they have completed them.	√		
3.1.17	Ability of software to display special requirements (e.g. "Note: Youth Soccer age 8 to age 10").	√		
3.1.18	Ability of software to handle withdrawals/cancellations (for a single customer or all customers of a class) from courses including tracking of withdrawal reasons (table driven option), sending withdrawal/cancellation email confirmation, administrative fees, refunds.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
3.1.19	Ability of software to support and create wait-listing if a registration for particular program/class is full. Allow automatically/manually moving customer from waiting list to roster, deleting customer from waiting list, updating class roster, confirmation pages.	√		
3.1.20	Ability of software to track multiple extra course fees (e.g. supplies).	√		
3.1.21	Ability of software to allow staff to create, edit, and save new programs.	√		

3.1.22	Ability of software to allow staff to copy program details to a new program.	√		
3.1.23	Ability of software to allow customers to search for programs online by keyword. Ability of software to allow staff users to search by use of wildcards.	√		Customers can search online by keyword – staff users search by program name or other filters. Wildcard searches are supported.
3.1.24	Ability of software to allow staff to activate/inactivate programs.	√		
3.1.25	Ability of software to allow staff/administrators to enter and edit program description and notes.	√		
3.1.26	Ability of software to allow staff to enter minimum and maximum class size and automatically display a message when the selected class registration is full.	√		
3.1.27	Ability of software to store the number of configurable seats available for online registration vs. in person or phone in registrations. Ability of software to allow staff/administrators to designate how many spots can be registered online, and how many for in person or phone in registration.	√		
3.1.28	Ability of software to allow staff/administrators to configure if a program is available for online registration or in person only.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
3.1.29	Ability for software to store and display a program picture.	√		
3.1.30	Ability of software to allow staff to enter text/notes for non-required material fees such as swim suits/trunks for swim lessons, golf clubs/balls for golf lessons.	√		
3.1.31	Ability of software to categorize a program by age group.	√		
3.1.32	Ability of software to allow staff to categorize a program by program name, program type.	√		
3.1.33	Ability of software to set residency restrictions (Non-resident, Residents only).	√		
3.1.34	Ability of software to allow staff to configure a set of work flow questions to walk a customer through the reservation/registration process, and the subsequent questions to appear based on the answers to previous questions.	√		
3.1.35	Ability of software to allow staff with proper permissions to perform class withdrawal and/or transfer management.	√		
3.1.36	Ability of software to allow staff to select a configurable payment option such as full, partial, or payment plan for program/day camp and will also be able to apply a discount code or waive fees entirely.	√		
3.1.37	Ability of software to automatically alert staff/customer in real time if required fields on any entry forms are missing data during registration process.	√		
3.1.38	Ability of software to provide program/class information in a calendar view (e.g., Daily, weekly, monthly).	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
3.2	Customer Online Registration Process			

3.2.1	Ability of software to allow customer to search and sort through catalogue based on a variety of catalog fields, including: Course topics, title, availability, waitlist, location, geographical area, dates/times and course schedule.	√		
3.2.2	Ability of software to allow customer to automatically see a listing of all class offerings by location. The Class information shall have the following data fields, but are not limited to: description, location, date/time, prerequisites, skills, age requirements, costs, instructor, seat availability.	√		
3.2.3	Ability of software to allow customer to see an overview of all County locations and facilities that has class offerings as a list on the website and/or on an interactive map.	√		
3.2.4	Ability of software to allow customer to 'zoom'/click on a specific class via a listing or on an interactive map to view class attributes, e.g., id, status (open, postpone, closed/full, or not reservable), payments (full, partial, none), equipment's provided/required (customer provide - list equipment, instructor provide), level of difficulties (beginners, intermediate, advance), prerequisites (none, class No./Name), length (minutes, hours, days), adult accompanied (yes/no), facility contact information.	√		
3.2.5	Ability of software to allow customer to register class in advance. Admin staff can configure advance date range.	√		
3.2.6	Ability of software to allow customer to check class offerings including a day of week (Su,Mo,Tu,Wr,Th,Fr,Sa), time of day (Morning, afternoon, evening), season (Winter, spring, summer, fall), and date range.	√		Time of day is expressed in a range of hours
3.2.7	Ability of software to allow customer to view search results as grid/table format. Information display includes class name, days, time, online open, season, fees.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
3.2.8	Ability of software to automatically generate unique registration confirmation number printed onto the receipts, and automatic e mail to customer.	√		
3.2.9	Ability of software to allow customer to use their receipt confirmation number or their name to search and view their registration. Display a list if search results are more than 1, and display more information when a list item is selected.	√		Customer must be logged into their "My Account"
3.2.10	Ability of software to store customers' answers in regards to specific program/class questions such as "Can you swim 100 meters?" If the customers' answers is 'No', or do not meet certain criteria, the registration will automatically be denied.	√		In this example we would prefer to make a required Waiver statement that they have to accept before completing the transaction.(eg. "I hereby affirm that I can swim 100 meters.")
3.2.11	Ability of software to allow customers to enter or select when registering that their family member is taking the class/program.	√		
3.2.12	Ability of software to allow staff to configure the "reservation reasons" in a data table/form and automatically provide a reason when an online registration cannot be completed.		√	Reason codes for error messaging pertaining to online reservations are hardcoded. These are not available in table format or have the ability to be modified.
3.2.13	Ability of software to notify customer that there may be an additional charge payable, e.g. course material, transportation fees.	√		
3.2.14	Ability of software to display all applicable fees based on information provided by the customer.	√		
3.2.15	Ability of software to provide a check box for customer to acknowledge and accepts the rules/conditions before completing the registration.	√		
3.2.16	Ability of software to automatically flag an online transaction as 'not complete' until required fees are fully paid or a payment plan option is selected.	√		Online the customers must pay in full, or accept a payment plan option. There is no "mail you a check/pay later" option.
ITEM	REQUIREMENT	YES	NO	COMMENTS

