



Recreation and Parks Commission Agenda Statement
Meeting Date: November 19, 2025
Agenda Heading: New Business

TITLE:

Contract with Recreation Technologies, Inc. for \$231,000 to Replace Existing Registration and Reservation Software Systems.

RECOMMENDATION:

1. Recommend the City Council to authorize the City Manager to execute a contract with Recreation Technologies, Inc. for \$231,000 for a four-year term.
2. Recommend the City Council to authorize the City Manager to increase the contract agreement with Recreation Technologies by \$6,310 for a total contract amount of \$237,310 to include facility public signage and point of sale hardware readers.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total cost for implementation and post implementation of the new Recreation Technologies Inc. software for the first four years is approximately \$237,310. The contract cost of \$231,000 includes an annual subscription rate of \$54,000 and a one-time implementation & training cost at \$15,000. Implementation includes unlimited onsite and/or remote training days, complete data configuration and transfer by the Rec team, and design and brand collaboration. The total set up cost is estimated at \$6,310. This would include 9 point of sale hardware readers at \$350 per terminal, 30 18x18"- court, field, and rink signs at \$60 per sign, and 34 9x9" rec facility and picnic rental signs at \$40 per sign. Staff will be requesting City Council to appropriate additional funds for this implementation as the current recreation software, Civic Rec had an annual contract rate of \$14,250. The City of El Segundo is currently under contract with Civic Rec through July 31, 2026.

BACKGROUND:

Civic Rec/Civic Plus LLC has been the Recreation, Parks, and Library department's software solution for reservations and registration since 2017. It is a vital component of the department's day-to-day operations, providing services such as facility reservations, activity and event registrations, memberships, point-of-sale functions, league management, customer communication, and reporting.

The recreation software allows users to view program and facility offerings, register and pay for programs and rentals online and in person, and track payments, history, schedules, and memberships. Staff use the software system to view program rosters,

view facility calendars, reconcile financial data, run instructor reports, and process point of sale items. The software system is a key element to the Department's successful operations and growth.

Over the last year, Recreation staff have been evaluating options for replacement of its current registration software system and participated in multiple demonstrations from Tyler Technologies, Xplor Recreation, Kaizen Labs, and Recreation Technologies. Throughout the demonstrations, staff were looking for a software system that is more mobile, user, and staff friendly. Ultimately, Recreation Technologies emerged as the front-runner.

DISCUSSION:

Over the past year, Recreation Staff have been evaluating options for replacement of its Recreation software system. Numerous options were discussed and ultimately, Recreation Technologies solution was determined as the best fit. Over the last few months, Rec Tech has provided numerous virtual meetings and demonstrations for Recreation staff. In addition, we held an in-person meeting with Recreation Management, our IT Department, and Finance Department to ensure Recreation Technologies meets the City's requirements for a replacement Recreation software.

The search for and selection of a replacement software system typically requires a formal bidding process— an extended process involving significant staff resources and costs. An alternative to this approach allows the City Council to approve certain exceptions to competitive bidding requirements. Specifically, El Segundo Municipal Code § 1-7-9 © (Exceptions to the Bidding Requirement) authorizes the City Council's to waive competitive bidding based on certain findings or through the cooperative use of a competitive bidding procedure that another local, state, or federal government agency has fulfilled within the last five years.

Staff identified a request for proposal (RFP) issued by the City of Menifee, California, to select a replacement for its current registration software. El Segundo has nearly identical software requirements as listed in their RFP, including activity registration, customer management, facility availability and reservations, membership management, sports league management, instructor management, volunteer management, search capabilities, marketing and outreach, payments and refunds, transactions and merchant fees, point of sale, financial reporting, and non-financial reporting.

Civic Rec has been utilized by the City for eight years, and there have been several areas where the program has lacked internally and externally. Technology and workflow with recreation software systems have advanced over time, but Civic Rec has not had significant enough upgrades. Recreation Staff believe Recreation Technologies will be able to bring the best overall experience for our staff and users.

Recreation Technologies Software Recommendation

November 19, 2025

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Below is a list of some of the enhanced functional components we observed from Recreation Technologies compared to our current Civic Rec system.

- Pre-registration wish lists and an easy and quicker registration experience.
- Public-facing facility calendars that demonstrate available reservation times, unavailable reservation times, and reserved courts/lanes/facilities.
- Enhanced payment processing including mobile payment options (Apple and Google Pay) and mobile card readers.
- Mobile user-friendly website and interface

While still relatively new to Recreation Software, Recreation Technologies has been able to create a large network of cities already using, or are in the process of moving to Recreation Technologies. Locally, Recreation Technologies is heavily used by Torrance, was recently implemented in Malibu, and is in the process of undergoing contract in Hermosa Beach. For reference purposes staff contacted various agencies that have either implemented or are in the process of implementing Recreation Technologies, as well as users of the other demos we received. Staff was able to collect valuable insights and lessons learned that would serve us well during implementation.

If the agreement with Recreation Technologies is approved by the City Council, staff will work closely with Recreation Technologies representatives to schedule the timing for the implementation to be completed prior to Summer Registration. Implementation of Recreation Technologies will consist of phases including discovery and planning, configuration and building, staff training, and community engagement. Furthermore, the tentative schedule calls for a launch of the new software to take place in February of 2026, with an option for a phased rollout approach.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and maintain quality infrastructure and technology

Strategy B: Seek opportunities to implement the use of innovative technology to improve services, efficiency, and transparency.

Goal 3: Deliver solution-oriented customer service, communication, diversity, equity, and inclusion

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

PREPARED BY: Linnea Palmer, Recreation Manager

REVIEWED BY: Joseph Lormans, Aquatics Manager

APPROVED BY: Aly Mancini, Director of Recreation, Parks, and Library Department

ATTACHED SUPPORTING DOCUMENTS:

1. Recreation Staff Software Rating Scale
2. City of Menifee RFP
3. Rec Technologies X El Segundo Proposal

Feedback Rating Scale

Internal Processes and Staff Tools

How would you recommend these features for El Segundo's use

<p>Easy to use course building feature Course rollover, membership discounts, material fee add-ons, and scholarship</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Staff friendly facility calendars Features class integration, mass bookings, and accessible visibility</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Easy to use league management Features standings, schedule, score input, schedule and bracket generation, and manager portals for notices</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Accessible payment devices and features Apple Pay, quick event payment features, scanning, waiver signatures</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Program Management Check in/out features, program to parent communication, and document/prompt upload</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>User Friendly and fast mass communication features</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Easy to use Instructor Portal Course notifications, access to emergency contacts/rosters, and invoices</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Membership Capabilities. Multiple zip codes qualify for different resident memberships, option for automated renewals on some memberships, and document uploads for residency verification</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Detailed reporting functions Features can include residency reports, reservation #s, report on types of reservations, residency #s, and revenue reports</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>The program offers an easy to use survey feature</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>
<p>Event ticketing & wristband sale features</p>	<p>DON'T RECOMMEND</p>	<p>NEUTRAL</p>	<p>HIGHLY RECOMMEND</p>

Optional Feedback

If you have any further comments or feedback from the demo, please comment below.

Feedback Rating Scale

Public Processes and External User Experience

How would you recommend these features for El Segundo's use

Personalized and easy to use website # of clicks for searching & # of clicks to checkout	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Mobile friendly	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Public Viewing Features Facility reservation calendars, communication, site maps/pictures, league portals	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Upload and Verifying document features IDs, bills for residency, waivers/forms, & COIs	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Account management features Account duplication & verifying residency	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Membership Management Multiple zip codes for residency cards, able to add to wallet, automated punch cards with reservations	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Easy to use league portals Viewable schedules, standings, manager portals, document uploads	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Easy to use help features	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND
Easy to use payment features At the front desk, from portable laptops or ipads offsite, and from their personal devices	DON'T RECOMMEND	NEUTRAL	HIGHLY RECOMMEND

Vendor Experience

Extensive Recreation experience	STRONGLY DISAGREE	NEUTRAL	STRONGLY AGREE
Other clients in the local market	STRONGLY DISAGREE	NEUTRAL	STRONGLY AGREE
Ability to adapt features to client's needs/ takes requests	STRONGLY DISAGREE	NEUTRAL	STRONGLY AGREE

Optional Feedback

If you have any further comments or feedback from the demo, please comment below.

**CITY OF
MENIFEE:
REQUEST
FOR PROPOSALS
(RFP)**

NO. 2025-07

**RECREATION SERVICES
MANAGEMENT AND
REGISTRATION
SOFTWARE**



December 2024

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REQUEST FOR PROPOSAL (RFP) SUMMARY INFORMATION

The City of Meniffee is seeking proposals from qualified firms to provide a **Recreation Services Management and Registration Software**. The City seeks a fully qualified and experienced firm (Proposer) to provide counsel, supplies and services relating to the installation and implementation of a comprehensive software that will allow for class/program registration, facility reservations, membership management, sponsorship management, point of sales, outreach and marketing, and financial and non-financial reporting. Firms should have a track record of empowering mid to large scale jurisdictions.

Proposals will be received by the City of Meniffee, hereinafter called the "City", via electronic submission through the City's PlanetBids' Vendor/Bidding Portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Mailed, faxed or hand delivered proposals will NOT be accepted. Proposals must be submitted electronically on the PlanetBids Vendor/Bidding Portal website and accompanied by required forms and attachments to be considered.

All questions regarding this Request for Proposal (RFP) must be submitted via the City's PlanetBids portal (Q&A Section). No questions will be answered that are mailed or e-mailed to the Project Manager or other City Staff. Additionally, prospective vendors may be disqualified if they contact any City employee other than Finance Department/Purchasing Division.



TIMELINE/IMPORTANT DATES



PROJECT TIMELINE:

TIMELINE	DATES
RELEASE OF REQUEST FOR PROPOSAL	December 16, 2024
DEADLINE FOR SUBMISSION OF QUESTIONS All questions must be submitted via the PlanetBids vendor portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=41576	Must be received by: January 16, 2025 Time: <u>3:00 pm Pacific Time</u> Responses to questions will be posted no later than January 20, 2025
DEADLINE FOR PROPOSALS <u>ALL PROPOSALS MUST BE SUBMITTED VIA THE PLANETBIDS VENDOR PORTAL AT:</u> https://www.planetbids.com/portal/portal.cfm?CompanyID=41576	On or before February 3, 2025 Time: <u>3:00 pm Pacific Time</u>
DEMONSTRATIONS (TENTATIVE)	February 19, 2025
INTERVIEWS (TENTATIVE)	February 26, 2025
COUNCIL/CITY AWARD DATE (TENTATIVE)	April 2, 2025

The Bidders are responsible for checking the Purchasing website for notice of intent to award at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>

PROPOSAL REQUIREMENTS & INSTRUCTIONS

The firm must submit one (1) electronic copy of the RFP via the City's PlanetBids' Vendor/Bidding Portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576> to respond and conform to the overall RFP requirements.

Proposal shall be typed and submitted on 8 1/2" x 11" size paper and up to a TOTAL **page limit of forty-five (45) pages** (NOT INCLUDING dividers, transmittal letter, Table of Contents, and required forms). Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposal should be brief, clear and concise. Mailed, hand delivered, or faxed proposals will NOT be accepted.



SUBMITTAL REQUIREMENTS: The proposal shall include the following:

ITEM #	DESCRIPTION	REQUIRED WITH PROPOSAL RESPONSE
1	Cover Page/ Letter of Introduction	X
2	Experience and Qualifications of the Firm	X
3	Key Personnel/Staffing	X
4	References	X
5	Cost Proposal & Acceptance of Proposed Agreement (Attachment A)	X
6	Technical Specifications & Requirements (Attachment A.1)	X
7	Insurance Requirements (Attachment B)	X
8	Insurance Requirements Acknowledgement/Certification (Attachment B.1)	X
9	Certification of Non-Collusion (Attachment C)	X
10	Previous Contract Performance & Litigation Statement (Attachment D)	X
11	Acknowledgement of Emissions and Climate Pollutant Reduction Senate Bill 1383 (Attachment E)	X

Please see below for specific requirements of each item listed above.

1. Cover Page/ Letter of Introduction:

Proposals must be signed and include a letter of introduction along with the individual/firm name, website, address, telephone number, email, and name of the person authorized to submit the proposal, along with the person's title. If the individual/firm operates from more than one location, please specify the office to which this project will be assigned. Identify all sub-consultants that will be involved.

2. Experience and Qualifications of the Firm:

Firms must describe the qualifications possessed to perform services under this engagement. Include information about pertinent prior experience, number of years the firm has been in business, specialized expertise.

No work may be subcontracted, nor assigned, without prior written approval of the City. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding those firm(s) qualifications.

