



Contract Number

SAP Number

## Regional Parks Department

Department Contract Representative	Beahta R. Davis
Telephone Number	(909) 387-2340
Contractor	Kaizen Laboratories, Inc.
Contractor Representative	Nikhil Reddy
Telephone Number	(408) 623-7000
Contract Term	December 17, 2025 – December 16, 2032
Original Contract Amount	Not to Exceed \$1,540,678
Amendment Amount	N/A
Total Contract Amount	Not to Exceed \$1,540,678
Cost Center	Various
Grant Number (if applicable)	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) conducted a competitive bid process to find a vendor to provide point of sales and reservation system software services that are the subject of this Contract, and

**WHEREAS**, County desires that such services be provided by Kaizen Laboratories, Inc. (Contractor) and Contractor agrees to provide these services and hardware as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

This Contract consists of these General Terms and the documents that are referenced and hereby incorporated as though fully set forth herein by a checked box below, and attachment hereto:

- ☒ Attachment A – END USER LICENSE AGREEMENT
- ☒ Attachment B – SOFTWARE SUPPORT AND MAINTENANCE TERMS
- ☒ Attachment C – CAMPAIGN CONTRIBUTION DISCLOSURE SOFTWARE SUPPORT AND MAINTENANCE

### TERMS

- ☒ Attachment D – CLOUD SERVICES TERMS
- ☐ Attachment E – BUSINESS ASSOCIATE AGREEMENT
  - ☐ Attachment E-1 – Business Associate Addendum for Cloud Services

In the event of any inconsistency between this Contract and any forms, attachments, statements of works, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: (i) this Contract; (ii) Attachments to this Contract, as indicated above; and (iii) price lists, SOWs, SLAs and other documents attached hereto or incorporated herein.

## **A. DEFINITIONS**

Unless elsewhere defined in this Contract, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Affiliates": collectively, municipalities, school districts, and other tax districts within County
- A.2** "County": San Bernardino County
- A.3** "Contractor": the individual or entity identified as providing the Products and/or Services
- A.4** "DRM": County's Department of Risk Management
- A.5** "Effective Date": the date of execution of the Contract
- A.6** "EFT": Electronic funds transfer.
- A.7** "P.O.": a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.8** "Products": goods in the technology and consumer electronics category
- A.9** "Services": professional consulting, which may include implementation, maintenance, help desk or other services necessary or desired by County as specified in the Order Form.
- A.10** "Software": computer programs, procedures, rules, routines, or subroutines and any associated documentation pertaining to the operation of a computer system, including software designed to fill specific needs of a user; software that controls the execution of programs, and software that provides services such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files.
- A.11** "SOW": a statement of work or work order that identifies Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be charged for the Services, together with any milestones, acceptance criteria and other information regarding the scope of work, as mutually agreed by the Parties.

## **B. CONTRACTOR RESPONSIBILITIES**

- B.1.1** Contractor will provide a limited license (as more explicitly set forth in Attachment A) to its proprietary, web-based platform, which provides certain features and functionality relating to reservation and point of sale system (POS) that includes:
  - B.1.2** Online and on-site reservation capabilities for campground, picnic areas, and special events
  - B.1.3** POS functionality supporting credit cards, mobile wallets, and offline operation.
  - B.1.4** Real-time reporting and dashboards for revenue, usage, and capacity management including General Ledger level matching reporting to banking reconciliation.
  - B.1.5** Role based user permission and audit trails.
  - B.1.6** Compatibility with GIS and County financial systems.
  - B.1.7** Secure hosting within the United States data centers with 99.99% uptime SLA
  - B.1.8** PCI-DSS compliant payment processing, TLS 1.2+ encryption, and MFA support
  - B.1.9** Full implementation services including data migration, staff training, documentation, and ongoing support.
  - B.1.10** A post launch support plan including enhanced emergency coverage and regular software updates.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

### **C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part, except that Contractor may assign this Contract without County's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the Contractor's obligations under this Contract..

### **C.4 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### **C.5 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process.

### **C.6 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within thirty (30) business days of the change.

### **C.7 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

### **C.8 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the applicable policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct provided to Contractor in writing; (c) comply with the applicable finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County provided to Contractor in writing; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, will be communicated in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate. County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

### **C.9 Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**C.10 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.11 County Representative**

The Director of Regional Parks or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

**C.12 Damage to County Property**

Not Applicable.

**C.13 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.14 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**C.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.14.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**C.14.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are proven by the County not to be in compliance with above.

**C.15 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.16 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.17 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or

photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

**C.18 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.19 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract. The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.20 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.21 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.22 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.23 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be terminated in accordance with Section C.37. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.24 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.25 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment

specifications, user lists, passwords, research data, and technology data. The foregoing confidentiality requirements shall not apply to information that (a) is or becomes generally known to the public; (b) was independently developed by the Contractor; or (c) is received from a third party who obtained such confidential information without any third party's breach of any obligation owed to the County.

**C.26 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, if reasonably practicable, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.27 Ownership of Documents**

*See Attachment A End User License Agreement.*

**C.28 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this contract with such governmental bodies as though they have been expressly identified in this contract, with the provisions that:

**C.28.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.28.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

**C.29 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.30 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract. All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

**C.31 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.32 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.33 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.34 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

### **C.35 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section E. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel. For any subcontractor, Contractor shall:

**C.35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**C.35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**C.35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. General Contract Requirements and Section E. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

### **C.36 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

### **C.37 Termination for Cause**

Either party may terminate this Agreement (including all Order Forms) if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Termination in accordance with this Section C.37 will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If County fails to timely pay any undisputed fees, Contractor may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.