4. ACCOUNTS MANAGEMENT				
4.1	General			
4.1.1	Ability of software to allow authorized staff to add new departments/agencies.	√		
4.1.2	Passwords shall be encrypted and masked when displayed or typed, If a user forgets their password, they will automatically have full control to recover/reset/change it.	√		
4.1.3	Ability of software to staff/administrators to configure enforcement of account login and password expiration (e.g. every 90 days). Password expiration are applied to all customers and County users.	√		Customer passwords only expire if they are system generated. Once a customer has set their password we do not expire it on them.
4.1.4	Ability of software to automatically conduct audit trails of all account activities by internal users.	√		
4.1.5	Ability of software to protect from un-authorized login attempts (aka brute-force) by automatically locking users account e.g. after 3 unsuccessful login attempts within a configurable timeframe.	√		
4.1.6	Ability of software to automatically logoff an account after e.g., 10 minutes of inactivity.	√		
4.1.7	Ability of software to automatically allow administrators to enable/disable/delete users accounts.	√		Cannot delete once used in a transaction – only Retire (prevents any further use of that account, and does not show up in current lists).
ITEM	REQUIREMENT	YES	NO	COMMENTS
4.1.8	Ability of software to automatically restrict internal users to a particular module or sub-modules.	√		
4.2	For Customers			
4.2.1	Ability of software to allow customers to create and edit their own accounts. Customer shall get an email notification regarding new account setup and required password changes, and will have full permissions to manage their password restore/change/reset. An added bonus would be to also have a "forgot username" process in addition to just "forgot password".	√		Our best practice is to force the customer to use an email address as their Username. This reduces the number of potential duplicate accounts. If you allow usernames, there is a "forgot username" option.
4.2.2	Ability to allow customers to view their profile, and registration and reservation transactions history, along with pending payments, required permits.	√		
4.3	For Staff			
4.3.1	Ability of software to allow authorized staff/administrators to create and edit another staff's accounts. Account holders shall get an email notification regarding new account and required password change and will have full permissions to manage their password restore/change/reset.	√		Creating and editing User accounts is a permission associated to the user profile.
4.3.2	Ability of software to allow staff to update a customer's account information	√		
4.3.3	Ability of software to allow staff/administrators to enable/disable and/or red flag customer accounts and add comments to customers' records. Red flags and comments are only viewable by staff.	√		
4.3.4	Ability of software to allow staff to create new organization as a customer with organization name, address, telephone number.	√		

ITEM	REQUIREMENT	YES	NO	COMMENTS
4.3.5	Ability of software to allow staff to make customer account active or inactive.	√		
4.3.6	Ability of software to allow staff to modify organization information.	√		
4.3.7	System automatically checks for possible duplicate database entries when adding new records, and if found, displays an appropriate warning message (e.g., "Login name is being used by another account. Please specify a unique email address to be used as login name").	√		On the Administrative side, the system will advise of potential duplicate if there is an exact match on: First Name, Last Name, Gender and Date of Birth.
4.3.8	Ability of software to allow staff to provide configurable customized alert messages that appear on screen when certain accounts, individuals, families, organizations, facilities, programs are accessed.	√		
4.3.9	Ability of software to allow staff to designate (or modify) one individual as primary contact for a family or organization (this person is the one responsible for the account).	√		
4.3.10	Ability of software to allow staff to merge customer accounts information from duplicate records (e.g., the same person has been accidentally entered into the database twice).	√		
4.3.11	Ability of software to allow staff to flag customers. (e.g., Freeze customers or add informative pop-up message such as "Has had 4 NSF checks in the past 6 months").	√		
4.3.12	Ability of software to allow staff to assign skills set level (Karate beginner, Tennis intermediate, or Beginner Swim Test Passed) for a customer for certain programs registration.	√		
4.3.13	Ability of software to allow administrators to view and print a list of staff accounts by full name, location assigned, last login date/time, account status, and their system login name.	√		2 reports – one for listing, one for usage
4.3.14	Ability of software to allow staff to process refunds, voids, chargebacks, with appropriate security level.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
4.3.15	Ability of software to automatically conduct audit trails of all account activities by internal users.	√		
5. REPORTS				
5.1	Printed Receipts & Permits to Customer			
5.1.1	Ability of software to provide print and email option of various customer receipts based on the type of transaction (Reservation, Registration, POS including vehicle entrance fees).	√		
5.1.2	For all customer receipts, include a unique receipt number, customer's name, payment type (if card, display last 4 digits only), listing or itemized each items sold/purchased (reservables and/or registrations), their amounts, items paid, and a grand total paid and outstanding balance (if any).	√		
5.1.3	Ability of software to provide customer and staff print options of various receipts based on the type of transaction (Reservation, Registration, POS including vehicle entrance fees).	√		