3. Key Personnel/Staffing

Please also include the names, qualifications, and experience of personnel to be assigned to the project during the specified project timeline and indicate what role these individuals will play in the project. Identify the principal and other key personnel and outline their experience in managing projects similar in nature to the proposal.

4. References

Experience with California local municipalities should also be identified by providing three (3) client references for which the proposer has provided similar services. References shall include the date and description of the service, project location, completion dates, organization's name, contact person, title, address, and telephone number.

5. Cost Proposal & Acceptance of Proposed Professional Services Agreement:

(Attachment A) Provide a proposed schedule of total fees proposed for the components of the scope that you are submitting a proposal for and a listing of estimated other direct costs. All costs pertaining to the implementation and maintenance are to be itemized. The City will evaluate proposals based on the "Total Cost to Implement (TCI)" and the "Total Cost to Operate (TCO)." TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus ten (10) years of annual maintenance or SaaS service fees.

In addition to the key areas listed above, Consultant shall also respond to the list of Software Requirements provided below:

The Proposer's implementation pricing must identify all costs required to include:

- Software Licensing Cost/Hosting Costs/SaaS
- Implementation Services

- Project Management
- Software configuration, installation, and testing
- Data conservation and migration
- Interface development
- Training and documentation
- Go-Live
- Travel

The Proposer’s ongoing maintenance and support pricing should clearly identify the annual cost for ten (10) years to include:

- Maintenance
- Support
- Post Implementation Evaluation Report (PIER) and Additional Training

Include a statement regarding whether the City’s standard consultant agreement is acceptable as is, or whether any modifications would be proposed (INCORPORATED AS PART OF ATTACHMENT A, COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT).

Proposals must be signed by representatives of the company who have the authority to bind the company to its provisions. The proposal or a letter accompanying the proposal must state that the quote remains valid for a period of at least ninety (90) days.

6. Technical Specifications/Requirements: (Attachment A.1) Required and highly desired functions and features (Must be completed and returned in Excel format with accompanying proposal). Describe the technical and management approach to providing the Services to the City. Proposer should take into account the Scope of the Services, goals of the City, and general functions required when providing responses to the questions.

7. Insurance Requirements (Attachment B)

8. Insurance Requirements Acknowledgement/Certification (Attachment B.1)

9. Certification of Non-Collusion
(Attachment C) (Required for Subconsultants as well)

10. Previous Contract Performance & Litigation Statement:
(Attachment D) (Required for Subconsultants as well)

11. Attachment E: Acknowledgement of Emissions and Climate Pollutant Reduction Senate Bill 1383 (Attachment E)

Proposals shall be prepared and submitted at the respondent’s sole expense. All proposals will become the property of the City of Menifee and will not be returned. There will be no public bid

opening. Only one Proposal is to be submitted by each Firm. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer. The City reserves the right to negotiate mutually acceptable service-related conditions, including cost. By submitting a proposal, the responding firm represents that it has thoroughly examined and become familiar with the work required in this RFP and that it is capable of performing quality work to achieve the objectives of the RFP.

ADDITIONAL INSTRUCTIONS:

RFP documents are available on or after the date mentioned herein (see Timeline/Important Dates) on the Vendor/Bidding Portal website, <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Respondents shall first register as a vendor and then log in to the PlanetBids Vendor/Bidding Portal to search for this project and download the RFP documents. If Respondent experiences problems viewing this website, contact PlanetBids support online <http://home.planetbids.com/tech-support> or by phone at (818) 992-1771.

Addenda:

Any City of Menifee changes to the requirements will be made by a written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Menifee will not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of oral instructions.

Firm shall acknowledge receipt of the addendum/addenda (if any) within Attachment A (Cost Proposal & Acceptance of Proposed Agreement/Contract) in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive. All addenda will be available on the City's PlanetBids' Vendor / Bidding Portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>.

City Contact:

All questions and /or inquiries regarding this RFP (post-RFP submittal deadline (i.e., RFP selection status, etc.) shall be submitted directed to:

City of Menifee Finance Department (Purchasing)
Jennifer Dominguez, Purchasing & Contracts Specialist
Email: jdominguez@cityofmenifee.us

Questions/inquiries before the submittal deadline must be submitted via the City's PlanetBids portal (Q&A Section). No questions will be answered that are mailed or e-mailed to the Project Manager or other City Staff.

Clarifications:

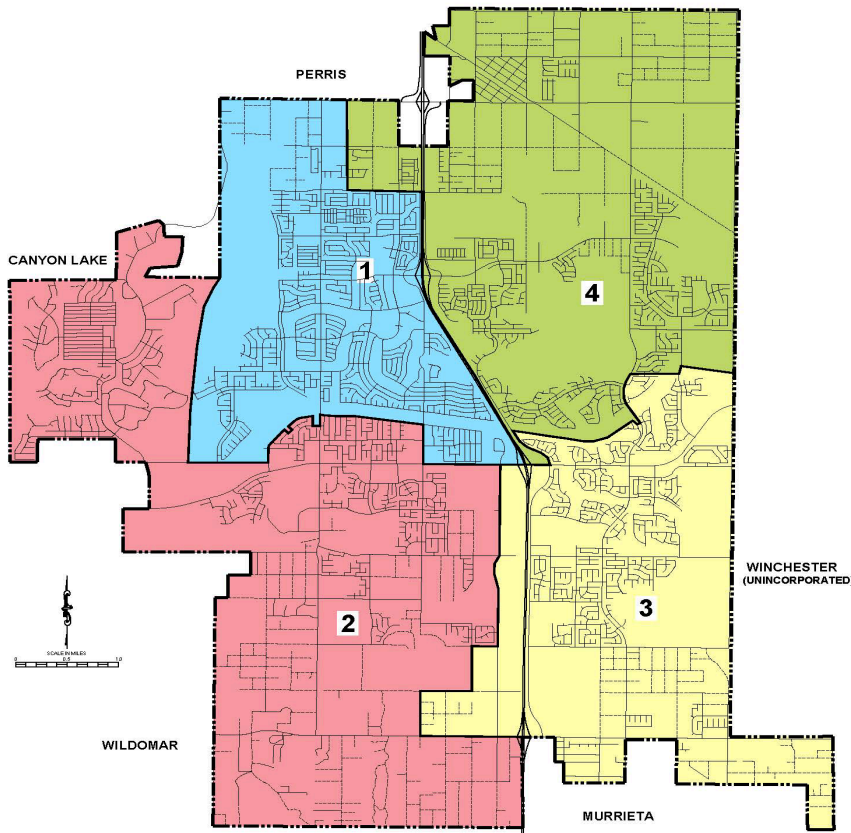
Should a prospective firm require clarifications regarding the RFP, the firm must submit questions directly via the City's PlanetBids portal (Q&A Section) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City of Menifee will issue a

written addendum clarifying the matter(s). The written addendum will be posted via the City's PlanetBids' Vendor / Bidding Portal.

Please see "Timeline/Important Dates" found herein for Clarifications request due date.

ABOUT US

The City of Menifee, located within Southwest Riverside County, CA is one of the region's fastest growing communities. Menifee is a vibrant, new City of more than 100,000 residents who enjoy a pleasant year-round climate, abundant recreational offerings, reasonably priced housing and convenient proximity to some of Southern California's premiere attractions and employment centers. Within its 50 square miles, Menifee's business, retail and entertainment outlets are starting to shape the community's character and this growing economic base is also contributing favorably to the City's strong financial position. Menifee's growing family-oriented population values the City's ongoing commitment to public safety, community events and smart growth for the future. All of these elements are working together to support the City's strategic vision to make Menifee one of the state's most promising new cities.



City of Menifee City Boundary & Districts

The City of Menifee operates as a general law city. Its government composition includes four (4) districts and a mayor. The City incorporated on October 1, 2008 as the 26th city in Riverside County. It is located south of the City of Perris, north of the City of Murrieta, west of the City of Hemet, east of the City of Lake Elsinore and near or adjacent to the unincorporated communities of Winchester, Romoland, and Homeland.

**BUILDING A
SAFE,
THRIVING &
PREMIER
PLACE TO BE!**



SCOPE OF WORK & DETAIL

The City of Menifee is seeking to procure and implement a recreation software that will meet the City's current requirements and allow for growth to meet future needs. The City is interested in a software to satisfy activity and class registration, facility reservations, sports league management, outreach and marketing, point of sale, and financial and non-financial reporting. The City is also interested in the associated hardware (such as card readers, POS units, etc.) that are required to utilize the software.

The city offers and has created numerous programs and services that are offered to its residents. The program and service categories are as follows

- Contract Classes (Registration, Fees, and Instructor Payments)
- Tiny Tot and Youth Classes and Summer Camps
- Sport Leagues Registration
- Facility Reservations
- Field Reservations
- Special Event Scheduling
- Recreation Memberships
- Aquatics (Memberships, classes, and private lessons)
- Senior Programming (Memberships, classes, events)

The current software is used to register participants for classes and programs, manage facility and field rentals, and process point of sale transactions. It is anticipated that the annual transactions for this fiscal year will exceed \$500,000.

The existing annual transactions include:

- Over 800 activities offered
- Approximately 9,000 monetary and non-monetary transactions processed
- More than 550 facility and field reservations, including non-monetary internal rentals

Approximately 90 employees and 1,600 residents use the current software. Modules used include administration, online registration for classes facility reservation, point of sale, customer account membership, scheduled payments, catalog export, custom financial and non-financial reports, and advanced database management.

Scope of Service

The City is searching for a software solution that meets the key functions performed by the department. The selected consultant shall provide a Recreation Management Software and all services necessary to fully implement the product, including adequate training and post-implementation user support.

The proposed software solution shall meet these key areas:

- Activity Registration
- Customer Management
- Facility Availability and Reservations
- Membership Management
- Sports League Management
- Instructor Management
- Volunteer Management
- Search capabilities
- Marketing and Outreach
- Payments and Refunds
- Transaction and Merchant Fees
- Point of Sale
- Financial Reporting
- Non-Financial Reporting

The City has identified the requirements below as being key components of the new software. Software requirements are in the subsequent section, TECHNICAL SPECIFICATIONS (Attachment A2).

Training, Setup and Technical Support

The City requires training in the use of any software, assistance with the setup procedures to establish a new workable database, and support for any technical assistance requests in a timely manner. Including updates, modules, expansion, etc.

Activity Registration

The City uses a distributed approach for course and activity management. Each park or facility supports all the functions including activity setup, registration, waitlist management, payments, instructor assignment and management, attendance, facility scheduling, etc.

Customer Management

The City has over 1,600 customers and organizations with new accounts being regularly added weekly.

Facility Booking and Reservations

The City rents rooms and spaces in facilities, picnic shelters, fields, and other designated areas. Each facility controls their specific indoor and outdoor rental locations. Administrative staff may schedule or access data remotely.

Instructor Management

City utilizes contract instructors for many of their classes. Internally, Menifee employees refer to these as "contract classes." Instructors have individual contracts that specify their scope of services and how they will be paid. Instructors will have access to the software to access current class information, rosters, or attendee information.

Memberships

City utilizes memberships for various activities included but not limited to annual memberships to the Cities skate park. The City would like to use a membership feature for access to various recreation programs and facilities.

Marketing and Outreach

The City plans to use the software for email and SMS text messaging services to notify participants for important notifications, reminders, and marketing purposes. Data may be exported for direct email. The City would like the use of automated calling with pre-recorded messages through the software platform.

Sports Leagues

The City plans to use the software for sport league management. Staff currently prepare team schedules and rosters through separate documents outside of the system. Staff would like to explore modules that allow for sport league schedule as well as team communication.

Volunteer Management

The City would like to be able to classify any volunteers by their certifications, levels of training, and track and report on volunteers.

Payments and Refunds

City staff with assigned user accounts will be able to take cash, card, and check payments for classes and services. Refunds should be processed in the payment method they were received.

Point of Sale

The Point of Sale (POS) module may be used for all sales through the City.

Hardware Requirements

The City welcomes Consultant recommendations on hardware requirements needed to work in concert with the software. This may include point of sale devices, badge/card readers, biometric devices, etc.

The successful Consultant shall provide a thorough and adequate software implementation timeline to achieve the City's goal of January 1, 2026 "go-live" date. The implementation methodology should include, at a minimum, the following task:

- Project Management Services
- Implementation Planning
- Software Installation, if applicable
- Initial training of administrative staff
- Software configuration
- Interface development for commonly used external software solutions
- Conversion development
- Testing approach

- Training plan
- Regular software updates, improvements, expansion
- Documentation
- Final Deployment and Go Live Support

AGREEMENT/CONTRACT TERMS, SELECTION PROCESS, & OTHER APPLICABLE REQUIREMENTS

AGREEMENT/CONTRACT TERM

The agreement/contract type will include a Not-to-Exceed firm fixed price. The contract duration is intended to be five (5) years with five (5) additional, optional renewal years.