### **C.38 Time of the Essence** **Not applicable**

**C.39** The Parties agree to perform their respective obligations under this Contract in a commercially reasonable and timely manner, subject to any mutually agreed schedules. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

### **C.40 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons

does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.41 Former County Administrative Officials**

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.42 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination. Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.43 Copyright**

**Not Applicable**

**C.44 Artwork, Proofs and Negatives**

**Not Applicable**

**C.45 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).



#### **C.46 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the County using Attachment F- Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

#### **C.47 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).**

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

#### **C.48 Use of Biobased Products (FAR 52.223-1)**

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

#### **C.49 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)**

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

### **D. TERM OF CONTRACT**

- D.1** This Contract is effective as of December 17, 2025, and expires December 16, 2032, with two (2) additional one (1) year extension options, but may but may be terminated earlier in accordance with provisions of this Contract.

### **E. COUNTY RESPONSIBILITIES**

- E.1** County will provide the Contractor access to data and applications needed in order to configure software and hardware with County systems.
- E.2** The Regional Parks Department will designate a Project liaison, who shall oversee activities and integration of scope of work provided by Contractor.
- E.3** County acknowledges that delays in providing required information, approvals, or participation may impact the project schedule and that Contractor shall not be held responsible for missed milestones or delays resulting from County inaction.
- E.4** County shall take all reasonable steps to facilitate implementation, including but not limited to:
- Allocating sufficient internal resources and subject-matter experts to support timely decision-making;
  - Coordinating with third-party vendors as necessary: the County will coordinate with its existing vendors, as needed, to facilitate Kaizen's access to data, systems, or other resources required for Kaizen to perform its obligations under this Contract.

- Ensuring staff complete assigned implementation and training tasks on schedule;
- Communicating changes in scope, staff assignments, or scheduling constraints in a timely manner.

**E.5** County shall upload, transmit, or otherwise make available to Contractor the content and data necessary for platform configuration, including but not limited to:

- Facility names, addresses, and scheduling rules;
- Program details (e.g., descriptions, dates, categories, fees);
- Historical user or registration data (where applicable);
- Membership types and access rules;
- Branded assets such as logos, templates, disclaimers, and messaging content.

**E.6** County shall ensure its designated Project Liaison and relevant staff:

- Attend regularly scheduled implementation meetings (virtually or in person),
- Provide timely written feedback on project deliverables, prototypes, and feature configurations,
- Identify key use cases, reporting needs, and other priorities,
- Participate in user testing and training sessions,
- Approve or reject milestones within five (5) business days of delivery.

## **F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this Contract shall not exceed \$1,540,678 for all software, hardware, and merchant processing fees. Payments for the software will be made according to the table below and more explicitly set forth in Exhibit 1 Order Form:

<b>Annual Software Costs</b>	
<b><u>Contract Year</u></b>	<b><u>Kaizen's Fee</u></b>
Year 1	\$49,000
Year 2	\$49,000
Year 3	\$49,000
Year 4	\$49,000
Year 5	\$49,000
Year 6	\$49,000
Year 7	\$49,000
<b>TOTAL COST</b>	<b>\$343,000</b>

**F.2** Kaizen will provide POS credit card readers at a cost of \$349 per unit. The Regional Parks Department will require twenty-two (22) fully configured units at point of system go live date.

**F.3** A merchant processing fee of 2.9% + \$0.30 per transaction will be deducted from gross payments processed through the Platform during the first year of the Term. Beginning in the second year and for the remainder of the Term, the merchant processing fee will be 3.5% + \$0.30 per transaction. The County will receive the net amount deposited to its designated account, and no separate invoice will be issued for these fees.

**F.4** Contractor shall issue an invoice for the Year 1 software cost upon execution of this Contract. For each subsequent Contract Year, Contractor shall invoice the County on or about each anniversary of the Contract's Effective Date.

**F.5** Invoices shall be issued with a net forty-five (45) day payment term with corresponding Purchase Order number stated on the invoices.

**F.6** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**F.7** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied

on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any third party's United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by the goods or services provided by Contractor under this Contract. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

Contractor will have no obligation under this Contract for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the goods or services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the goods or services are provided to comply with designs, requirements, or specifications required by or provided by County, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the goods or services by County or its Authorized Users for purposes not intended or outside the scope of the license granted to County; (d) County's or its Authorized Users' failure to use the goods or services in accordance with instructions provided by Contractor, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the goods or services not made or authorized in writing by Contractor where such infringement or misappropriation would not have occurred absent such modification. The foregoing exclusions shall not apply to the extent the infringement or misappropriation is finally determined by a court of competent jurisdiction to have resulted directly from Contractor's gross negligence or willful misconduct.