5.1.4	For all staff receipts for camping, day use, special events, POS payment receipts include, a unique receipt number, customer's name, payment type (if card, display last 4 digits only), listing or itemized each items sold/purchased (reservable payments), their amounts, items paid, revenue code, payment type (cash, check, credit), payment date and time, payment location, staff name.	√		Everything except "Revenue Code". This is available internally, but not presented on the Receipt. Not specifically designed for campsite reservations.
5.1.5	Ability of software to print a receipt to be placed inside vehicle dashboard showing customer number/id, reserved sites, arrival & departure dates, and any added amenities (sewer and/or electric hookups). The texts size should be configurable.	√		Receipts are printable as 8 1/2" x11" pages which the County agreed is an acceptable format.
ITEM	REQUIREMENT	YES	NO	COMMENTS
5.1.6	Ability of software to process POS vehicle entrance fees.	√		Further business discussion required.
5.2	On-Site (Operational) Reports			
5.2.1	Ability of software to print list of customers arriving/on-site/departing for a specified location and date range (sorted/filtered by location, site number, customer name)	√		Report can be generated to create a list of customers expected during a specified date range.
5.2.2	Ability of software to print a list of available sites that accommodate (equal to or greater than) a specified R.V. width/length.	√		This list is not currently available via a report but can be generated on-screen and screen captured for this purpose.
5.2.3	Ability of software to allow staff to print the same reservation/registration confirmation that customer received in their email.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
5.2.4	Ability of software to generate a 'Pending Payment(s)' report showing all transactions (reservations and registrations) with outstanding payment due.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
5.2.5	Ability of software to generate Summary report of reservations by location and date range.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
5.2.6	Ability of software to generate site revenue summary report showing site location, deposit, fee amount, fees paid, refunds.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
5.2.7	Ability of software to generate Duplicate Customer Account Report showing customers and organizations information that maybe a duplicate records.	√		There is also a "Customer Consolidate" tool where you can actively search for duplicates and merge them.
ITEM	REQUIREMENT	YES	NO	COMMENTS
5.3	Transactional Reports			
5.3.1	Ability of software to generate an ad-hoc transactional report dashboard or form/screen view based on location and date parameters, displaying the following fields, but are not limited to: Transaction number, Customer Name/ID, type (Reservation/Registration), location, site information (number and description), by staff, activity date/time stamps, payment type (Credit/Debit card, e-check, cash), fully paid or pending, allowing re- order of fields, add and remove available fields, columns sorting and filtering, printing, emailing, and export report to an Excel, text or PDF format.	√		ACTIVENET Insights – Ad Hoc reporting – Financials Domain Please see Appendix H: Sample Standard Reports for additional details.
5.3.2	Ability of software to generate list of fees by specified location (rate schedule).	√		Separate report for each module, can be filtered by location 'site'.

5.3.3	Ability of software to generate a report listing refund transactions issued by staff, by date or range of dates.	√		
5.3.4	Ability of software to generate a list of transactions by location and date parameters which have a balance due.	√		
5.3.5	Ability of software to generate a list of cancelled reservations or registrations by location and date range.	√		
5.3.6	Ability of software to generate summary report of campsite usage by location, by facility within the location and by month.	√		Facilities, Equipment and Instructors usage can be reported on the Resource Utilization Report.
5.3.7	Ability of software to generate summary report of special events by location, by facility within the location, by site within the facility and by month.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
5.3.8	Ability of software to generate list/roster of attendees for an event.	√		
5.3.9	Ability of software to generate Cashier's Close-Out or Reconcile Report, with reasons to support shortages and overages.	√		
5.4	Special Use/Special Events/Group Day Use Reports			
5.4.1	Ability of software to generate Upcoming Event Report that lists all the County scheduled events based on a date parameter.	√		As long as the event is tied to a Facility. All events are tied to a facility per the County.
5.4.2	Ability of software to generate a Summary report showing the number of events (by type) at location and site within location for a given date range.	√		As long as the event is tied to a Facility. All events are tied to a facility per the County.
5.4.3	Ability of software to generate events detail/summary report including attending people, location, facility at a location and site within location for a given date ranges.	√		As long as the event is tied to a Facility. All events are tied to a facility per the County.
5.4.4	Ability of software to generate and configure an ad-hoc columns and rows formatted 'Instructor Contract Agreement'. Fields to include: Instructor name, ID, course number, description, class date/time, cost per registrant, required equipment/materials, comments.	√		
5.4.5	Ability of software to generate and configure a list of customizable conditions associated with special use and special event reservations.	√		As long as the event is tied to a Facility. All events are tied to a facility per the County.
5.4.6	Ability of software to generate and configure a columns and rows formatted 'Deposit Form' to record money deposits taken from customers for an event. Fields to include: Customer name, ID, event number, description, date/time, and amount received, cash/check/credit, comments. This form can also be used later to request a full/partial refund.	√		As long as the event is tied to a Facility. All events are tied to a facility per the County.
ITEM	REQUIREMENT	YES	NO	COMMENTS
5.5	Program Reports			
5.5.1	Ability of software to generate Class roster for each class showing the following fields, but are not limited to: class name, facility name, facility site name, number enrolled, class date and time, customer name, phone number, email address and enrollment status. Ability of software to generate Pending Payments report showing the	√		