SELECTION PROCESS

All proposals will be reviewed by a Selection Committee. The various selection criteria are summarized below. The City's final selection will not be dictated on any single factor including price. A firm may be eliminated from consideration for failure to comply with any of the requirements of this RFP, depending upon the critical nature of such requirements. Proposals will be evaluated on the criteria specified below:

1. Experience/Qualifications of the Firm (15 Points)

The years of experience in performing work of a similar nature; technical competence; experience working with public agencies, and particularly California municipalities; strength and stability of the firm.

2. Key Personnel/Staffing (10 Points)

The qualifications, and experience of personnel to be assigned to the project. Experience providing services similar to those requested herein.

3. References (10 Points)

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Services of this RFP. The quality of the references provided.

4. Technical Requirements & Technical Understanding (50)

The ability of the firm to provide all required technical functions. The ability of the firm to provide highly desired functions. Work Plan provided is clear and detailed and demonstrates ability to meet City's objective. Includes identified benchmarks and practices.

5. Cost Proposal (15 Points)

Detailed cost proposal for each of the main phases outlined in the Scope of Services in this RFP. Reasonableness of pricing and competitiveness of the amount compared with other proposals.

The City of Menifee reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

- The City will review proposals, check references and develop a short list of firms which will be recommended for consideration.
- The City will review the short list, interview if necessary, and make a determination.
- Upon composing the contract terms with the firm, the contract will be scheduled for City Council or City Manager review and approval.

Oral Presentation/Interview

Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Selection Committee. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The City of Menifee will schedule the time and location of these presentations. Oral presentations are an option of the City of Menifee and may or may not be conducted.

Standard Agreement

The City has provided a copy of the Standard Agreement (Exhibit A). Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Please note that the City will require the selected firm to enter into a Professional Services Agreement. The firm will be required to provide and maintain all of the insurances required by the agreement and a City business license. All insurances and related expenses shall be incorporated into the firm's proposal.

Pre-Contractual Expenses

The City of Menifee shall not, in any event, be liable for any pre-contractual expense incurred by Proposer in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing its proposal in response to this RFP
- Submitting its proposal to the City of Menifee
- Negotiating with the City of Menifee on any matter related to its proposal
- Any other expenses incurred by Proposer prior to date of award

Right to Reject All Proposals

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses

correspondence, proposals, reports, charts, displays, schedules, exhibits and other documentation or other information submitted to the City in response to this RFP will become the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into.

The specifications included within the scope of work are intended to be as detailed as possible; however, respondents shall not take advantage of omissions or oversights in this document. The successful proposer shall supply products or services that meet or exceed the requirements of this document.

Other

Severability: If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Right to Refuse: The City of Menifee reserves the right to retain a proposer it determines to be the most qualified (whether such proposer has submitted a qualifications statement in response to this RFP or not) without competition if such action is deemed to be in the best interests of the City of Menifee. There is no guarantee that any proposer deemed qualified through this RFP will in fact be awarded any services by the City of Menifee.

Secured Funding Disclaimer: The award of this project is contingent upon securing funding, in a future City Council approval and award of the Contract.

Collusion: A Certification of Non-Collusion must be submitted with the proposal, a copy of which is at the end of this RFP (Attachment C).

Assigning/Transferring of Agreement: Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the City of Menifee.



ATTACHMENTS & EXHIBITS:

DESCRIPTION	REQUIRED TO BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE	ATTACHMENTS	
Attachment A: Cost Proposal- Submitted in Excel <i>* This Excel sheet is the ONLY acceptable response, no other info will be accepted or considered.</i>	X		
Attachment A.1: Technical Specifics & Requirements- Submitted in Excel <i>* This Excel sheet is the ONLY acceptable response, no other info will be accepted or considered.</i>	X		
Attachment B: Insurance Requirements	X		
Attachment B.1: Acknowledgement of Insurance Requirements and certification of ability to provide coverages specified.	X		
Attachment C: Certification of Non-Collusion	X		
Attachment D: Previous Contract Performance & Litigation Statement	X		
Attachment E: Acknowledgement of Emissions and Climate Pollutant Reduction Senate Bill 1383	X		
DESCRIPTION	PROVIDED FOR REFERENCE PURPOSES		EXHIBITS
Exhibit A: Sample Software Services Agreement			

ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT

Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses. The City will evaluate proposals based on the "Total Cost to Implement (TCI)" and the "Total Cost to Operate (TCO)." TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five (5) years of annual maintenance or SaaS service fees.

The Proposer's implementation pricing must identify all costs required to include:

- Software Licensing Cost/Hosting Costs/SaaS (one-time, annual, subscription-based, per user, etc.)
- Fee model (Transaction based, percentage, revenue split, flat rate, etc.)
- Merchant Fees (Credit card, other)
- Implementation Services
 - Project Management
 - Software configuration, installation, and testing
 - Data conservation and migration
 - Interface development
 - Training and documentation
 - Go-Live
 - Travel
- Ongoing support and technical assistance
- Initial and ongoing training
- Upgrades and enhancement (additional modules, expansion, microtransactions)

The Proposer's ongoing maintenance and support pricing should clearly identify the annual cost for five (5) years to include:

- Maintenance and Support
- Post Implementation Evaluation Report (PIER) and Additional Training

**Firms fee schedule shall accompany the proposal as Attachment A
The Excel Sheet is provided as Attachment A. This Excel sheet is the ONLY
acceptable response, no other info will be accepted or considered.**

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEMENT WITH THE INDICATED STATEMENTS)

- The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Menifee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

- Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit A) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

Company Name

Address

City State Zip Code

() () _____
Telephone Number Fax Number

Company Type:

- Corporation Partnership Trust/Estate Limited Liability Company (LLC)
- Individual/Sole Proprietor or single member LLC Other: _____

Signed By

Print Name Title

ATTACHMENT A.1: TECHNICAL SPECIFICS AND REQUIREMENTS

This Section details the specific service level and software requirements desired by the City. For each section listed on Attachment A.1, please respond with Yes or No.

Firm Specifications shall accompany the proposal as ATTACHMENT A.1 The Excel Sheet is provided as Attachment A.1. This Excel sheet is the ONLY acceptable response, no other info will be accepted or considered.

ATTACHMENT B: INSURANCE REQUIREMENTS

CONTRACTORS AND/OR CONSULTANTS TO THE CITY OF MENIFEE (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			Each Occurrence	Aggregate
YES	WORKER'S COMPENSATION	Statutory	\$1,000,000	\$1,000,000
		Statutory	\$1,000,000	\$1,000,000
YES	EMPLOYER'S LIABILITY	Bodily Injury	\$1,000,000	\$2,000,000
		Property Damage	\$1,000,000	\$2,000,000
		Bodily Injury & Damage Combined	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	Bodily Injury	\$1,000,000	\$1,000,000
		Each Person	\$1,000,000	\$1,000,000
		Each Occurrence	\$1,000,000	\$1,000,000
		Property Damage	\$1,000,000	\$1,000,000
		Bodily Damage and Property Damage, Combined	\$1,000,000	\$1,000,000
Yes	Cyber Liability	Statutory	\$1,000,000	\$1,000,000
YES	ADDITIONALLY INSURED	THE CITY OF MENIFEE IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCILMEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.		

INSURANCE COVERAGE:

- ❖ A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- ❖ A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY
- ❖ DEDUCTIBLE AMOUNTS IN EXCESS OF \$25,000 REQUIRE CITY'S PRIOR APPROVAL.

INSURANCE CERTIFICATES:

- ❖ CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- ❖ UPDATED INSURANCE CERTIFICATES, AS NEEDED, MUST BE RE-SUBMITTED PERIODICALLY DURING THE PERIOD UNDER CONTRACT, INCLUDING ORIGINAL CONTRACT TERM AND ANY ADDITIONAL TERM EXTENSIONS.

ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- ❖ PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.
- ❖ CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.
- ❖ NOTICE OF CANCELLATION:
IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

DEPARTMENT OF FINANCE
CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586

ATTACHMENT B.1: ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, _____ (Print Name), the

(President; Secretary; Owner or Representative) of the

(Company Name or Corporation, or
Owner), certify that the Insurance Requirements set forth in Attachment B and the Proposed
Agreement have been read and understood that our insurance company(ies)

(Name(s) of insurance company(ies)) (is/are) able to provide
the coverages specified.

Signature of President, Secretary, Partner, Owner or Representative

Date

ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Menifee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
- (2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Printed Name and Title

Signature

Name of Firm/Company/Corporation

Telephone Number

Street Address

City, State, Zip

Email Address

Date

ATTACHMENT D: PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. *State "NONE," if none. Use additional sheets as necessary.*

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. *State "NONE," if none. Use additional sheets as necessary.*

LITIGATION HISTORY:

Check One:

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

ATTACHMENT E: ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SENATE BILL 1383

ACKNOWLEDGMENT OF SENATE BILL 1383 REGULATIONS

Senate Bill (SB) 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). The state defines "Organic waste" as food, landscape and pruning trimmings, lumber, wood, manure, cardboard, paper products, printing and writing paper, and other plant and animal-based products. These new regulations were finalized by CalRecycle on November 2020 and will take effect January 2022 Contractor shall use recycled products in performance of the services to the maximum extent doing so is economically feasible. Contractor shall provide a list of recycled product options to City Staff and await written approval once proposed alternatives have been deemed to meet or exceed specifications required to successfully complete the services mentioned herein. For information on SB 1383 is available on CalRecycle webpage <https://www.calrecycle.ca.gov/organics/slcp>

This is to acknowledge that we have read and agree to the Senate Bill 1383 (SB 1383) regarding CalRecycle Organics Regulations as set by the State of California.

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

EXHIBIT A: SAMPLE SOFTWARE SERVICES AGREEMENT

CITY OF MENIFEE

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, «Year» (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **CONSULTANT**, a California C Corporation (“Provider”). City and Provider may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.” In consultation with the California Public Contract Code, the California Labor Code, and other applicable laws relating to the performance of public work, the Parties agree that the services to be performed hereunder do not involve a “public work” as that term is defined in applicable law.

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Provider shall provide to City the services described in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein by this reference (the “Services”). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit “A”, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **START DATE** and shall end on **END DATE** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. This Section 1.1 shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Provider represents and warrants that Provider is a provider of first class work and services and Provider is experienced in performing the Services contemplated herein and, in light of such status and experience, Provider shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel.

a. All Services. Provider shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Provider shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. To the fullest extent feasible, Provider shall maintain a consistent staff and shall minimize staff changes or turnover on the Services. Provider shall keep a list of assigned personnel to the Services and shall provide such list to the City upon execution of this Agreement and later upon reasonable request.

b. Law Enforcement Services. If the Services are designed and procured for or on behalf of the Menifee Police Department, Provider shall comply with all applicable California Law Enforcement Telecommunications Services (CLETS) requirements including but not limited to requiring assigned personnel to undergo required background checks when directed by the City.

1.4 Time. Provider shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Provider's obligations hereunder.

1.5 Authorization to Perform Services. Provider is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Provider warrants that Provider (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Cyber Security Incident and Data Breach Notification: In the event of a cyber security incident or a data breach (each an "incident"), as such cyber security incident or data breaches are defined by applicable law, which may detrimentally impact City's information technology network, Provider will report said incident by the fastest means available and also in writing, within forty-eight (48) hours after Provider reasonably believes that there has been a such incident has occurred. The notification shall identify (a) the nature of the incident; (b) the data accessed, used, or disclosed; (c) the persons who accessed, used, disclosed, or received the data; (d) Provider's approach to quarantine or mitigate the incident; and (e) what corrective action Provider will take or has taken to prevent future incidents. Provider will provide daily, or more frequently where requested by City, regarding findings and actions performed by Provider until the cyber security incident has been effectively resolved to your satisfaction. Provider will quarantine the incident to ensure secure access to data, and repair the Services as needed to recover from the incident. Provider shall conduct an investigation of the incident and share the report of the investigation with City. After any significant incident determined in City's reasonable discretion to be catastrophic and material, Provider will at its expense have an independent, industry-recognized, City-approved third party perform an information security audit. The audit results shall be shared with City within seven (7) days of Provider's receipt of such results. Upon Provider receiving the results of the audit, Provider will provide City with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement. Section 5, Indemnification shall specifically apply to Claims (defined below) arising from cyber security incidents or data breaches which impact City's information systems network through Provider's network, system, or Services.