### **G.2 LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

EXCEPT FOR (a) Contractor's indemnification obligations under Section G.1 solely with respect to third-party intellectual property infringement claims, and (b) damages arising from a party's gross negligence or willful misconduct, UNDER NO CIRCUMSTANCES WILL CONTRACTOR'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID

TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**G.3 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.4 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.5 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.6 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.7 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.8 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.9 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.10 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.11 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item

reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

## **G.12 Types and Limits**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.12.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**G.12.2 Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.12.3 Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.12.4 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$3,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**G.12.5 Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.12.6 Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting

on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

#### **H. RIGHT TO MONITOR AND AUDIT**

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested related to Section F, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2** All records pertaining to all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.
- H.3** Any such audit or inspection under this Section H, are expressly conditioned upon the County giving Contractor ten days advance written notice and shall only occur during normal business hours.

#### **I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by either party to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured material breach, the non-breaching party may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- I.2.1** Afford the breaching party thereafter a time period within which to cure the breach, which period shall be no less than 30 days.
- I.2.2** If such breach is not cured, then the non-breaching party may, at its sole discretion, may terminate this Contract in accordance with Section C.37.

#### **J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County  
Regional Parks Department  
268 W Hospitality Lane Suite 303  
San Bernardino, CA 92408*

*Kaizen Laboratories Inc  
17 W 20<sup>th</sup> Street  
New York, NY 10011  
Attn:*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

#### **K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

#### **K. ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

B

y

\_\_\_\_\_  
Deputy

Kaizen Laboratories Inc.

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

B

y

►

\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Nikhil Reddy  
(Print or type name of person signing contract)

Title CEO  
(Print or Type)

Dated: \_\_\_\_\_

Address 17 W 20<sup>th</sup> Street  
New York, NY 10011

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

\_\_\_\_\_  
Suzanne Bryant, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

\_\_\_\_\_  
Valeda Fox, Staff Analyst II

Date \_\_\_\_\_

Reviewed/Approved by Department

►

\_\_\_\_\_  
Beahta R. Davis, Director, Regional Park  
Department

Date \_\_\_\_\_



Contract Number

SAP Number

**ATTACHMENT A**  
**END USER LICENSE AGREEMENT**

**DIGITAL SERVICES TERMS AND CONDITIONS**

These Digital Services Terms and Conditions (the “Terms”) are hereby incorporated into any Order Form (defined below) that references the Terms (the Terms together with the Order Form, the “Agreement”), and set forth the terms and conditions pursuant to which the customer entity identified in the applicable Order Form (the “Customer”) receives the services and materials set forth in the Order Form (collectively, the “Services”) from Kaizen Laboratories Inc. (the “Company”). If there is a conflict between the Terms and an Order Form, the terms of the Order Form will control.

**1. DEFINITIONS**

1.1. “**Authorized User(s)**” means any employee or contractor of Customer that is authorized by Customer to use the Services on its behalf and has created an account in accordance with Section 2.3.

1.2. “**Company Platform**” means Company’s proprietary, web-based platform, which provides certain features and functionality relating to administration of municipal spaces.

1.3. “**Customer Data**” means any data, content, or information that is uploaded, transmitted, submitted, provided, or otherwise made available on the Company Platform by or on behalf of Customer.

1.4. “**Documentation**” means any user documentation, in all forms (e.g., user manuals, on-line help files) provided by Company which relate to the Services.

1.5. “**Order Form**” means an order form, quote or other similar document that: (a) sets forth the Services, the pricing therefor, and the Initial Service Term; (b) references these Terms; and (c) is executed by the parties.

1.6. “**Scope Limitations**” means the limitations on Customer’s use of the Services specified in the Order Form.

1.7. “**Services**” means the services and materials set forth in an Order Form.

1.8. “**Usage Data**” means any performance, analytical, or usage information relating to Customer’s and Users’ use of the Services which is generated or otherwise collected by the Services and is in aggregated or deidentified form only.

1.9. “**User(s)**” means any individual who uses the

Services, including both Authorized Users and End Users.

1.10. “**End User**” means any User who is not the Customer or an Authorized User, and who interacts with the Company Platform in a customer-facing capacity, such as a resident, participant, or member of the public submitting payments, registrations, or requests through the Platform.

1.11. “**Gross Billing**” means the total dollar value of all payments processed or facilitated through the



Company Platform during the Term, whether by electronic means (including credit card, ACH, or digital wallet) or offline methods (such as cash or check), and inclusive of any applicable payment processing fees.

- 1.12. **“Module(s)”** means a functional component of the Company Platform that enables a specific category of administrative or transactional User workflow. Modules include, but are not limited to: Facility Reservations, Point of Sale, Payment Processing, Memberships, Day-Use Management, Campground Reservations and Management, Programming, Ticketing, Special Events, Access-Based Controls, and other similar services or functional groupings that may be added by mutual agreement or documented in an Order Form or implementation plan.

## 2. SERVICES

- 2.1. Use of the Services. Subject to the terms and conditions of this Agreement, Company grants to Customer and its Authorized Users a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 12.4) right during the Term (defined below) to use the Services solely in connection with Customer’s internal business operations. Customer’s and its Authorized Users’ right to use the Services is subject to the Scope Limitations and contingent upon their compliance with the Scope Limitations.
- 2.2. Use of the Documentation. Subject to the terms and conditions of this Agreement, Company grants to Customer and its Authorized Users a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 12.4) license, without right of sublicense, during the Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with their use of the Services in accordance with this Agreement.
- 2.3. Authorized Users. To access the Services, Customer and its Authorized Users will be required to register for an account. When registering for an account, Customer and its Authorized Users will be required to provide Company with certain registration information (including, the Customer’s name, email

address, account password, and other contact information). Customer acknowledges and agrees that the information provided to Company is accurate, complete, and not misleading, and that Company will, and will require that its Authorized Users, keep such information accurate and up to date at all times. Each account created by a Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity. Customer is primarily responsible for maintaining the confidentiality of its account and password and those of its Authorized Users, and Customer accepts responsibility for all activities that occur under its and its Users' accounts. Customer will immediately notify Company upon becoming aware, or having a reasonable basis to believe, that its or its Users' accounts are no longer secure.