5.5.2	following fields, but are not limited to: Class Name and number, customer name and number, fee description, and the amount owed.	√		
5.5.3	Ability of software to generate Registration Utilization Summary report showing number of registrations versus space available.	√		
5.5.4	Ability of software to generate Registration Setup Report via adhoc reporting and export to spreadsheet, with the details of the program/class setup to streamline supervisors ability to verify and double check what data fields that had been inputted or data entered by staff.	√		There is a report, but it does not have all of the possible fields. There is the ability to create an Activity overview report or export activity table to .csv.
5.6	Miscellaneous/Ad-Hoc Reports			
5.6.1	Ability of software to create ad-hoc reservation and registration dashboard reports from screen views by selection criteria and parameters, and available data fields in the system). User shall be able to re-order the fields, sort and filter columns, save, print, email, and export to Excel, text or PDF format.	√		ACTIVE NET data can also be accessed using Public APIs to further extend interface capabilities and deliver seamless automation among business systems. Reports can be run on an ad- hoc basis and can be exported in CSV or XLS format. Data is accessible in JSON through ACTIVE Net RESTful API. Additional API integration needs would have to be assessed within a separate
ITEM	REQUIREMENT	YES	NO	COMMENTS
				SOW to determine integration, maintenance and ongoing cost of API integration. In addition, our APIs can be used to generate highly interactive Dashboards using external Dashboard tools like Microsoft PowerBI.
5.6.2	Ability of software to allow staff to run any report with a scheduler.	√		
6. MISCELLANEOUS/OTHERS				
6.1	General			
6.1.1	Vendor to provide County a QA environment to be used to validate all system configurations prior to moving to Production.	√		Live and Trainer sites are included. The Trainer site can be refreshed from the Live site at any time.
6.1.2	System must be secured, and protected against any compromises (viruses, malwares, adware, back door intrusions)	√		
6.1.3	Ability of Software to provide Single Sign-On capability to access all the functional modules based on the user permission levels.	√		SSO within the application, Insights Tool, Connect App. ActiveNet does not support LDAP or AD integration for the staff portal. SSO is possible on the end- user portal using Shibboleth .
6.1.4	Ability of vendor to provide the means to aid in the migration/upload of system's data.	√		
6.1.5	Ability of System to configure County's Webpage Header/Footer to display Call Center Phone number, and links such as lacounty.gov, Site FAQ, Site Map, Language, Privacy Policy, User Rights, Accessibility, Disclaimer.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS
6.1.6	Ability of software to automatically calculate and re-calculate applicable fees for all transactions and updates/changes made. Display subtotals and grand totals on shopping cart, and check out pages.	√		

6.1.7	Ability of software to allow drop down selection of date, time, and currency to ensure a consistent format. Or, if manual entry, convert to the following suggested format. Date = mm/dd/yyyy Time = 00:00am/pm Currency = \$00.00	√		
6.1.8	Ability of system to provide user friendly indicator, when search and/or any system response (page loads, print jobs, calculations) takes more than the normal average response time such as 5 seconds.	√		
6.1.9	Ability of software to allow customer to have an option to return to 'Continue Shopping' even while on the shopping cart or check out page.	√		
6.1.10	Ability of software to automatically date/time stamp every reservation/registration transaction creation and modification.	√		
6.1.11	Ability of system to provide a secure transmission of credit card information (name, number, expiration date, verification codes), for online payment processing.	√		
6.1.12	Contractor should have Cyber Security Liability Insurance.	√		
6.2	Dashboards			
6.2.1	Ability of software to provide real time summary information dashboards. Ability of software to support a dashboard view or have a dashboard feature to perform the following: 1) Summary of all reservation/registration/POS activities including vehicle entrance fees, online and in person. Allow drill down to see details. 2) Summary of incoming, departing, no shows, checked in, transactions and activities. 3) Summary of pending approvals/tasks based on the staff login credentials with drill down to see details such as refund approvals. 4) Summary of follow up items such as 'full payments required', 'security deposits needed', 'documents/verifications submission needed'. 5) Print & email presentation and module components from the dashboard.		√	Data from ACTIVE Net can be extracted from the system using automated exports and APIs to be used with 3rd party tools (PowerBI) to create highly visual and interactive Dashboards. ACTIVE Net insights will include dashboards based on existing reports in 2018 and beyond. However the dashboard is designed as BI tool and not a "real-time" dashboard. The data is will be refreshed in estimated 1 to 3 hour time intervals.
6.2.2	Ability of software to allow staff or administrators to customize and save their own dashboard view preferences by turning on/off via table or screen driven options including data presentation items (grid, charts, tables, and indicators)		√	Dashboards will be released into the ACTIVE Net Insights tool in 2018
6.2.3	Ability of software to allow dashboard to be configurable on the frequency of refresh rates. Else, ability of software to refresh dashboard every 5-10 minutes.		√	Dashboards will be released into the ACTIVE Net Insights tool in 2018. The data is will be refreshed in estimated 1 to 3 hour time intervals. OKAY
6.2.4	Ability of software to allow administrators to configure what tools are available to each user group or individual.	√		Dashboards will be released into the ACTIVE Net Insights tool in 2018
6.2.5	Ability of software to select various chart type such as bar, pie or chart for dashboard presentation.		√	Dashboards will be released into the ACTIVE Net Insights tool in 2018
6.2.6	Ability of software to allow staff to view and print reservation information by what is not booked and/or what is booked.	√		Dashboards will be released into the ACTIVE Net Insights tool in 2018
6.2.7	Ability of software to provide filter and search capability on presentation areas/grids.	√		Dashboards will be released into the ACTIVE Net Insights tool in 2018
6.3	Alerts			
ITEM	REQUIREMENT	YES	NO	COMMENTS