1.8 SOC Compliance. Where Provider is required by law to attain and maintain System & Organizational Controls ("SOC")¹ and SOC 2 compliance, or its equivalent, for the Services, Provider shall maintain such compliance for the duration of the Agreement, and shall provide a copy of Provider's SOC 1 Type 2 and SOC 2 Type 2 compliance reports to City within thirty (30) days of execution of the Agreement and annually thereafter within thirty (30) days of such reports being received by Provider.

1.9 City Policies. Provider shall comply with the City policy or policies attached hereto as Exhibit "B" and incorporated herein by this reference.

1.10 Change in Control. Provider shall provide written notice to City of major changes in control of Provider's enterprise including mergers, sales, and any other occurrence resulting in

a change of more than fifty percent (50%) of Provider's ownership or executives. City may, in its sole discretion, elect to terminate this Agreement pursuant to Section 8 hereof as a result of a change in control of Provider's enterprise.

SECTION 2. COMPENSATION.

City hereby agrees to pay Provider a sum not to exceed **\$XXX.XX** notwithstanding any contrary indications that may be contained in Provider's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit "A", regarding the amount of compensation, this Agreement shall prevail. City shall pay Provider for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Provider for the Services rendered pursuant to this Agreement. Provider shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Provider shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Provider shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Provider and each employee, agent, and subcontractor of Provider performing the Services hereunder necessary to complete the Services described in Exhibit "A";
- f. Receipts for expenses to be reimbursed;
- g. The Provider Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586
accountspayable@cityofmenifee.us

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Provider.

2.3 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Provider in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Provider submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.4 Hourly Fees. Fees for the Services performed by Provider on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit "A" (if applicable). When the Services involve fees on an hourly or other time-basis, Provider shall only perform such Services to thresholds approved in advance in writing by the Contract Administrator.

2.5 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.6 Payment of Taxes. Provider is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.7 Payment upon Termination. In the event that City or Provider terminates this Agreement pursuant to Section 8, City shall compensate Provider for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Provider shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

2.8 Service Level Commitment. This Section shall only apply to Services which involve the provision or availability of a network, system, platform, or other asset by Provider to City (each an "Online Asset"). In the event an Online Asset is unavailable to City in the percentages listed below, City shall receive the corresponding deduction from the compensation otherwise due to Provider for the Online Asset for the monthly payment following the unavailability. The service level commitment required by this Section 2.8 does not include unavailability of Online Assets due to regularly scheduled maintenance where written notice of the unavailability is provided by Provider to City at least twenty-four (24) hours before the unavailability.

<u>Percentage Unavailable*</u>	<u>Discount from Cost of Online Asset</u>
98% - 100%	None
90% - 97%	5%

80% - 90%	10%
75% - 80%	25%
74% and less	100%

*Decimals will be rounded to the nearest whole number.

In addition to the foregoing, Provider shall schedule and attend a quarterly service level review meeting with the Contract Administrator or designee. The Contract Administrator may consent in writing to cancelling any particular meeting or meetings.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Provider shall, at its sole cost and expense, provide all facilities, services, accessories, and equipment necessary to perform the services required by this Agreement. City shall make available to Provider only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Provider’s use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, internet, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Provider, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Provider has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Provider shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Provider’s compensation. Provider shall not allow any subcontractor, Provider or other agent to commence work on any subcontract until Provider has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Provider acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Provider agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Provider may be held responsible for the payment of damages to any persons or property resulting from Provider activities or the activities of any person or persons for which Provider is otherwise responsible nor shall it limit Provider’s indemnification liabilities as provided in Section 5.

4.1 Workers’ Compensation. Provider shall, at its sole cost and expense, maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Provider pursuant to the provisions of the California Labor Code. Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per

accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Provider may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Provider, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Provider, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Provider, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or

self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Provider must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Provider's sole cost and expense, any extended reporting provisions of the policy, if Provider cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 Cyber Insurance. Provider, at its own cost and expense, shall maintain for the period covered by this Agreement cyber liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering any cyber security incidents which originates in or migrates from Provider's network, and impacts City's network, system, or access to the Services. Any deductible or self-insured retention shall be shown on the Certificate or Insurance. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

4.5 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Provider shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: XXX. The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed

as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Provider.

c. Notice of Reduction in or Cancellation of Coverage. Provider shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Provider shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider, as applicable; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by Provider in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Provider shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Provider may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Provider procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.6 Remedies. In addition to any other remedies at law or equity City may have if Provider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Provider's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Provider to stop work under this Agreement or withhold any payment that becomes due to Provider hereunder, or both stop work and withhold any payment, until Provider demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Provider shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable Provider and expert fees and expenses of investigation, costs of whatever kind and nature and, if Provider fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Provider, its officers, agents, employees, or subcontractors (or any entity or individual that Provider shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Provider shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Provider or by any individual or entity for which Provider is legally liable, including but not limited to officers, agents, employees or subcontractors of Provider. This requirement encompasses, without limitation, Claims arising from cyber security incidents arising out of Provider's performance of the Agreement, and copyright, intellectual property, or patent Claims related to Provider's provision of the Services.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term "design professional" as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional

land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Provider if Provider is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Provider shall be an independent contractor and shall not be an employee of City. City shall have the right to control Provider only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Provider accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Provider shall at all times be under Provider’s exclusive direction and control. Provider shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Provider shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Provider as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Provider for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Provider for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Provider and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Provider shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Provider acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Provider shall require the same of all subcontractors.

7.3 Cybersecurity Compliance. Without limiting Section 7.2 hereof, Provider shall comply with all applicable rules and regulations related to cybersecurity, including but not limited to the National Institute of Standards and Technology (NIST) security standards, Payment Card Industry (PCI) security standards, Personally Identifiable Information (PII) security standards, the Health Insurance Portability and Accountability Act (where applicable), and the California Privacy Rights Act (CPRA.)

7.4 Prevailing Wages. Provider acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements applicable to public works contracts. Provider shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Provider or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of California Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Provider or any party performing the Services to provide any required disclosure or identification as required by California Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.5 Licenses and Permits, Fees and Assessments. Provider represents, warrants, and covenants to City that Provider and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Provider represents, warrants, and covenants to City that Provider and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Provider's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.6 Conflicts of Interest, Political Reform Act. Provider represents, warrants, and covenants that Provider presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Provider's obligations and responsibilities under this Agreement. Provider further agrees that while this Agreement is in effect, Provider shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Provider's obligations and responsibilities under this Agreement. Provider acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Provider to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the

event City makes such a determination, Provider agrees to complete and file a “Statement of Economic Interest” with the City Clerk to disclose such financial interests as required by City. In such event, Provider further agrees to require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

7.7 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Provider acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City’s annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Provider.

8.2 Termination by Provider. Provider may cancel this Agreement upon 30 days’ written notice to City.

8.3 Consequences of Termination. In the event of termination, Provider shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Provider delivering to City any or all documents, photographs, computer software, City data in Provider’s system, video and audio tapes, and other materials provided to Provider or prepared by or for Provider or City in connection with this Agreement. Provider shall cooperate with City, and shall not unreasonably delay or impede City’s efforts to transition the Services to another provider, where requested by City (a “Transition”). The Transition may include any or all of the following:

- a. Permitting the City to continue using the Services for up to three (3) months as requested by City on the same terms as this Agreement; and/or
- b. Extracting any City data (if any) from Provider’s service in a computer readable format to be mutually agreed upon by the Parties; and/or
- c. Providing to City documentation regarding City users and privileges to the Services; and/or
- d. Certifying to City that all City data has been deleted from Provider’s service on a date mutually agreed upon by the Parties; and/or
- e. Any other actions mutually agreeable to the Parties to assist with the Transition.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Provider understands and agrees that, if City grants such an extension, City shall have no obligation to provide Provider with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Provider for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Provider recognize and agree that this Agreement contemplates personal performance by Provider and is based upon a determination of Provider's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Provider. Provider may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Provider shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Provider's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Provider's employ, Provider shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Provider shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Provider. If Provider materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the work product prepared by Provider pursuant to this Agreement;
- c. Retain a different Provider to complete the Services described in Exhibit "A"; and/or
- d. Charge Provider the difference between the cost to complete the Services described in Exhibit "A" that is unfinished at the time of breach and the amount that City would have paid Provider pursuant to Section 2 if Provider had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Provider's Performance. Where the Services include the preparation or receipt of any documents, including data, in any form, by Provider exclusively or primarily for the purpose of providing the Services to City, such records shall become property of City. Provider hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are

prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Provider. City and Provider agree that, until final approval by City, all data, plans, specifications, reports, and other documents prepared exclusively or primarily for the purposes of providing the Services to City are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Provider under this Agreement (“Documents and Data”). Provider shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Provider represents and warrants that Provider has the legal right to license any and all Documents and Data. Provider makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Provider or provided to Provider by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Provider’s Books and Records. Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Provider under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Provider to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys’ fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the

litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Provider shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Provider Representative. All matters under this Agreement shall be handled for Provider by XXX("Provider's Representative"). The Provider's Representative shall have full authority to represent and act on behalf of Provider for all purposes under this Agreement. The Provider's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Chief Information Officer or designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Provider shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Provider shall be sent to:

XXX

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Chief Information Officer

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.11 Integration. This Agreement, including the exhibits attached hereto and incorporated herein by reference, represents the entire and integrated agreement between City and Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.14 Nondiscrimination. Provider covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.15 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.16 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Provider, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Provider or to its successor, or for breach of any obligation of the terms of this Agreement.

10.17 No Undue Influence. Provider declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Provider, or from any officer, employee, or agent of Provider, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.18 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

PROVIDER

Armando G. Villa, City Manager

Attest:

Stephanie Roseen, City Clerk

Approved as to Form:

[Note: 2 officer's signatures required if Provider is a corporation, unless provided with a certificate of secretary in-lieu]

Jeffrey T. Melching, City Attorney

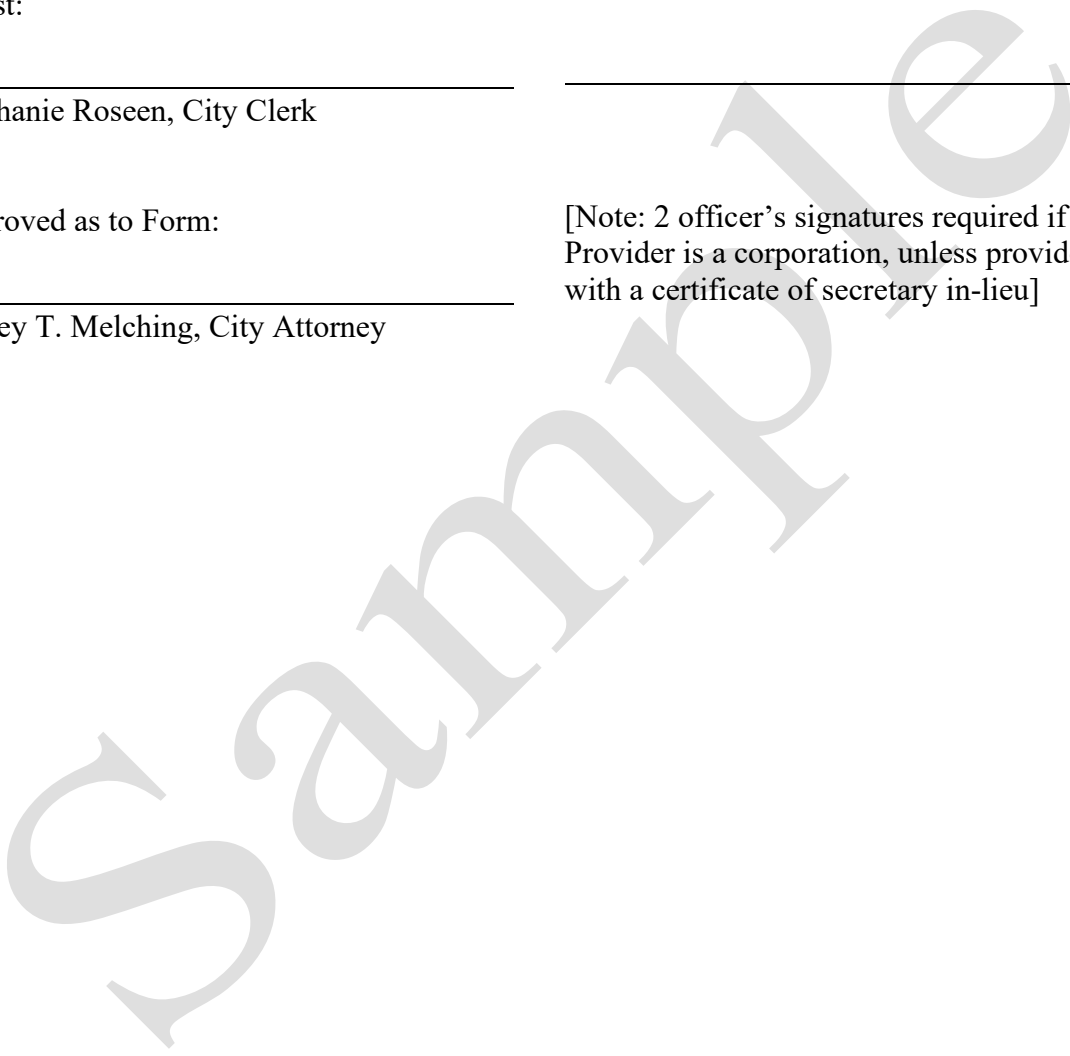


EXHIBIT "A"

SCOPE OF SERVICES

Services shall include XXX services in the amount not to exceed \$**XXX.XX** as further detailed in the following page(s)

Sample

**EXHIBIT “B”
CITY POLICIES**

CITY OF MENIFEE City Council Policy	Policy Number: CC-18 Approving Authority: City Council
Subject Electronic Communication Use Policy and Procedures	Effective Date: May 1, 2019
	Page 1 of 8

1. PURPOSE

The objectives of this policy are to:

- A. provide clear and concise direction regarding use of the City’s electronic communications systems, including electronic mail (email), text messaging and voice mail;
- B. minimize any disruptions to City services related to electronic communications;
- C. enhance work productivity through the use of electronic communications; and
- D. comply with applicable State and Federal laws and City policies related to the use of email and all other forms of electronic communication. Specifically, this policy addresses the California Supreme Court’s 2017 decision in *City of San Jose v. Superior Court of Santa Clara County*, holding that a city employee’s communications, related to the conduct of public business, are subject to the California Public Records Act, even if they were sent or received using a personal account or personal device.