2.4. Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties or its Users to:

- (a) rent, lease, or otherwise permit third parties to use the Services or related Documentation;
- (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) use the Services for any benchmarking activity or in connection with the development of any competitive product; (d) circumvent or disable any security or other technological features or measures of the Services; (e) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know how or algorithms relevant to the Services or any software, Documentation or data related to the Services; or (f) remove any proprietary notices or labels included as part of the Services. Company may immediately suspend access to or use of the Service by Customer and its Authorized Users upon notice to Customer for any breach of this Section 2.4.

2.5. Reservation of Rights. Company grants to Customer a limited right to use the Services and related Documentation under this Agreement. Customer will not have any rights to the Services, related Documentation, or Usage Data except as expressly granted in this Agreement. Customer acknowledges that all right, title and interest in and to all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, information, and other intellectual property (a) conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by Company, solely or in collaboration with others, in the course of performing the Services; or (b) that form all

or part of a deliverable provided as part of the Services, whether developed as part of the Services or separately, but excluding third party materials, and all derivatives thereof as well as the Documentation and Usage Data is and shall remain exclusively with Company. Company reserves to itself all rights to the Services, related Documentation, and Usage Data not expressly granted to Customer in accordance with this Agreement.

2.6. Feedback. If Customer or any of its Authorized Users provides any feedback to Company concerning the functionality and performance of the Services (including identifying potential errors and improvements), Customer hereby grants Company an unrestricted, perpetual, irrevocable, non-exclusive, fully paid-up, royalty-free license to exploit such feedback in any manner and for any purpose, including to improve the Services and create other products and services. Company will have no obligation to provide Customer or its Authorized Users with attribution for any such feedback.

2.7. Customer Data License. Customer hereby grants Company, during the term of this Agreement, a worldwide, non-exclusive, royalty-free, fully paid-up, irrevocable, non-sublicensable, non-transferable (except as permitted in Section 12.4) license to collect, use, store, modify, disclose, publicly display, reproduce, transmit, and otherwise process Customer Data solely: (1) in connection with the Services and Company's related applications; and (2) as otherwise provided for under this Agreement, including to collect, generate, and derive Usage Data. Company will maintain an industry-standard security program that is designed to prevent unauthorized access to or use of Customer Data. For purposes of this Agreement, confidential information of Customer does not include Customer Data.

2.8. Usage Data. Company and the Services collect, generate, and derive Usage Data for Company's business purposes, including to: (a) track usage for billing purposes; (b) monitor the performance, security, integrity, availability, and stability of the Services; (c) prevent or address technical issues with the Services; and (d) improve the Services and develop derivative and new products and services. Customer will not, and will require that its Authorized Users do not, interfere with the collection of Usage Data. As between the parties, Company owns all right, title, and interest, including all intellectual property rights in and to, the Usage Data, the know-how and analytical results generated in the processing and use of Usage Data, and any new products, services, and developments, modifications, customizations, or improvements to the Services made based on the

Usage Data. Company will not disclose Usage Data externally, including in benchmarks or reports, unless such Usage Data has been (a) de-identified so that it does not individually identify Customer or any User and (b) aggregated with usage data from other Users of the Service.

responsible for establishing and maintaining its own

2.9. Maintenance. Company will provide maintenance and support services as described in Exhibit B, which is incorporated by reference and may be updated from time to time. The version in effect as of the Effective Date will govern during the Term, unless otherwise agreed in writing.

2.10. Platform Exclusivity. Customer agrees that, within twelve (12) months of the Effective Date, all transactions and service workflows associated with the Modules listed in this Agreement shall be processed exclusively through the Company Platform. Customer shall not implement or maintain duplicative systems, platforms, or third-party vendors for the same functional use cases defined in the applicable Order Form or any associated implementation documentation. This exclusivity is intended to ensure a consistent user experience, accurate reporting, and full realization of the platform's value. Exceptions to this obligation must be agreed to in writing by the Company in advance.

### **3. CUSTOMER RESPONSIBILITIES**

3.1. Protection against Unauthorized Use. Customer will, and will require that its Users, use reasonable efforts to prevent any unauthorized use of the Services and related Documentation and will immediately notify Company in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Customer or its Users, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by Company to prevent or terminate unauthorized use of the Services or related Documentation.

3.2. Compliance with Laws. Customer will, and will require that its Authorized Users, use the Services and related Documentation only in compliance with all applicable laws and regulations, including but not limited to laws concerning privacy, data protection, accessibility, and digital communications. Customer shall also comply with Company's Privacy Policy, available at <https://www.kaizenlabs.co/privacy-policy/>, which is incorporated by reference and may be updated by Company from time to time in accordance with applicable law. Customer is solely

internal policies, practices, and compliance measures regarding the collection, use, and disclosure of data from its End Users, participants, or constituents through the Services. This includes but is not limited to providing any required notices, obtaining valid consents, and responding to data subject requests, where applicable. Company disclaims any responsibility or liability arising from Customer's failure to fulfill such obligations.