6.3.1	Ability of software to allow updates to the description of particular sites, to show additional information on screen when customer selects those sites. (E.g. notice of construction 50 feet away, electricity/water/sewer temporarily out of service, playground being repaired, and restroom w/no hot water)	√		Updates can be added to a description field for reference to additional information the County wants the customer to be aware of. There are however no automatic popups/alerts for showing the information stored in the description field(s).
6.3.2	Ability of software to automatically send customer a reminder when there is a pending payment(s) due.	√		
6.3.3	Ability for staff to create and modify site descriptions, and assign it as public.	√		
6.4	Fees			
6.4.1	Ability of software to batch process configurable fees with the following fields, but are not limited to: Fee Unique Code, Description, Category, Type, Start Date, End Date, GL Code, Fund Code, Hour/Day rate, Amount. Only fees associated with the particular transaction type can be used when making reservations/registration for a site/class.	√		ANET uses batch processes to change fees All of the fields listed are available.
6.4.2	Ability of software to allow staff to assign multiple revenue code(s) or GL Codes to each fee.	√		
6.4.3	Ability of software to maintain historical fee records.	√		Changing Fees do not effect the fee charged on old transaction records. Will need to look back at transactions manually to see how fees have changed over time.
6.4.4	Ability of software to issue/process a full or partial refunds.	√		
6.4.5	Ability to audit transactions.	√		This occurs when running the daily cash out process.
ITEM	REQUIREMENT	YES	NO	COMMENTS
6.4.6	Ability of software to allow County staff to update a transaction's payment status, if it was paid with Check, and was returned with Non-Sufficient Funds (NSF), payment denied due to closed account, and log the transaction with any additional surcharges.	√		
6.4.7	Ability of software to accept multiple payment types on a single transaction (e.g., customer pays part of the transaction with both cash and credit card.)	√		
6.4.8	Ability of software to charge a configuration amount for (e.g. \$33) NSF Service Charge.	√		
6.4.9	Ability of software to charge administrative fees for cancellations, withdrawals, or too many changes/moves such as more than 3 allowed.	√		Too many changes fee would not be automatically applied.
6.4.10	Ability of software to allow staff to add, edit, configure, track and view void and refund reasons via screen or report.	√		
6.4.11	Ability of software to allow staff to charge an administration fee for any type of refunds.	√		
6.4.12	Ability of software to allow County staff to apply qualifying discounts or surcharges.	√		
6.4.13	Ability software to allow staff to close and balance out the payments they received each day that they work.	√		

ITEM	REQUIREMENT	YES	NO	COMMENTS
6.5	User Configurable Data			
6.5.1	Ability of software to have configurable unused or ad-hoc data fields in each data table, where authorized eRESERVATION Administrators can configure them for capturing and storing of addition information (e.g.customer defined fields)	√		You can add "Custom Questions" to any type of transaction except a POS Item sale (this is on the roadmap).
6.5.2	Ability of software to have a location specific set/list of configurable rules (e.g., Standard Payment Terms & Conditions, Check in/out requirements, Usage rules) that could be either printed to hand to customers or sent via email as part of the confirmation notice.	√		Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
6.5.3	Ability of software to configure minimum & maximum night stay/reserve by particular Departments, locations, facilities, and/or by sites. Allowing override only by authorized admin staff. (e.g., Parks & Rec requires a minimum of 2 nights at its RV Campground, while Beaches and Harbors only requires 1 night stay at their RV park.)	√		Per facility, Per facility type. Not specifically designed for campsite reservations. Use Active Net Facility Module for configuring campsite reservations.
6.5.4	Ability of software to allow system administrator to configure the maximum number of campsites, rooms, classes that customer can reserve/register.	√		You can set "max number of reservations per day per customer" – at the Facility or Facility Type level.
ITEM	REQUIREMENT	YES	NO	COMMENTS
6.5.5	Ability of software to allow staff to configure/add a list miscellaneous required items needed for a reservation/registration to be complete. For example: 1. Jumper Insurance 2. Security Guards 3. Alcohol Permit 4. Loud Music Permit	√		
6.5.6	Ability of software to capture and configure all County holidays, with added capabilities to setup closing/open during holidays per location/sites, and add/edit holiday fees.	√		
7. CUSTOMER SERVICE				
7.1	General			
7.1.1	Vendor should have a designated personnel such as, but is not limited to, an Implementation Specialist and related Technical/Training Specialists to assist with the implementation process, and a designated Account or Support Manager in post- implementation where County can have direct contact and support.	√		
ITEM	REQUIREMENT	YES	NO	COMMENTS

7.1.2	Notify County via email, text messaging, bulletins, of any schedule and un-scheduled maintenance/support, patch, security, and software updates, even if maintenance and updates will not impact County operations.	√		
7.1.3	Vendor to provide an online customer information website/page (Contact Us [phone & email] & FAQs) and technical help desk phone number and email address for both County staff and public customers to contact when in need of service during County business of 08:00am to 6:00pm Pacific Standard Time, and allow customers and staff to leave a voice or email messages after business hours, with immediate email feedbacks/responses and call backs within 24 hours.	√		
8. SERVICES				
8.1	Implementation Services			
8.1.1	Vendor is required to migrate all data from the current system to the new Service, configure/setup the new system, provides necessary training, and implementation preparation for go-live.	√		We cannot migrate "all" data – so further business discussions should be held to determine the scope of data migration. We have Data Migration service offerings and SOWs to assist in this.
ITEM	REQUIREMENT	YES	NO	COMMENTS
8.2	Professional Services			
8.2.1	<p>Project Management: For each County Department or project, Vendor shall provide project implementation management services from project start (kick off) to completion.</p> <ol style="list-style-type: none"> 1. Vendor shall host a project kick off meeting with stakeholders as a meet and greet and to mark the start of the project. 2. Vendor shall provide a project plan, including project schedules and implementation details, and host weekly or bi-weekly meeting to discuss issues and update County project stakeholders. 3. Vendor shall manage and execute all project deliverables according to the project plan/schedule to ensure all configurations and requirements are completed, QA tested, and accepted (sign off by County). 4. Vendor shall work with County to launch the accepted software. 	√		1. Pro Services (consultant and PM) will go onsite to kick off services with a Business Process Review. Financial review, IT needs, project goals, risks, and project schedule are the objectives of this meeting.
8.2.2	<p>Training: Vendor shall conduct formal training for all County staff in the following training courses, but are not limited to:</p> <ol style="list-style-type: none"> 1. System configurations – At the start of the project (prior to initial go-live), vendor shall provide one instructor lead training session for County system owner on adding new departments/agencies, or creating new department/agencies/data tables and fields, along with various high level configurations such as turn on/off certain modules or sub-modules, setting or creating other owners or super administrators. 2. Administrator functions - At the start of the project (prior to initial go-live), vendor shall provide instructor led online training sessions to roughly 100-150 County administrators, 	√, √, With additional cost		2. Training for the core project team is included. Anyone outside this group can be trained by ACTIVE at an additional fee. The use of ACTIVE's LMS system is included as part of the package and does not require additional fees.