2. SCOPE / BACKGROUND

This policy applies to all persons (including employees, appointed and elected officials, interns, and volunteers) who are permitted to use the City’s computing or network resources, and particularly the email functions of the system (“**Authorized Users**”). “**City**” means the City of Menifee. “**Email**” means any electronic communication to or from any authorized user using the Email System, including all information, data, and attachments to the electronic communication, “**Email System**” means the system of devices (including hardware, software, and other equipment) owned and controlled by the City or the authorized user, for the purpose of facilitating the electronic transmission. “**Electronic Communications**” includes any and all electronic transmission, and every

other means of recording upon any tangible thing in any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Without limiting the nature of the foregoing, “**electronic communications**” include emails, texts, voicemails, and also include communications on or within commercial applications (apps) such as Facebook Messenger, Twitter, etc.

3. POLICY

Definition of “Official City Record”

Under this Policy, the definition of “**Official City Record**” is the same as the definition provided in the California Public Records Act (Cal. Gov. Code § 6250 et seq.) for “public records” and “writing”:

“...any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics...”

“...’Writing’ means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored.”

A. Electronic Communication Related to City Business is an Official City Record

Email and other forms of electronic communications, such as voice mail, texts, tweets, and social media posts, generate correspondence and other types of records that can be recognized as Official City Records and may be subject to disclosure under the Public Records Act. In addition, any Official City Record created through email and other forms of electronic communications must be protected and retained in accordance with records retention laws. For this reason, employees, appointed and elected officials, interns, and volunteers are prohibited from using their personal devices for City business.

Messages transmitted using the City’s Email System or City-owned equipment with capabilities for text messaging and/or voice mail, should be messages which involve City business activities and contain information essential to accomplishment of business-related tasks, or can otherwise be recognized as Official City Records. However, the incidental use of electronic communications (email, or voice) that may contain non-City related (personal) matters is permitted. This incidental use shall be limited, and must not interfere with the conduct of City business or the provision of City services. Any incidental (personal) email, text or voice messages are not

considered public records but may still be discoverable. All electronic communications are the property of the City of Menifee.

B. City Email System is Not For Storage

The City reserves the right to retrieve and make proper and lawful use of any and all electronic communications transmitted through the City's Email System and any City-owned equipment. Although the use of electronic communications is considered official City business, the City's communication systems, including email, text messaging and voice mail, are intended as a medium of communication only. Therefore, the Email System and any City-owned equipment such as cell phones should not be used for the electronic storage or maintenance of documentation, including, but not limited to, Official City Records. Regarding email, the system administrator performs regular electronic back-ups of the City's Email System. However, the back-up is not a copy of all City email activity that occurred on the City email server during the back-up period.

4. **GUIDELINES FOR PROPER EMAIL USAGE**

- A. City email access is controlled through individual accounts and passwords. It is the responsibility of each Authorized User to protect the confidentiality of his or her account and password information.
- B. Authorized Users are responsible for managing their mailboxes, including organizing and cleaning out any non-City related messages that do not constitute Official City Records. Authorized Users are responsible for determining if emails contain substantive information regarding City business, or may later be important or useful for carrying out City business, and thus could be considered as Official City Records.
- C. An Outlook PST file, also known as an "Outlook Data File" or an "Outlook Personal Folders File," is a file format used by Outlook to store email and other Outlook items. For reasons of security and network performance, the use of PST files is prohibited.
- D. All Authorized Users must check and respond to their emails on a regular basis, preferably daily.
- E. Authorized Users are expected to remember that email sent from City email accounts is a representation of the City. All Authorized Users must use normal standards of professional and personal courtesy and conduct when drafting and

sending email messages. Email messages should be drafted and sent with the same care and in the same manner as any communication printed on City letterhead. Like any other City communication, email is a reflection of the City's business practices.

- F. Except as otherwise noted in this policy, all messages transmitted over the Email System should be limited to those which involve City business activities or contain information essential to Authorized Users for the accomplishment of City-related tasks. Use of the City's Email System for personal communication must be kept to a minimum. Spam email can be harmful to the City's computer system. Spam email is electronic junk mail, usually unsolicited commercial and non-commercial messages transmitted as a mass mailing to a number of recipients. If an email message does not pertain to City business, it should be deleted from your email account and not forwarded. Examples include jokes, thoughts for the day, "chain" type email messages, etc.
- G. Email messages should be easy to read and understand. Spelling and grammar should be correct. Avoid using abbreviations unless you are certain the recipient will understand the meaning.
- H. Email messages should be sent to smaller rather than larger audiences where appropriate. Avoid "broadcasting" messages and large documents. Email messages should not be used for broadcast purposes unless they are of interest to all City personnel.
- I. Avoid long email "chain" messages that include past emails attached to a current message. Deleting long strings of previous email exchanges from your reply messages will enhance readability.
- J. Limit designating email as "high-priority" or "urgent" – use those designations only when necessary and appropriate.

5. PROHIBITED USES OF THE CITY'S ELECTRONIC COMMUNICATIONS SYSTEMS

Email shall not be used for any activity that is a violation of local, state, or federal law. Types of messages prohibited from being transmitted through the City's Email System include, but are not limited to, the following:

- A. Messages in support or opposition to campaigns for candidates for an elected office or a ballot measure.
- B. Messages of a religious nature or promoting or opposing religious beliefs.

- C. Messages containing language which is insulting, offensive, disrespectful, demeaning, or sexually suggestive.
- D. Messages containing harassment of any form, sexual or ethnic slurs, obscenities, or any representation of obscenities. For more information please refer to the Human Resources Personnel Rules & Regulations Policy.
- E. Messages used to send or receive copyrighted material, proprietary financial information or similar materials.
- F. Messages used for gambling or any activity that is a violation of local, state, or federal law.

6. PROHIBITED USE OF CITY ELECTRONIC COMMUNICATION VIA PERSONAL ACCOUNTS

- A. City accounts shall be used to conduct City business. Authorized Users shall not use personal accounts for the creation, transmission or storage of electronic communications regarding City business.
- B. All Authorized Users shall, within 60 days following the adoption of this updated policy, search all private, nongovernmental electronic messaging accounts to which they have user access and locate any electronic communications that might constitute a “public record,” because it involved “City business” as set forth above. All such communications shall be forwarded to the Authorized User’s City-provided account. To the extent the Authorized User believes that any part of such communications contain personal matter not related to the conduct of the public’s business, the Authorized User shall provide a declaration, as set forth in Exhibit A.
- C. If an Authorized User receives an electronic message regarding City business on his/her non-City electronic messaging account, or circumstances require such person to conduct City business on a non-City account, the Authorized User shall either: (a) copy (“cc”) any communication from an Authorized User’s personal electronic messaging account to his/her City electronic messaging account; or (b) forward the associated electronic communication to his/her City account no later than 10 days after the original creation or transmission of the electronic communication.
- D. Authorized Users shall endeavor to ask persons sending electronic communications regarding City business to a personal account to instead utilize the Authorized User’s account, and likewise shall endeavor to ask a person sending an electronic communication regarding non-City business to use the Authorized User’s personal or non-City electronic messaging account.

7. **ELECTRONIC COMMUNICATIONS AND PRIVACY**

A. No Expectation of Privacy

Authorized Users have no right or expectation of privacy or confidentiality in any message created, sent, received, deleted, or stored using the City Email System or any City-owned or subsidized communication devices. All messages and any attachments on the City's computer network, Email System, or \City-owned system or subsidized communication device are subject to City review and disclosure of electronic communications regarding City business. Electronic communications regarding City business that are created, sent, received, or stored on an electronic messaging account, may be subject to the Public Records Act, even if created, sent received, or stored on a personal account or personal device. Most communications that include Authorized Users are not confidential communications. However, certain communications such as police investigations, personnel records, or attorney-client communications may be confidential or contain confidential information. Questions about whether communications are confidential, and how they are to be preserved, should be discussed with the City Clerk.

B. Personal Email Accounts and Official City Records

The use of personal email accounts by Authorized Users to transmit messages regarding City business is prohibited. In the event that messages regarding City business are received by Authorized Users through their personal email accounts, Authorized Users are directed to forward copies of such emails to their City email addresses to ensure a copy exists in the City Email System. Personal emails discussing City business are considered Official City Records that are subject to the Public Records Act and records retention laws. Authorized Users are directed to use only their City email accounts for sending/receiving emails regarding City business.

C. Access Must Be Private

Notwithstanding the City's right to have Authorized Users access email and other electronic messages, all electronic messages should be treated as confidential by other Authorized Users and accessed only by the intended recipient. Authorized Users are not authorized to retrieve, read or listen to any electronic messages that are not sent to them. Any exceptions must receive prior approval by the City Manager or designee.

D. Use Caution with Confidential Information

All Authorized Users must exercise a greater degree of caution in sending confidential information on the City's electronic communications systems than they take with other media because of the risk that such information may be copied and/or retransmitted. When in doubt, do not use email, text messaging, or voice mail as a means of confidential communication.

8. PUBLIC RECORDS REQUESTS, RETENTION AND DESTRUCTION

Electronic communications are a business tool which shall be used in accordance with generally accepted business practices and all Federal and State laws, including the California Public Records Act, to provide an efficient and effective means of intra-agency and interagency communications. Under most circumstances, communications sent electronically are public records, subject to disclosure under the Public Records Act and subject to records retention laws applicable to cities.

A. Public Records Act

In the event a Public Records Act request is received by the City seeking electronic communications of Authorized Users, the City Clerk's office shall promptly transmit the request to the applicable Authorized User whose electronic communications are sought. The Clerk shall communicate the scope of the information requested to the applicable Authorized User, and an estimate of the time within which the City Clerk intends to provide any responsive electronic communications to the requesting party.

It shall be the duty of each Authorized User receiving such a request from the City Clerk to promptly conduct a good faith and diligent search of his/her personal electronic messaging accounts and devices for responsive electronic communications. The Authorized User shall then promptly transmit any responsive electronic communications to the City Clerk. Such transmission shall be provided in sufficient time to enable the City Clerk to adequately review and provide the disclosable electronic communications to the requesting party.

In the event a City official does not possess, or cannot with reasonable diligence recover, responsive electronic communications from the City official's electronic messaging account, the City official shall so notify the City Clerk by way of a written declaration (Exhibit B).

B. Automatic Deletion of Email

The City's email management system automatically deletes City emails, including any text messages that become emails, which are more than **24 months** old from all Outlook folders of each City email user. Email in "Deleted" and "Sent" folders will be automatically removed after **ninety** days.

C. Managing Your City Email

Authorized Users are responsible for the management of their mailboxes and associated folders on a daily basis. To ensure maximum efficiency in the operation of the Email System, Authorized Users are directed to delete email messages that are not Official City Records from their inboxes on a weekly basis. Examples of such messages are personal emails, email advertisements/ announcements, or newsletters received via email. If email messages that are not Official City Records are necessary for transitory work, preliminary drafts, preparation of work product or personal notes, Authorized Users should either print the email and maintain the paper copy, or create a PDF version of the email (print to PDF) and store the file in an electronic folder on the City's network drive to be deleted when no longer needed.