3.3. Export Controls. Customer will not remove or export from the United States or allow the export or re-export of the Services, or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Platform and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and

(5) are deemed to be "commercial computer software" and "commercial computer software documentation."

Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.4. Related Equipment. Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, the "**Equipment**"). Customer is responsible for maintaining the security of the Equipment and related Customer accounts on the Equipment, and for all uses of the Equipment.

#### **4. FEES AND PAYMENT**

4.1. Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement, as specified in the applicable Order Form. Any additional services or hardware not set forth in an Order Form may be subject to additional fees. Unless otherwise specified in the Order Form, Customer will pay all amounts due within 60 days of the date of the applicable invoice.

Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Customer will pay all such amounts in United States dollars.

4.2. Fee Disputes. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.3. Non-Refundability of Transaction Fees. Kaizen's Platform transaction fees are earned at the time of processing and are non-refundable, regardless of whether the underlying payment is later refunded, reversed, canceled, or disputed by the Customer or any End User. Refunds of the underlying service amount may be issued by either the Customer or an End User, for any reason, including service cancellations, schedule changes, or participant withdrawals. However, such refunds do not alter or reverse the Transaction Fees assessed by Kaizen in connection with the original transaction. Responsibility for funding the value of any refund shall depend on the party designated as the payer under the applicable contract structure at the time of the transaction. Where Kaizen manages or administers the underlying payment processing account on the Customer's behalf, Kaizen may process refunds or disbursements of Customer-held funds only upon written instruction from the Customer. In all cases, Kaizen's Transaction Fees will remain due and payable and will not be refunded, offset, or credited.

## 5. CONFIDENTIALITY

5.1. Definition of Confidential Information. As used herein, "Confidential Information" means all information of a party ("Disclosing Party") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("Receiving Party") or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information of Company includes the Services, Usage Data, and Documentation. The terms and conditions of this Agreement shall be the Confidential Information of

both parties. Confidential Information shall not include any information that (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

5.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except as reasonably necessary to perform its obligations or exercise its rights under this Agreement. Without limiting the foregoing, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care. The Receiving Party shall ensure that any employees or any third parties who receive access to the Confidential Information of the Disclosing Party are subject to a written agreement containing terms regarding the use and disclosure of Confidential Information consistent with those herein. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

5.3. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Confidential Information, if required by law, subpoena or court order, provided (if permitted by law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment. The parties acknowledge that Customer may be subject to federal, state, or local laws requiring public disclosure of certain records, including but not limited to the Freedom of Information Act ("FOIA") or applicable state public records laws. If Customer receives a request for records that may include Company's Confidential Information, proprietary information, or trade secrets, Customer agrees to (a) promptly notify Company in writing, to the extent permitted by law, and (b) provide reasonable

cooperation, at Company's expense, in seeking confidential treatment or legal protection of such information. Company acknowledges that final disclosure determinations lie with the Customer, but nothing in this Agreement waives Company's rights to seek protective orders or other remedies under applicable law. The parties further agree that any pricing, platform documentation, technical materials, and non-public Usage Data constitute "Confidential Information" under this Agreement and should be treated as such to the maximum extent permitted by law.

substantially similar services from another vendor during the upcoming fiscal year. Customer shall use reasonable efforts to secure continued funding to support the Agreement and shall promptly notify

## **6. TERM AND TERMINATION**

- 6.1. Term. This Agreement will commence on the Effective Date and will remain in effect for the Initial Service Term set forth in the applicable Order Form, unless terminated earlier in accordance with its terms.
- 6.2. Termination for Material Breach. Either party may terminate this Agreement (including all Order Forms) if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Termination in accordance with this Section 6.2 will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Customer fails to timely pay any undisputed fees, Company may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.
- 6.3. Termination for Non-Appropriation. Customer may terminate this Agreement solely in the event that sufficient funds are not appropriated by its governing body to fulfill its payment obligations for the upcoming fiscal year, and no other legally available funds exist to continue this Agreement. Any such termination shall be effective only at the end of the then-current fiscal year and only upon all of the following conditions being met: (a) At least thirty (30) days' prior written notice to Company, upon becoming aware that future funding will not be appropriated; (b) Written certification by an authorized financial officer of the Customer stating that funding is not available and cannot be lawfully reallocated or otherwise obtained to meet the Customer's obligations under this Agreement; (c) Payment of all fees and amounts properly due for Services rendered through the effective date of termination; and (d) Confirmation that Customer is not reallocating available funds to procure

Company of any funding risk that may affect ongoing performance.

connection with its obligations under this Agreement

6.4. Post-Termination Obligations. If this Agreement is terminated for any reason, (a) Customer will pay to Company any fees or other amounts that have accrued prior to the effective date of the termination, including any applicable Separation Fee under Section 6.3, if termination was for convenience (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Customer will provide Company with a written certification signed by an authorized Customer representative certifying that all use of the Services and related Documentation by Customer and its Users has been discontinued. All definitions and the following provisions shall survive termination or expiration of this Agreement: Sections 1, 2.6, 4.3, 5, 6.3, 6.4, 7, 10, and 12.