Exhibit I

ITEM	REQUIREMENT	YES	NO	COMMENTS
	<p>at 20-30 users per session on adding/editing new users, reservables, programs, classes, fees, ad-hoc requirements, reports.</p> <p>3. Internal users/operators. – At the start of the project (prior to initial go-live), vendor shall provide instructor led online training sessions to roughly 200-300 County internal users, at 20-30 users per session. These are field operators or office staff that use the system to conduct daily online and in person businesses for making RV/Camping/Facility reservations, Programs/Classes/Leagues registrations, collecting fees.</p> <p>4. New Departments/Agencies – As an on-going basis, vendor shall provide online training to new departments/agencies staff covering all items in bullet two and three above.</p> <p>5. Training Materials – Vendor shall provide each trainee all required/necessary training materials for each course.</p>	<p>√, With additional cost</p> <p>√, With additional cost</p> <p>√, generic training materials will be given.</p>		<p>3. Training for the core project team is included. Anyone outside this group can be trained by ACTIVE at an additional fee. The use of ACTIVE's LMS system is included as part of the package and does not require additional fees.</p> <p>4. Training for the core project team is included. Anyone outside this group can be trained by ACTIVE at an additional fee. The use of ACTIVE's LMS system is included as part of the package and does not require additional fees.</p> <p>5. Generic training material is required on the main system workflows. Modifications are to be made by the customer as needed</p>

CONTRIBUTION AND AGENCY DECLARATION FORM



Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.



Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Active Network LLC, Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000, Atlanta, GA 30326

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

 - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

 - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
-

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.



Contribution and Agent Declaration Form

- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of this contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
None		
None		
None		

*Please attach an additional page, if necessary.



Contribution and Agent Declaration Form

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
None			
None			
None			

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, **Kevin Farmer** (Authorized Representative), on behalf of **Active Network, LLC** (Declarant Company), at which I am employed as **Vice President**(Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signed by:
Kevin Farmer
24FD0E659C7F49D...
Signature

10/2/2025 | 7:28 AM CDT
Date

INDIVIDUAL BIDDERS OR APPLICANTS

I, **K e v i n F a r m e r**, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signed by:
Kevin Farmer
24FD0E659C7F49D...
Signature

10/2/2025 | 7:28 AM CDT
Date

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management

safeguards and common controls in place or those planned for meeting the County's information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.
Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.
The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.
The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. **PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to

a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. **CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. **SHARING COUNTY INFORMATION AND DATA**

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. **CONFIDENTIALITY**

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives

a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. **PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. **OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer

email CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurman
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Privacy Officer:

Vicky Santana
HR Manager
320 W Temple, 7th Floor
Los Angeles, CA 90012
(626) 588-5142

Departmental Information Security Officer:

Ken Ngoy
Dpt. Information Security Officer
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5011

Departmental Chief Information Officer

Terence Davis
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 681-3030

- b. Include the following Information in all notices:

- i. The date and time of discovery of the Incident,
- ii. The approximate date and time of the Incident,
- iii. A description of the type of County Information involved in the reported Incident, and
- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. **NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. **AUDIT AND INSPECTION**

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same

upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$ 10 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber

liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty- four (24) hours implement the Contractor's Business Continuity

Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot

do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).

- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

EXHIBIT L
COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Proposer shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1). Will County data be encrypted in storage?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2). Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3). Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4). Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5). Will County data be stored on remote servers*? <small>* Cloud storage, Software-as-a-Service or SaaS</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Vikas Nayar

Proposer Name

Sr Vice President, IT

Proposer Official Title

VIKAS NAYAR

Official's Signature

THIRD PARY PRODUCTS

The following applications below are supported for use with ActiveNet:

1. ACTIVENet Admin Portal (AUI) Microsoft Windows: Windows 10 and 11
2. ACTIVENet Workstation Services (WSS): version 1.2.30 or later
3. Adobe Reader: 11.0.06 or later (noted that Fargo DTC printers do not support Adobe Reader)
4. Browsers: Microsoft Edge Browser: latest version
5. Google Chrome: latest version (Note: please use the Chrome browser to view ACTIVENet Insights)
6. Virtual Environments unsupported

DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles (“County”) to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the [Web Content Accessibility Guidelines](#) (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines [WCAG](#) 2.1:** Version 2.1, developed by the W3C. Web Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.
- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines ([WCAG](#)) Overview for an introduction and links to WCAG technical and educational material.

Digital Accessibility Requirements

A. Websites and Web Applications

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 [WCAG](#) 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 [WCAG](#) 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.
- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.

- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

E. Third-Party Applications

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

F. Exceptions

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.
Example: Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.
Example: An old PDF report from 2015 available on the website for historical reference.
- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).
Example: Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).
Example: A personalized benefits statement accessible only to a particular employee.
- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.
Example: A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

G. Monitoring and Enforcement

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.



**Chief
Information
Office**

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

12/9/2025

SUBJECT:

CONTRACT FOR THE ELECTRONIC RESERVATIONS AND REGISTRATIONS SYSTEM (eRES)

CONTRACT TYPE:

☐ New Contract ☒ Sole Source ☐ Amendment to Contract #:

SUMMARY:

The Department of Parks and Recreation (DPR) is requesting delegated authority to execute a sole source contract for eReservation software and subscription services with Active Network, LLC (ActiveNet) for a two year term with an additional one year extension option and an additional month-to-month option for up to six months for use by the public to make reservations of County facilities, amenities and participation in County sponsored programs and activities. DPR is further requesting authorization to increase the annual Contract Sum up to an additional twenty percent of the total fixed contract amount, during the contract term, including the additional option periods, to allow for increase in services, updates to system or process requirements/functionalities, and additional interfaces or equipment and to decrease the Contract Sum as necessary to reflect unforeseen reductions in services and/or budget reductions.