It is the responsibility of Authorized Users to determine if an email message is an Official City Record which must be retained in accordance with the City's Record Retention Policy. Email messages (including any attachments) that are deemed to be Official City Records shall be preserved. Authorized Users shall consider the content of an email message when determining if it is an Official City Record. The City Clerk can assist in making such a determination. In addition, following is a general guideline for determining whether an email message is an Official City Record:

<u>Messages That Are Generally Considered As Public Records (Retention Time = 2 years)</u>	<u>Messages That Are Generally NOT Considered As Public Records</u>
<ul style="list-style-type: none"> • Email that is created or received in connection with official City business. • Email that shows how a City policy was created or how a decision was made by City staff and/or the City Council. • Email that begins, or authorizes, or completes an item or a transaction of official City business. • Email that documents significant official decisions or commitments reached verbally (person-to-person, by phone or in conference) and not otherwise documented in City files. 	<ul style="list-style-type: none"> ▪ Personal messages and announcements not related to official City business. ▪ Duplicate documents (copies or excerpts) distributed for convenience or reference. ▪ Transmittal Messages that merely assist the flow of work. ▪ Emails containing drafts, notes, interagency or intra-agency memos that are NOT retained in the ordinary course of business. (Gov. Code § 6254(a).)

D. Email Attachments

Attachments to email messages should be retained or disposed of according to the content of the attachment itself, not according to the email transmitting the attachment. Many email attachments are simply duplicates of existing documents, or are draft versions of documents that might not be retained by the City after the final version of the document is complete. If you need help in determining whether an attachment to an email message must be retained, please contact the City Clerk's Office.

E. Preserving Electronic Messages – Public Records Act Requests, Subpoenas, Claims, and Potential Claims Against the City

The City periodically receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents. In the event such a request or demand includes electronic messages, Authorized Users who have control over or access to any such messages, once they become aware of the request or demand, shall use their best efforts, by reasonable means available, to temporarily preserve any such message until it is determined whether the message is subject to preservation, public inspection or disclosure.

Authorized Users shall contact the City Clerk regarding any such messages that are within their control.

9. **VIOLATIONS**

Authorized Users found to have violated this policy may have his or her access to City email, text messaging or other means of electronic communication on City equipment limited or revoked completely. Authorized Users who violate this policy may be subjected to formal disciplinary action up to and including termination from City employment.

10. **ROLES AND RESPONSIBILITIES**

- A. The City Manager is responsible for administering this policy and procedure.
- B. All Authorized Users are responsible for compliance with this policy and procedure.

Revision History

Revision No.	Date Approved	Approved By:	Comments
0	5/1/2019	City Council	Original Policy

Bill Zimmerman, Mayor

Date

Sample

CITY OF MENIFEE Administrative Policy	Policy Number: AD-04 Approving Authority: City Manager
Subject Internet Use and Computer Resource Use Policy	Effective Date: 4/10/2016 Last Modified: Page 1 of 7

1. PURPOSE

- 1.1. The purpose of this administrative policy is to provide guidelines for the appropriate use of all technology resources provided by the City. All City computers, including laptop/notebook computers, and related equipment are formal communication and analytic tools. They should be used for City business-related purposes in a professional and courteous manner. Any use of City computer equipment for personal purposes, including sending and receiving emails and internet access, shall be limited, brief, and infrequent provided that the use does not directly or indirectly interfere with City computer systems or services, burden the City with additional incremental cost, interfere with other city computer users employment or other obligations to the City, or reflect negatively on the city or its employees.
- 1.2. The City reserves the right to change the policies and procedures set forth in this administrative policy at any time.
- 1.3. Employees should be aware that all records, whether on paper, voicemail, or computerized, are subject to the mandatory public disclosure requirements of the Public Records Act, subject to the exceptions provided under the Act. In addition, employees who use the City's computer network resources do so with no right or expectation of privacy or confidentiality, and at all times the data, systems, and traffic they create utilizing the City's computer network resources remain the property of the City.

2. SCOPE / BACKGROUND

- 2.1. This policy applies to all City of Menifee employees, volunteers, and contractors of the City using electronic communications technology and resources owned, sponsored or reimbursed by the City of Menifee. An electronic resource is any software or hardware device capable of receiving, storing, sharing or sending electronic data including but not limited to the internet, email, voicemail, cellular telephones, computers/laptops/tablets,

telecommunications devices, video and audio equipment, wireless networks, servers, networks, software, agency hosted social media, and documentation that supports electronic communications services.

3. POLICY

- 3.1. The City's computer network resources are City property, regardless of physical location or the form in which they are maintained, and are to be used for City business in the course of normal operations. Employees who use the City's computer network resources do so with no right or expectation of privacy or confidentiality. The use of all computer network resources must comply with all requirements set forth in this administrative policy and all other City policies. While passwords are issued to employees in order to protect the City's business interests the conferral of such passwords does not create any individual right of privacy as to the City's computer network resources, including any data, files, or messages sent to, received, or created by such Employee.
- 3.2. The City has the capability to and may, with or without notice for any lawful purpose, monitor and audit all network activity to ensure compliance with this administrative policy, and activate, access, block, review, copy, disable, delete, and/or disclose any information residing on any computer network resources, including, but not limited to emails sent and received, voice mail messages received, files created or accessed, and all internet/web access, communications, and transactions.
- 3.3. All City network users are required to use personalized user IDs and passwords. The user ID will be assigned by the Information Technology Department staff and follows the syntax of first name initial and full last name unless otherwise specified. The passwords are chosen by the user and are not known to the Information Technology Department staff.
- 3.4. Passwords are confidential and shall not be shared. Passwords shall not be revealed in email messages or saved on files in any computer system. All passwords are to be treated as confidential City information.
- 3.5. Passwords are used for logging into the City network, using applications, or accessing specific resources. Network passwords are set to expire every 90 days. The system will prompt users when a change is necessary. Users should choose a new password when prompted.

- 3.6. All hardware with the potential or capacity to access computer network resources (including but not limited to PCs, laptops, servers, handhelds, and wireless devices) is required to be secured with a password-protected screensaver.
- 3.7. Electronic snooping or tampering is a violation of this administrative policy and is grounds for disciplinary action, up to and including termination. This includes but is not limited to the unauthorized use or attempt to use another employee's password; the unauthorized entry to or attempted entry to the computer files and communications of another; the unauthorized entry or attempted entry to access encrypted, protected, or restricted computer network resources for which an employee has not been explicitly authorized to access; unauthorized "interception" of data not intended for that person; the utilization of City data for purposes other than those related to legitimate City business within the scope of direct job duties (including the use of public domain data obtained without following appropriate public information request procedures); or any other attempt to circumvent user authentication or security of any computer network resource.
- 3.8. Users of the City network are responsible for understanding and exercising reasonable security precautions. These precautions include, preserving the secrecy of user IDs and passwords, checking external data files for viruses before using on a computer, and deleting e-mails from unknown sources.
- 3.9. The City may authorize persons who are not employed by the City to use the City's computer network resources, only after approval from the appropriate department Director or City Manager. Such authorized access may be granted only upon the condition that such person shall use the system according to the rules and procedures established in this administrative policy and all other City policies.
- 3.10. Because the City network is comprised of connected computers, servers, and other devices, access to other users' files may be possible. Users are expected to use caution and protect confidential data files when storing such data on network drives that are common areas to other users.
- 3.11. The use of City technology for personal profit or gain, or any other activity not specific to the mission or duties of the users or City is prohibited.
- 3.12. The use of City technology for any illegal, harassment, obscene, or other purpose, which could expose the City to liability or cause an adverse public perception, is prohibited. The display of sexually explicit images, documents, or offensive material on any City system is a violation of the City's harassment policy. This includes sexually explicit or offensive material accessed from or received through the Internet, e-mail, or other electronic methods. In addition, sexually explicit or offensive material may not be archived, stored, distributed, edited, or recorded using any City resource.

- 3.13. Unauthorized access, alteration, deletion, damage, infection, or destruction of any computer resource on the network is prohibited.
- 3.14. Employees who are terminated or laid off have no rights to the contents of their computer files, voice mail messages, or e-mail messages, and are not allowed access to any city-owned systems. Supervisors or management may access an employee's computer resources as they deem necessary.

4. HARDWARE / SOFTWARE

- 4.1. The Information Technology Department staff or their designee will coordinate all computer service, equipment, additions, changes, moves, and repairs.
- 4.2. The Information Technology Department has established a standard configuration of computer hardware and software issued to users of the City network. Deviation by users from this standard configuration is prohibited. Changes to the system configuration must be requested from the Information Technology Department.
- 4.3. Unauthorized access, alteration, deletion, damage, infection, or destruction of any computer resource on the network is prohibited.
- 4.4. Employees are encouraged to power off or place their computers or monitors into sleep-mode before leaving for an extended period of time (meetings, lunch, etc.). Equipment should not be left on overnight and should be completely powered off each evening. Be sure to close all programs before powering off.
- 4.5. Laptops/ipads are assigned on a permanent or temporary basis to certain staff. All technology use rules apply to laptop/ipad users.
- 4.6. Laptops/ipads issued to staff to be used for use while at the City should be stored in a locked or secured area.
- 4.7. Additional laptops/ipads are available in a pool maintained by the Information Technology Department staff for issuance to employees with department head approval. The laptops will be assigned to the requestor on a first-come, first-served basis. Laptop checkouts can be for overnight or weekend business use, and may also be used during out-of-town travel on City business.
- 4.8. Laptops/ipads will be checked out and administered by Information Technology Division staff who will maintain a log for each laptop. The employee will be required to sign a checkout form.

- 4.9. The user is responsible for properly caring for the equipment while in his or her use. The user shall not mark on any equipment with pencil or pen for any reason or permanently adhere any items to the monitors, keyboards, printers, mouse, or any other form of equipment. All liquids and food shall be kept away from the computer equipment at all times.
- 4.10. Any problems with the equipment, software, or other computer-related problems shall be reported to the Information Technology staff immediately. The user should not try to resolve any unfamiliar problems, or error messages without their assistance. If a problem does occur, the user shall immediately document what files were being accessed when the problem started and contact Information Technology staff for assistance.
- 4.11. All software used on the City network must be approved, acquired and licensed by the Information Technology Department and the City of Menifee. Software licenses and the physical media must be maintained in a central location by the Information Technology Department staff.
- 4.12. Users may not transfer, move or copy City-licensed software or data to another system or media without prior approval of Information Technology Department staff.
- 4.13. All software installation on any City resource must be installed or coordinated by Information Technology Department staff. Users may not install any software onto any City-issued resource. All software must be evaluated for compatibility by the Information Technology staff.
- 4.14. Any software, including databases, custom reports, graphics, or other work product developed while using a City resource or developed for use on the City network becomes the property of the City of Menifee.
- 4.15. Virus protection software resides on each computer. Users shall not disable this software. Users shall immediately notify Information Technology Division Staff of any virus detected on their system.

5. ON LINE SERVICES

- 5.1. The Internet is a rapidly evolving resource with a vast amount of available information. Internet resources are made available to City network users to improve communication and information exchange with citizens and others and to provide an informational and research tool.

- 5.2. Users should only download files as they relate to their job function. Downloads can cause significant slowdown in the network response time, introduce viruses, or damage other systems and disrupt work for others. Users should not download any files that require installation without authorization from the Information Technology Department staff.
- 5.3. Users shall not use any City resource to gain unauthorized access to other resources or entities. For example, a user with network access shall not attempt to gain access to areas on the City network or other outside networks.
- 5.4. Users should use caution when providing personal or business information over the Internet. Many sites collect this information for use in email Spam or for other fraudulent practices.
- 5.5. The City of Menifee seal & logo are trademarks of the City. Any use of the materials stored on the City's website is prohibited without the written permission of the City of Menifee. The City of Menifee retains all intellectual property rights including copyrights on all text, graphic images, and other content. Modification, distribution, mirroring, or use of images or other web content is prohibited.

6. DATA STORAGE

- 6.1. The Information Technology Department staff maintains a backup of all files located on City servers. Backups are not performed on individual computers.
- 6.2. Each user is assigned a personal home directory. Other network users cannot access this directory. Files stored in this area should be ones only the creator will use. All data and other forms of electronic information including email that is stored on any type of media provided by the City are the City's. The City reserves the right to access and disclose all such stored information for any purpose.
- 6.3. Each division or department is given a common area for their departmental data that other departments cannot access. Files stored in this area shall be ones that will be used by other members in your division or department.
- 6.4. Each user has access to common directories for all departments. Files stored in this area shall be ones that will be used by users outside of your division or department.