## 7. WARRANTY AND DISCLAIMER

7.1. Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

7.2. Company Warranties. Company represents and warrants that the Services will perform materially in accordance with its Documentation, and will be provided in a workmanlike manner consistent with applicable laws. The foregoing warranty does not apply to (a) any Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Services warranty, Company will repair or replace any nonconforming Services so that the affected portion of the Services operates as warranted. If Company is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to Company within 90 days of Customer discovering the defect to receive such warranty remedies. This Section 7.2 states Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged breach of warranty.

7.3. Customer Warranties. Customer represents and warrants to Company that: (a) it and its Authorized Users will comply with all applicable laws in

and their use of the Services; and (b) it has provided all notices to and obtained all necessary and sufficient rights, permissions, capacity, consents, and authority to fully comply with its obligations under this Agreement without violating applicable laws, infringing, misappropriating, or otherwise diluting any third-party rights (including intellectual property, publicity, privacy, or other proprietary rights), or breaching any terms or conditions in any agreement or privacy policies with a third party.

7.4. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF THE SERVICES.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

8.1. Defense of Infringement Claims. Company will, at its expense, either defend Customer from or settle any claim, proceeding, or suit brought by a third party ("**Claim**") against Customer alleging that Customer's use of the Services infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right during the term of this Agreement if: (a) Customer gives Company prompt written notice of the Claim; (b) Customer grants Company full and complete control over the defense and settlement of the Claim; (c) Customer provides assistance in connection with the defense and settlement of the Claim as Company may reasonably



request; and (d) Customer complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing Services). Customer will not defend or settle any Claim without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim.

8.2. Indemnification of Infringement Claims. Company will indemnify Customer from and pay (a) all damages, costs, and attorneys' fees finally awarded against Customer in any Claim under Section 8.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Section 8.1 (other than attorneys' fees and costs incurred without Company's consent after Company has accepted defense of the Claim); and (c) all amounts that Company agrees to pay to any third party to settle any Claim under Section 8.1.

8.3. Exclusions from Obligations. Company will have no obligation under this Section 8 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the Services are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Services by Customer or its Authorized Users for purposes not intended or outside the scope of the license granted to Customer; (d) Customer's or its Authorized Users' failure to use the Services in accordance with instructions provided by Company, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Services not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

8.4. Limited Remedy. This Section 8 states Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Services.

## 9. CUSTOMER INDEMNIFICATION

9.1. Defense. Customer will defend Company from any actual or threatened third party Claim arising out of or

based upon the Customer Data, Customer's or its Authorized Users' use of the Services, or Customer's or its Authorized Users' breach of any of the provisions of this Agreement if: (a) Company gives Customer prompt written notice of the Claim;

(b) Company grants Customer full and complete control over the defense and settlement of the Claim;

(c) Company provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request; and (d) Company complies with any settlement or court order made in connection with the Claim. Company will not defend or settle any Claim without Customer's prior written consent. Company will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim.

## 10. LIMITATIONS OF LIABILITY

10.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED \$10,000. THE COMPANY RESERVES THE RIGHT TO REEVALUTE THIS AMOUNT UPON AGREEMENT RENEWAL DATES.

10.3. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS

A N ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

## 11. INSURANCE

11.1. To the extent applicable, Company shall maintain the insurance coverages required under Section G.12 of the Contract, and those requirements are incorporated by reference into this Attachment. In the event of conflict between this Section 11.1 and Section G.12, the requirements of Section G.12 shall control.

## 12. GENERAL

12.1 Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

12.2 Publicity. Company may include Customer and its trademarks in Company's customer lists and promotional materials but will cease further use at Customer's written request.

12.3 Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that Company may assign this Agreement without Customer's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the Company's obligations under this Agreement.

12.4 Subcontractors. Company may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

12.5 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by (a) certified or registered mail, or insured courier, return receipt requested, or (b) by email to the appropriate party at the address set forth on the signature page of this Agreement and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 12.6. Notices are deemed given

two business days following the date of mailing or one business day following delivery to a courier.

12.6 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

12.7 Cooperative Purchasing. As permitted by applicable law, Customer has authorized this Agreement for cooperative procurement purposes. Other eligible public agencies, including cities, counties, and state agencies, may procure services directly from the Company under this Agreement. The terms, scope, and pricing for each such transaction may be adjusted to reflect the specific operational, procurement, or budgetary needs of the participating agency, subject to mutual agreement between the Company and such agency. Company expressly reserves the right to revise pricing, implementation schedules, or legal terms when entering into a separate agreement with any participating public entity. Each participating agency shall be solely responsible for its own contract execution, compliance with applicable procurement laws, acceptance and use of the Services, and payment of any associated fees. Use of this Agreement by other public agencies shall not create any obligation or liability—financial or otherwise—on the part of the originating Customer. The Company shall include in any cooperative use contract a clause indemnifying and holding harmless the originating Customer from any claims, demands, or liabilities arising out of such participation. Company shall maintain a list of public entities utilizing this Agreement and report aggregate annual usage data upon request. Nothing herein guarantees any usage by other public entities or establishes any agency, joint venture, or employment relationship between them and the originating Customer.