On June 19, 2019, the Board approved a contract with ActiveNet for the Electronic Reservations and Registrations System (eRES) and Implementation Services based on a solicitation conducted by Internal Services Department in collaboration with DPR and the Department of Beaches and Harbors (DBH). This new system replaced the Los Angeles County Activities Reservation and Registration System (LACARRS). Since DPR and DBH are the only departments currently using ActiveNet, DPR has taken the lead in negotiating the new contract with ActiveNet and will be responsible for the administration of the contract. Maintaining continuity with the current eRES system will provide sustained revenue to the County, and preserve access to County user data, profiles, County facility listings, use fees and events, avoiding disruptions to County users and County operations. The recommended actions will also allow the County time to conduct a workflow analysis, which includes investigating the capabilities of ActiveNet and evaluating the workflows and business goals of the County.

The Contract scope of services includes requirements for project planning and management, support and access to existing products, training, operation and maintenance services, Quality Control and Assurance Plans, and Service Level Agreements (SLAs).

Contract Amount: \$573,720 The requested authorization to increase the maximum Contract by 20 percent is exercised.

**CONTRACT FOR THE ELECTRONIC RESERVATIONS AND REGISTRATIONS SYSTEM
(eRES)**

FINANCIAL ANALYSIS:

Active Network, LLC Contract costs:

Ongoing Annual Costs:

Year 1 Software & Subscription Services.....	\$	136,600 ¹
Year 2 Software & Subscription Services.....	\$	136,600

Subtotal Ongoing Costs:.....\$ 273,200

Optional Costs:

One year extension.....	\$	136,600
Month-to-month extension.....	\$	68,300
Additional Work @ \$175/hr, with a limit of \$18,000.....	\$	18,000 ²

Subtotal Optional Costs:.....\$ 204,900

Total – Contract Sum.....\$ 478,100

20% Contingency \$ 95,620³

Total – Maximum Contract Sum..... \$ 573,720

Notes:

¹ Annual subscription services is increasing to \$136,600 with DPR paying 80% and DBH paying 20%. DPR will invoice DBH through a DSO monthly for their usage.

² Additional work needed and approved by DPR or DBH will be billed at a fixed hourly rate of \$175.

³ 20% contingency for increase in services, updates to system or process requirements/functionalities, and additional interfaces or equipment.

The service fee for credit card/debit card transactions will increase from two and half (2.5%) to three percent (3%) per transaction. The service fee for electronic checks will remain the same at half a percent (0.5%). These percentages are applicable to the total amount of the transaction. The service fee rates will remain the same for the entire contract term and will not increase, including the extension options.

**CONTRACT FOR THE ELECTRONIC RESERVATIONS AND REGISTRATIONS SYSTEM
(eRES)**

Risks:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs of the eRES business users. The Project Director is Terence Davis, DPR's CIO and the Project Manager will be Stephany Huynh-Rivera; ActiveNet Administrator.
2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies. These include termination or suspension for convenience, default, improper consideration, insolvency, and non-appropriation of funds; Service Credits have been established if the system availability defined in the SLA is not met.
3. **Information Security Review.** The information technology security risk was analyzed by DPR's Information Security Officer and the County Information Security Officer. The project was assessed as medium risk due to the vendor-stored login credentials, therefore, compliance with the County's user authentication standards is pending. DISO must determine if an exception to MFA Standard v1.7 is required. The vendor's SOC2 Type 2 or acceptable equivalent is also pending receipt. To mitigate, the vendor must implement compliant MFA within three months of contract execution, to safeguard login credentials. Vendor must also provide a copy of their organization's SOC22 Type 2 report or equivalent. The proposed contract includes Technology Professional Liability Errors and Omissions Insurance for at least \$10 million per occurrence and Cyber security insurance of \$10 million, reducing risk.
4. **Contract Risks** – County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:



STEPHANIE TODD, DEPUTY CHIEF INFORMATION OFFICER

11/13/2025

DATE

APPROVED:



PETER LOO, CHIEF INFORMATION OFFICER

11/13/2025

DATE



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Attachment III

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 30, 2025

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn

FROM: Norma E. García-González
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A NEW SOLE
SOURCE CONTRACT WITH ACTIVE NETWORK, LLC**

The purpose of this memorandum is to comply with Board Policy 5.100, Sole Source Contracts, regarding contracting policy requirements for sole source contracts. The County of Los Angeles (County) Department of Parks and Recreation (LA County Parks), in collaboration with the County of Los Angeles Department of Beaches and Harbors (DBH), intend to enter into negotiations for a new sole source contract with Active Network, LLC (ActiveNet) for the continued use of the County-wide Electronic Reservations and Registrations System for use by the public for County facilities, amenities, and participation in County programs.

BACKGROUND

On June 11, 2019, your Board approved a contract with ActiveNet to provide a Software as a Service (SaaS) solution for a County-wide Electronic Reservations and Registrations System (eRES). eRES replaced the Los Angeles County Activities Reservation and Registration System (LACARRS) with an enterprise-wide SaaS solution for use by County departments for their public patrons to make online reservations for many of the County's available amenities such as camp/RV sites, pools, picnic shelters, and beach sites, and to register for the many outdoor and indoor County-sponsored activities as well as to pay for these amenities, services, and activities with credit cards, debit cards, and electronic checks.