7. PENALTIES

- 7.1. Violations of this administrative policy subject employees to discipline up to and including termination. In the event of a violation, the City may pursue all remedies provided under the law, including advising legal and/or law enforcement authorities of any violation of law by an employee.

8. ROLES AND RESPONSIBILITIES

- 8.1. The City Manager is responsible for administering this policy and procedure
- 8.2. All employees, appointed or elected officials, volunteers, consultants, interns, are responsible for compliance with this policy and procedure.

Revision History

Revision No.	Date Approved	Approved By:	Comments
0	04/10/14	R. Johnson, CM	Original Policy
1	04/10/16	R. Johnson, CM	Revised Policy



MENIFEE
CITY OF MENIFEE
MEMORANDUM

Date: January 1, 2022

To: Armando G. Villa, City Manager
Rochelle Clayton, Assistant City Manager

From: Ron Puccinelli, Chief Information Officer

Cc: Robert Cardenas, Deputy HR Director, Risk Manager Sarah Manwaring, City Clerk

Subject: Requesting approval of Cybersecurity Policy Administrative Directive AD-28

The City relies on numerous computer systems to deliver services to the public and manage internal business processes. These business systems collect, generate, and store large amounts of information, some of which is sensitive in nature and obligates the City to comply with various cybersecurity standards such as HIPAA, CLETS/CJIS, PCI DSS, and others. Additionally, a component of overall Risk Management includes a Cyber-Insurance policy through the City's insurance provider.

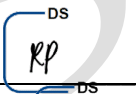


Both the Cyber-Insurance provider and several of the security standards require defining the City's approach to Cybersecurity and identifying roles and responsibilities by means of a Cybersecurity policy.

Currently the City does not have such a policy. The attached Cybersecurity Policy Administrative Directive will serve to establish the City's policy and approach to Cybersecurity and define the roles and responsibilities of the various stakeholders across the City. The policy meets the requirements of the City's Cyber-Insurance provider and the applicable security standards. This Cybersecurity Policy has also been provided to all Department Heads and the Risk Manager for review and incorporates all feedback received.

I am respectfully requesting your authorization and signature to make the policy effective as of January 1, 2022.

Attached please find the Cybersecurity Policy.

Reviewed by:

- Ron Puccinelli 
- Rochelle Clayton 
- Robert Cardenas 

CITY OF MENIFEE Administrative Policy	Policy Number: AD-28 Approving Authority: City Manager
Subject Cybersecurity Policy	Effective Date: January 1, 2022 Last Modified: N/A

1. PURPOSE

The City of Menifee (City) is dedicated to building a strong cybersecurity program to support, maintain, and secure critical infrastructure and data. The following policy is intended to maintain and enhance key elements of a citywide cybersecurity program.

2. SCOPE / BACKGROUND

The Cybersecurity Policy lays the foundation for the City's Cybersecurity Program as a whole and articulates executive level support for the effort. The Cybersecurity Policy supports the City's Cybersecurity Program established to:

- Protect City's critical infrastructure
- Protect the sensitive information entrusted to the City
- Continuously improve our ability to detect and respond to cybersecurity events
- Contain and eradicate compromises, restoring information resources to a secure and operational status
- Ensure cyber-risk management is sufficient and in alignment with City operations and mission
- Comply with external and regulatory data protection requirements

The requirements identified in this policy apply to all information resources operated by or for the City, its departments, and advisory bodies. This includes all software, devices, and services that process, store, or transmit data, or anything that connects to a City device or Network. Elected officials, employees, consultants, and vendors working on behalf of the City of Menifee are required to comply with this policy.

3. POLICY

A. The City shall:

- I. Assign cybersecurity responsibilities to the Chief Information Officer to coordinate citywide cybersecurity efforts
- II. Adopt the National Institute of Standards and Technology (NIST) Cybersecurity Framework as a methodology to secure information resources
- III. Use other NIST guidelines as applicable (csrc.nist.gov)

SECTION 11. Cybersecurity Policy

- IV. Incorporate additional cybersecurity compliance or regulatory controls, such as Payment Card Industry Data Security Standard (PCI DSS), Criminal Justice Information Services (CJIS), Protected Health Information (PHI), and other security and privacy requirements.
- V. Conduct and update, at least annually, a cybersecurity risk assessment or with major changes to systems
- VI. Support cyber incident response as needed in accordance with Emergency Support Function 18 (ESF-18).
- VII. Develop and update, at least annually, a Cyber Incident Response Plan.
- VIII. Conduct cybersecurity, risk, and compliance assessments across all Departments

B. Cybersecurity Framework

In order to adequately protect information resources, systems and data must be properly categorized based on information sensitivity and criticality to operations. A risk-based methodology standardizes security architecture, creates a common understanding of shared or transferred risk when systems and infrastructure are connected, and makes securing systems and data more straightforward.

The NIST Cybersecurity framework provides five elements to a cybersecurity program:

- I. **Identify:** Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
- II. **Protect:** Develop and implement appropriate safeguards to ensure delivery of digital services.
- III. **Detect:** Develop and implement appropriate activities to identify the occurrence of a cybersecurity event.
- IV. **Respond:** Develop and implement appropriate activities to respond to a cybersecurity event.
- V. **Recover:** Develop and implement appropriate activities to maintain plans for resilience and to restore any capabilities or services impaired by a cybersecurity event.

C. Cybersecurity Risk Assessment

As defined in NIST Special Publication 800-30, "Guide for Conducting Risk Assessments," risk assessment is the process of identifying, estimating, and prioritizing information security risks. Assessing risk requires the careful analysis of threat and vulnerability information to determine

SECTION 12. Cybersecurity Policy

the extent to which circumstances or events could adversely impact the City and the likelihood that such circumstances or events will occur.

The purpose of risk assessment is to inform decision makers and support risk responses by identifying:

- I. Relevant cyber threats to the City
- II. Vulnerabilities both internal and external
- III. Impact (i.e., harm) to the City that may occur given the potential for threats exploiting vulnerabilities
- IV. Likelihood that harm will occur

The result is a determination of risk (i.e., typically a function of the degree of harm and likelihood of harm occurring). Risk assessments enable the City to determine current cybersecurity capabilities, set individual goals for a target state, and establish a plan for improving and maintaining cybersecurity program.

D. Risk Rating

The risk ratings will be based on NIST Federal Information Processing Standards (FIPS) 199 security objectives of confidentiality, integrity, and availability of City systems and data. And the potential impact of low, moderate, and high.

Figure 1 on the following page summarizes the potential impact definitions for each security objective—confidentiality, integrity, and availability.

SECTION 13. Cybersecurity Policy

	POTENTIAL IMPACT		
Security Objective	LOW	MODERATE	HIGH
<p>Confidentiality Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information. [44 U.S.C., SEC. 3542]</p>	<p>The unauthorized disclosure of information could be expected to have a limited adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized disclosure of information could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized disclosure of information could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals.</p>
<p>Integrity Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity. [44 U.S.C., SEC. 3542]</p>	<p>The unauthorized modification or destruction of information could be expected to have a limited adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized modification or destruction of information could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized modification or destruction of information could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals.</p>
<p>Availability Ensuring timely and reliable access to and use of information. [44 U.S.C., SEC. 3542]</p>	<p>The disruption of access to or use of information or an information system could be expected to have a limited adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The disruption of access to or use of information or an information system could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The disruption of access to or use of information or an information system could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals.</p>

Figure 1

Cybersecurity Policy

4. ROLES AND RESPONSIBILITIES

A. Chief Information Officer shall:

- I. Be the designated Information Security Officer, Privacy Officer and Cyber-Risk lead for the City.
- II. Coordinate with the Risk Manager to evaluate and obtain Cyber Insurance and on matters of Cyber-Risk.
- III. Coordinate with the Risk Manager to notify and engage with the City's Cyber Insurance provider in the event of an incident.
- IV. Lead enterprise governance of information and technology efforts throughout the City.
- V. Establish and maintain a security team and function with the ability to identify, protect, detect, respond, and recover from attacks against City information resources.
- VI. Develop and maintain a cyber incident response plan capable of addressing major compromises of City information resources.
- VII. Review Emergency Support Function 18 Unified Cyber Command annex annually and ensure it is updated as needed.
- VIII. Organize and coordinate the City's Cyber-Incident Response Team.
- IX. Ensure that all Departments employ a risk-based assessment and treatment program, and regularly report the status of the City's residual cyber risk to the Executive Team.
- X. Select, design, and monitor cybersecurity controls for all City systems including without limitation any Software-as-a-Service or other hosted or cloud-based systems employed by any City Department.
- XI. Perform ongoing assessment of security controls.
- XII. Inform the City Manager and City Attorney when there is an event which compromises the confidentiality, integrity, or availability of a system or data involving Personally Identifiable Information (including payment card information), Regulatory Protected Information (such as but not limited to, CJIS, HIPAA or Social Security Numbers), and/or data that is not considered public, as soon as practical.
- XIII. Establish necessary procedures to support the cybersecurity program such as but not limited to, cybersecurity awareness, business continuity, incident response, access control, configuration management, change control, etc.
- XIV. Monitor current cyber threats and trends and recommend any necessary changes.
- XV. Implement, operate, and maintain cybersecurity controls for all systems acquired, used, or controlled by the City.

B. Executive Team shall:

- I. Promote a culture of cybersecurity awareness and compliance with the City's cybersecurity policy. Department heads must remind their employees and contractors about the City's Cybersecurity policies, standards, procedures, guidelines, and best practices.

SECTION 14. Cybersecurity Policy

- II. To the extent resources allow, ensure that all systems procured, operated, or contracted by their departments and the data contained by them are protected.
- III. To the extent possible, adequately support and fund cybersecurity operations based upon risk to City operations and mission.
- IV. With the aid of the City Attorney determine the requirements and execute necessary breach disclosures.

C. Emergency Manager shall:

- I. Activate the city Emergency Operations Center (EOC) to coordinate response to an emergency level cyber event as outlined in Emergency Support Function 18 Unified Cyber Command.
- II. Support cybersecurity emergency exercise for City leaders in coordination with the Chief Information Officer.

D. City Clerk shall:

- I. Work with the Chief Information Officer to develop and maintain an information classification system and support departments in their data classification efforts

E. Public Information Officer shall:

- I. Work with the Chief Information Officer to develop, maintain, and activate a cyber-event communication plan as part of the incident response plan.

F. Risk Manager Shall:

- I. Work with the Chief Information Officer to incorporate technology and Cyber risk into the City's risk management plans and acceptable risk profile.
- II. Coordinate with the Chief Information Officer to evaluate and obtain appropriate Cyber Insurance.
- III. Assist the Chief Information Officer with notifying and coordinating with the City's Cyber Insurance provider in the event of an incident.

G. City Employees, contractors, and vendors shall:

- I. Comply with cybersecurity practices, requirements, and acceptable use agreement (Administrative Directive 04 - Internet Use and Computer Resource Use Policy)
- II. Promptly report any incidents to the IT Service Desk.
- III. Report suspicious emails.
- IV. Attend cybersecurity training at least annually.

Cybersecurity Policy

IV. EXCEPTIONS

City cybersecurity requirements shall not supersede State or Federal requirements that may apply to certain specific data or systems.

No exceptions to this policy will be approved.

V. DEFINITIONS


For a list of definitions please refer to: <https://csrc.nist.gov/glossary>

VI. REFERENCES

- NIST Computer Security Resource Center - <https://csrc.nist.gov/>
- NIST Cybersecurity Framework Website - <http://www.nist.gov/cyberframework>
- Payment Card Industry - <https://www.pcisecuritystandards.org>
- Criminal Justice Information Services (CJIS) Security Policy (latest version) <https://www.fbi.gov/>
- California Emergency Support Function 18 Cybersecurity, Annex to the California State Emergency Plan <https://www.caloes.ca.gov/>
- Health Information Privacy <https://www.hhs.gov/hipaa/for-professionals/index.html>
- Cybersecurity & Infrastructure Security Agency <https://www.cisa.gov/>

Revision History

Revision No.	Date Approved	Approved By:	Comments
0	2/11/2022	City Manager	Original Policy
1			

DocuSigned by:
2/11/2022


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City Manager

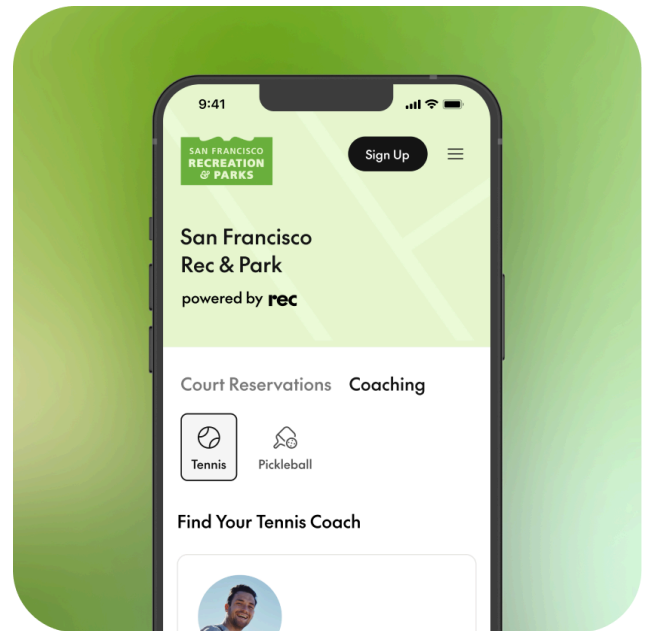
Date

Rec Technologies | El Segundo Partnership Opportunity

September 2025

👋 We're excited about the potential of partnering together to transform the digital experience that the El Segundo community has with El Segundo's Parks & Recreation department.