12.8 Governing Law. This Agreement shall be governed by the laws of the Customer's jurisdiction, and any legal action concerning the provisions hereof shall be brought in the courts located in the Customer's jurisdiction.

12.9 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver

of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

12.10 Severability; Counterparts. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Services will immediately terminate. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

12.1. Entire Agreement. This Agreement, including all applicable exhibits, is the final and complete expression of the agreement between these parties regarding Customer's and its Users' use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is

specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written mutual agreement signed by an authorized agent of both Parties. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically agrees to such provision in writing and signed by an authorized agent of Company.

**EXHIBIT B-1**  
**STATEMENT OF WORK**

Proposal Description

## The Way We'll Work With You

### Introduction

At Kaizen, our mission is to create user interfaces for civic institutions that are not only affordable but also highly effective and on par with those in the private sector. We recognize that each park and recreation department has unique requirements, and we welcome these differences. That's why we have developed a range of product lines, including modules for point-of-sale and reservation management, event management, and more. Our goal is to combine these modules into a customized interface for the County that's both aesthetically pleasing and functional, bringing the the County's digital needs into the modern era with confidence and ease.

Our primary aim is to build a platform that the County's team can grow with and use 100% of – not a stagnant platform that begins aging right after deployment. To accomplish this need for the County, customization is necessary and a core part of the way we operate. As we hope to convey throughout this proposal, our updates are made in a matter of weeks, not months or years.

Our commitment extends beyond the initial launch—we will continue to provide software updates, design improvements, and performance tweaks free of charge as often as they become available. This will happen for the entire duration of our contract.

Working closely with the County's staff, we'll ensure that they feel confident and comfortable using our software to support their essential workflows. We take pride in our team of award-winning engineers and designers who are dedicated to delivering a beautiful, functional, and inspiring digital experience for the County. Our team members have been recognized with multiple awards for our excellence in web design, front-end development, and mobile application development, showcasing our unwavering commitment to quality and innovation. With these foundational skills and our high standards for excellence, we are the perfect partner to collaborate with in creating an outstanding digital experience for the County.

We prioritize performance, thoughtful design, and functionality when creating our interfaces, ensuring that they are optimized for use on both desktop and mobile devices. We strive to provide the best user experience for every device, making our interfaces easily accessible and functional for all users.

### Kaizen's Proposal

#### Our Understanding of the County's Needs

The County seeks a modern, user-friendly, and fully integrated Point of Sale (POS) and Park Reservation System to streamline campground bookings, facility rentals, and event management across its nine regional parks and related facilities. Kaizen understands the County's priorities:



centralized reservation management, enhanced customer experience through mobile access, real-time data tracking, secure payment processing, and compliance with government IT and data standards. Kaizen will meet these needs through a proven cloud-based platform that combines an intuitive public interface with robust administrative tools, supported by a dedicated implementation team with extensive experience in public sector recreation systems.

#### **Statement of Proposed Services**

Kaizen will deliver a reliable and user-friendly reservation and POS system that includes:

- Online and on-site reservation capabilities for campgrounds, picnic areas, and special events
- POS functionality supporting credit cards, mobile wallets, and offline operation
- Real-time reporting and dashboards for revenue, usage, and capacity management
- Role-based user permissions and audit trails
- Compatibility with GIS and the County's financial systems
- Secure hosting within U.S. data centers with 99.99% uptime SLA
- PCI-DSS compliant payment processing, TLS 1.2+ encryption, and MFA support
- Full implementation services including data migration, staff training, documentation, and ongoing support
- A post-launch support plan including enhanced emergency coverage and regular software updates

#### **Assumptions or Constraints**

Kaizen assumes the County will designate a project liaison to facilitate access to relevant stakeholders, existing data, and systems. It is also assumed that any third-party vendors (e.g., GIS platforms) will support integration efforts as needed. Custom feature requests outside the base scope will be evaluated collaboratively and managed through a change control process to preserve project timelines.

Steve Reilly, Director of Parks & Recreation, Town of Weymouth, MA

**“It doesn't feel like we're limited in terms of what we're going to achieve. As other communities realize the success that we're having with Kaizen, they're going to look to get on board.”**

Town Resident & Parent, Town of Weymouth, MA

**“The new system being quick and intuitive and easy-to-use just makes my life so much easier.”**

## A Solution Designed for the San Bernardino County Regional Parks Department

Kaizen is committed to delivering a comprehensive, user-friendly, and secure Point-of-Sale and Park Reservation software solution that fully supports the County's objectives. Our platform is designed to streamline operations, enhance the user experience, and ensure compliance with regulatory standards—all while supporting future scalability and integrations.

### Tailored Configurations for County Operations

Kaizen's platform is purpose-built for public sector recreation and will be tailored to the specific operational, technical, and user experience needs of the San Bernardino County Regional Parks Department. Our system supports flexible configuration of facilities, pricing, permits, and permissions to reflect the County's unique park offerings—from campground reservations to fishing permits and event tickets.

### Streamlined Tools for Staff Efficiency

For County staff, the administrative interface offers intuitive workflows, role-based access, and robust analytics to streamline daily operations, manage capacity, and track revenue across all park locations. The platform integrates with GIS for spatial visualization of park assets and connects with financial systems for seamless reconciliation.