The Internal Services Department (ISD), working in collaboration with LA County Parks and DBH, the initial user-departments, issued a Request for Proposal (RFP) on January 11, 2018, Bid Number 104681 for the eRES Software Solution and Implementation Services. Based on the evaluation of the proposals, ActiveNet was the highest ranked proposer.

The intent was for the new eRES system to become an enterprise Software as a Services (SaaS) for County-wide use. However, as no additional user-departments subscribed to use the eRES SaaS, LA County Parks and DBH continue to be the only two County departments that utilize the system.

The initial term of the contract was four years, commencing June 11, 2019, with two one-year option periods and a six month-to-month extension period, for a total term of six years, and six months. ISD subsequently exercised the two one-year option periods and LA County Parks and DBH requested ISD to exercise the six month-to-month extension, in order for LA County Parks and DBH to complete negotiations for a new contract. The existing contract will expire on December 10, 2025. If approved by your Board, DBH and LA County Parks intend to negotiate a new contract to commence on December 11, 2025, for an initial term of two years, with a one-year option period, and a six month-to-month option period, for a total contract term of three years and six months.

Since the eRes system did not become the County-wide enterprise solution, as initially intended, and LA County Parks and DBH continue to be the only user-departments, ISD has removed itself from leading the solicitation process for a new contract. In anticipation of the contract expiration of the existing ISD contract, the responsibility of the solicitation and administration of a new contract was handed to LA County Parks, working collaboratively with DBH.

SOLE SOURCE JUSTIFICATION

During LA County Park's and DBH's planning process for a new contract, the departments determined that running a competitive solicitation for a new contract could result in a new eRES replacement system should ActiveNet not be the highest rated proposer. This will be costly, time consuming, and have a negative impact on the thousands of County users (County staff and public) who utilize the system for online reservations, registration and payment for use of County facilities, amenities, and participation in County programs. Therefore, it is in the best interest of the County to negotiate a new sole source contract with ActiveNet for the following reasons:

- **Startup Cost Savings.** There was a startup cost of approximately \$300,000, which included a one-time implementation service fee of \$213,000 and a one-time hardware cost of \$71,000. This cost will be avoided by the two Departments

should a new agreement be negotiated with ActiveNet. Furthermore, by negotiating a new agreement with ActiveNet, instead of competitively soliciting for a new system, the anticipated startup cost savings achieved will be greater than \$300,000, as it is likely that the startup costs for these services will be higher given the overall increases in the cost of living and the cost of goods and services since the solicitation for the current agreement was conducted. Given the state of the County budget and the budgetary curtailments that County departments have had to endure, and will likely continue to endure, departments are faced with achieving and realizing cost savings as much as possible.

- **Fully Integrated in Department Operations.** The current eRES system has been fully integrated into the two Departments' administrative and field operations and replacing the current system will result in a negative impact on County services, including, but not limited to, new software set up costs, software implementation and data migration, County staff re-training, new interfacing, access to services, and program attendance. There is also an extensive operational impact as staff will have to migrate user data (approximately 500,000 total registered users), facility information, facility use fees and staff fees, and other information to a new system; and retrain County staff.
- **Significant Staff Hours Invested.** LA County Parks and DBH have spent countless staff hours (estimated over 16,000 staff hours) operationalizing and integrating the system into the Departments' field operations by: uploading rentable facilities, staffing fees and rental fees, and other information to the eRES system; training staff; and creating training and informational materials. Negotiating a new sole source contract with ActiveNet will allow the two Departments to continue full functional operations without disruption of service of online reservations and registrations made by the public for use of County facilities, amenities, and participation in County programs.
- **Workflow Analysis and Enhancements.** The recommended sole source agreement will also allow the County to conduct a workflow analysis of the ActiveNet system. This includes investigating the capabilities of ActiveNet and evaluating the workflows and business goals of LA County Parks to incorporate ActiveNet functions more completely into our daily operations; enhancements would be delayed, potentially by years, if the County runs a competitive RFP and identifies a new system, in lieu of the new sole source contract.

CUSTOMER SERVICE TRAINING

During the recommended term of the contract, the County will prioritize providing ActiveNet system user training to the public, in order to enhance overall customer experience. The user training will be provided in multiple languages, both online and in-person throughout LA County. Training topics will include, but not limited to, ActiveNet account registration, reservation for facility rental and registration for program participation.

CONCLUSION

A new sole source agreement with ActiveNet is essential to ensure continuity of services and avoid adverse financial and operational impacts. Transitioning to a new system would require the County to incur new startup costs in an amount likely to exceed \$300,000, for the purchase of new software and hardware. In addition, a system change will have operational impacts, including extensive hours retraining County Staff on the new system utilization, time-consuming user data migration and a loss of efficiency as workflow analysis are adjusted. Maintaining the current system with ActiveNet will preserve existing efficiencies, reduce the budget, and support uninterrupted public service delivery.

Pursuant to Board Policy 5.100, Sole Source Contracts, LA County Parks and DBH will proceed with negotiations of a new sole source contract with ActiveNet, unless otherwise instructed by your Board, within the next 30 days. LA County Parks and DBH will work closely with County Counsel during the contracting process. If negotiations are successful, LA County Parks will return to your Board for approval of a new contract.

If you have any questions, please contact me at (626) 588-5337 or you may contact Malou Rubio, Administrative Deputy at (626) 588-5293.

NEGG:AB:MR
RL:AW:MG:rc

- c: Executive Office, Board of Supervisors (E. Yen)
Chief Executive Officer
County Counsel
Park Deputies (G. Duran-Medina, R. Fox, D. Gonzalez, F. Lopez, E. Martinez, S. Nemer)
Beaches and Harbors Deputies (G. Duran-Medina, J. Yang, A. Ordower, K. Cross, A. Corey)

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Montessa Duckett

Chief Executive Office

Date