Our mission is to provide recreation software that your residents and staff will actually love, enable greater discovery, and ultimately increase access to more play. Rec partners with over 30 forward-thinking cities, counties, Recreation Park Districts, and Special Districts to transform the recreation experience for their residents, including a better mobile registration experience, more access to facilities, and increased accessibility overall. We look forward to achieving that together.



What We've Heard from El Segundo

- 📱 El Segundo's current registration checkout is hard for residents to use, especially on mobile. Fewer registrants = lower participation/revenue.
- 📝 Existing tools limit the ability to offer all facilities for online booking, leading to lost revenue and time-consuming, manual processes.
- 😞 Outdated software prevents admins from fulfilling their day-to-day tasks, including inability to export to key city tools.
- 💻 Admins lack the flexible reporting capabilities they need to answer questions thoroughly from leadership and the community.

Why Cities Partner with Rec

1. **Increase mobile accessibility:** Before Torrance, CA transitioned to Rec, 36% of summer registrations happened in-person, leading to long waits and stressed out parents. After introducing Rec's mobile-first experience, in-person signups decreased to just 1%, with over 63% using mobile.
2. **Grow revenue through improved discovery:** After putting their facilities on Rec, Lincoln, CA saw a 30% increase in picnic rental revenues in the first 6 months, thanks to a simplified booking process and the additional discovery opportunity at every location with modern QR signage.
3. **Going beyond current programming:** San Francisco, CA has introduced an additional \$1M in revenue through Rec's proprietary Licensed Learning program — allowing previously unauthorized lessons and classes to be brought on board into the system.
4. **Staff time saved:** Cities have limited staff resources. On average, Rec's system reduces 240 hours per year of customer support, amounting to an average of \$5,000 monthly savings for internal staff. Empower your current staff to focus on higher priority areas than forgotten account passwords.

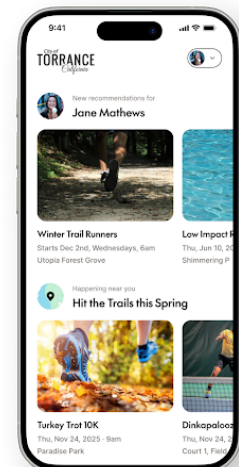
Partnering with Rec

Modern, delightful & powerful technology: what public recreation organizations deserve.

[Rec](#) provides a modern, integrated, and cloud-based Recreation Management Software platform that is mobile-first and used by 30+ cities across the US. We're pleased to offer the following capabilities:

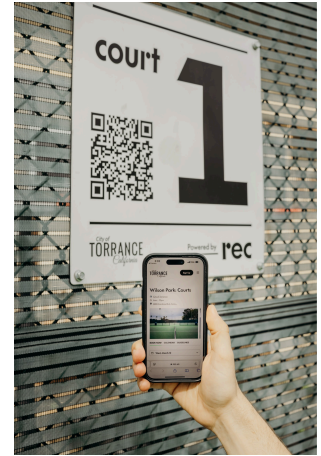
Programs & Registration

- **Admin platform:** El Segundo will have access to our Programs & Registration module that provides integrated program creation and facility scheduling, with built-in conflict detection, automated facility bookings connected to programs, and robust attendee management.
- **Mobile-first end user experience:** Rec's product is mobile-first and accessible from any phone browser, with no app download necessary. We offer two-click checkout with native Apple Pay, Google Pay, Tap-to-Pay, and stored payment capabilities.
 - Users can cancel/modify their own reservations.
 - Rec's Fast Track feature lets users pre-select programs and complete required waivers prior to registration.
 - Waitlist visibility allows residents to view their current position on the waitlist, minimizing phone calls to the city.



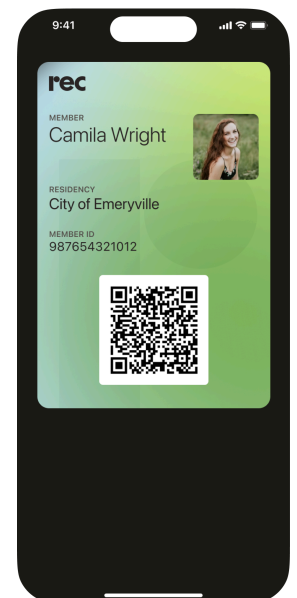
Facilities & Permits

- **Admin platform:** El Segundo will have access to our Facilities & Permits module, serving courts, picnic shelters, aquatics, fields, ice, rec centers, and special events. With integrated scheduling through a centralized calendar, Rec auto-flags detected conflicts. We also enable configuring rentals with different policies, including document management, reminders, and payment tracking.
- **Mobile-first booking:** Users can book online with the same end-user experience based on the city's policies, including Instant Book or Request to Book and integrated dynamic form entry.
- **Modern signage:** Rec can provide El Segundo with modern signage for facilities that allow residents to access real-time calendars and schedules, ensuring greater visibility. QR codes on signs lead to a live, dynamic calendar that provides schedule information and facility-specific policies whether they are walk-on, reservable, used for programming, and more.



Memberships

- **More members, less management:** Our modern approach to membership takes care of all typical needs, including monthly/annual memberships, and punch passes. Our mobile barcodes / QR codes have native integration with phone wallets.
- **Drop-ins, flexible registration, and more:** Our platform ensures your staff can take care of check-ins and reporting as easily as possible, from drop-ins to flexible registration. Household notes and activity feeds allow staff to have all the information they need in one place.



Platform-Wide Capabilities

Rec provides advanced capabilities to supercharge your staff and reduce any workarounds, hacks, or manual processes:

- **Communications and CRM:** We provide automated email and SMS, allowing staff to send confirmations, reminders, fee requirements, and mass updates by roster. Contact information for registrations can also be exported to the marketing platform of choice.
- **Integrated Payment Processing:** Rec uses Stripe as our payment processor, a PCI-DSS compliant and Level 1 Service Provider. Partnering with Stripe allows us to provide a seamless 2-tap checkout experience with stored payment methods on file and Apple / Google Pay.

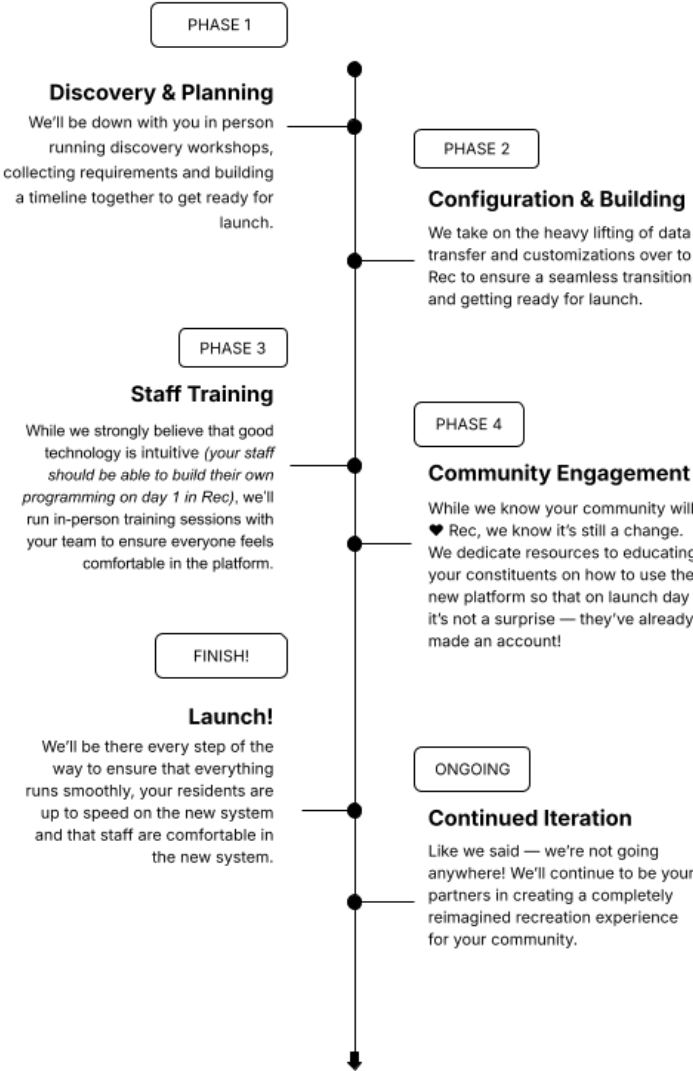
- **AI-Powered Reporting:** We offer comprehensive financial and programmatic reporting tools, including fully customizable reports for tracking revenue, expenses, and detailed cost analyses. All reporting functionality is included at no additional cost. We're also rolling out the power of AI throughout Rec's reporting, empowering staff to get the data they need, quickly.
- **Integrations:** We export data to city financial tools and can also integrate with other city programs, such as league management providers.

IT FAQ:

- **PCI-DSS Level 1 Certified:** We partner with Stripe, who has obtained the highest level of PCI-DSS certification available to protect all transactions with stringent security measures.
- **Data Security:** All data within Rec is encrypted using industry standard SSL/TLS protocols, ensuring secure data transmission for all user interactions and sensitive information.
- **Unlimited Licenses:** We offer an unlimited number of user licenses for the city, ensuring that you get the most out of your investment in Rec.
- **Cloud-based Software-as-a-Service:** There is no installation or downloads required to work with Rec. We only require internet access and a browser. Upgrades and features to Rec are continuously rolled out, ensuring you're always using the latest version.

Our Journey Together

Here's the thing you should know about working with Rec - we don't just "implement" software and walk away. When you work with our team, you're getting the technology and access to our team - an operating partner to help you continuously innovate and iterate on how El Segundo community members experience their Parks & Rec department.



Business Terms

Our goal is to provide transparent pricing with no hidden or surprise costs. Our pricing is based on the size of the population served and the scale of El Segundo's Parks & Recreation revenue, which is \$3M.

Implementation & Training	<i>An unlimited # of training days on site and/or remote, complete data configuration and transfer by Rec team, and design and brand collaboration.</i>	\$30,000 \$15,000* (one-time)
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Select One:

Pay As You Go: A percentage-based fee based on revenue processed through Rec, **OR**

~~2.5%~~ 2%

Annual: Paid upfront, discounted from pay-as-you-go

~~\$75,000~~ \$54,000*

**Discount provided with contract execution by October 31st, 2025*

Payment Processing:

- Credit card processing fees are 3.5% + \$0.30 per online/offline transaction. These fees can be passed onto the customer.
- ~~Offline / POS transactions have a fee of 1%.~~ **waived with contract execution by Oct 31st*

Optional Add-Ons:

- Point of Sale (POS) Hardware Readers: \$350 / terminal
- Facility Public Signage
 - 18x18" - Courts, Rinks, etc: \$60 / sign
 - 9x9" - Rec Rooms, Picnic Rentals: \$40 / sign

Launch Timeline: El Segundo has indicated they would like to launch Rec in Winter 2026. Recommended implementation should begin 4 months prior to launch.

Contract Term: **4 years**

This proposal is valid for 60 days from the date provided

Let's Talk Timeline!		
Desired Launch: January 2026		
Rec Implementation Plan	City Owner	Timeline
Technical Deep Dive	El Segundo teams	August 7 + September 4, 2025
Business Terms Review	Linnea	September 4, 2025
Approvals / Procurement <ul style="list-style-type: none"> • Signatory? • Legal? • Council approval/ timing? 	Linnea, others TBI	TBS
Contract Execution	El Segundo signer	By October 31, 2025
Implementation Start (4 months prior to launch)	El Segundo team	November 2025
Launch Date!	El Segundo team	February 2026