### Modern, User-Friendly Experience for the Public

For the public, the user interface prioritizes accessibility and convenience. Visitors can easily search, view site photos, and book reservations from any device. Automated emails, SMS alerts, and QR code-based entry improve communication and reduce no-shows. Offline POS functionality ensures consistent service, even in low-connectivity areas.

### Continuous Improvement and Long-Term Value

Kaizen continuously enhances its platform through user feedback, and the County will benefit from ongoing updates, dedicated account support, and a product roadmap shaped by the real-world needs of agencies like theirs. This approach ensures long-term value through continuous innovation, compliance, and exceptional service.

We are thrilled to have the opportunity to be considered for this project, and we invite you to inform your decision-making process by reviewing our platform's capabilities and our approach to delivering the requested scope of services.

**Vic Pereira** Director of Parks & Recreation, Pima County, AZ

#2 Largest County in Arizona | #3 Largest Metro Area in Southwest | 1,063,000 population

**"I fully believe that the level of service we're going to get is going to be head and shoulders above what we are getting currently."**

## Proposal Description

# Requested Information - Attachment K

Below we have provided responses to each of the County's questions as listed in the Technical Review section of the Proposer Questionnaire (Attachment K).

### 1. Proposed Technology

- a. Proposer shall describe its technological solutions and services to accomplish the purpose and objective described in the County's Purpose Statement. Include and describe specific technologies, both hardware and software. Please include minimum standard for hardware and/or infrastructure requirements.

Kaizen's Point-of-Sale and Park Reservation software solution is designed to provide the County with key process enhancements and optimize the utilization of precious Parks Department resources. Kaizen offers a web-based platform that is intuitive, engaging, aesthetically pleasing, and optimized for operational efficiency across all of the following modules. We firmly believe that governments should have the ability to handle all aspects of their POS, reservation, and event management in one consolidated platform. Kaizen can provide just that.



### Online Park Reservations

Our software enables efficient management of reservations for any campground, picnic area, venue, etc., both in-person and online. Each reservable space is showcased on its own dedicated page, with high-resolution photos, detailed descriptions, rates, location, parking, and any other relevant information you wish to include. Our integrated master calendar ensures no double bookings occur, and our comprehensive reservation and checkout process includes deposits, permits, custom forms, and waivers.



### Point-of-Sale

Kaizen's Point-of-Sale (POS) allows visitors to make in-person purchases, including facility reservations and passes, and staff to sell merchandise and concessions. Our integrated inventory control system allows for real-time tracking of park and product availability, providing staff with accurate information on item stock levels. We seamlessly integrate with cash drawers, barcode readers, receipt printers, and credit card readers where requested or Kaizen will provide (at-cost) completely new state-of-the-art PCI-compliant hardware.





## **Ticketing and Event Management**

Easily generate and distribute tickets or registration proof for special events held in any of your park sites. Users will receive their tickets and receipts via email and can retrieve them on their mobile device using QR code to be scanned upon entry. Meanwhile, administrators can access a comprehensive management interface to verify purchases, registrations, and modify user access. Our ticketing platform can support events with hundreds of thousands of attendees.



## **Overall Landing Page and Discovery**

Kaizen's software is designed to provide a beautiful and informative discovery experience, making it easy for visitors to explore and engage with your parks and amenities. Our software empowers users to spend more time enjoying the County's recreational offerings and generates greater revenue for your organization.



## **Fully Digital Pass Management**

Kaizen's software supports a broad range of pass types, fully backed by user registration and onboarding flows, pass renewals and payments, user communication tools such as email and SMS, event management, and data analytics to track user engagement and retention. Access to facilities can be fully digital and QR code-based for use in park facilities, recreational spaces, and event venues.



## **Mobile Responsiveness**

Kaizen is dedicated to providing a seamless digital experience across devices, whether users are using desktop, mobile, or tablet. By providing a responsive mobile experience, Kaizen helps cities ensure that their most vital services meet WCAG standards and stay accessible to everyone.



## **Marketing and Mass Comms with E-mail and SMS**

Whether it's a park closure or a last-minute cancellation, utilize emails or SMS messages efficiently to ensure that your guests and visitors stay informed and receive updates in real-time.



## **Cloud-Based Architecture**

Our web-based, cloud-hosted SaaS solution offers seamless integration with local POS hardware, including QR/barcode scanners, ticket and receipt printers, cash drawers, and credit card processing devices. Compatible across all desktop and mobile devices, this flexibility ensures a streamlined and accessible experience, allowing users to easily manage transactions and access services from any device,

enhancing overall operational efficiency and customer satisfaction.



## Compliance with the Highest Security Standards

In order to ensure that we deliver outstanding support to our partners, we prioritize security as our topmost concern. We remain compliant with the best security practices such as SOC2, HIPAA, and ISO27001 frameworks to safeguard sensitive user data, including PHI, from loss, theft, or misuse. Our PCI-compliant gateway offers a safe and secure approach to managing customer payments.

b. List all types of platforms for which you are certified or capable to install, integrate and support.

Kaizen is the sole developer and implementer of our proprietary technology. Our Engineering, Design, and Implementation teams consist of full-time Kaizen employees who are hyper-focused on delivering long-term value for the government agencies with whom we partner. We do not implement third-party systems or outsource professional services for implementation, support, or training. This approach enables us to provide an enhanced level of quality and oversight for the systems that we build and implement to our customers.

Our approach to developing accessible and user-friendly software means that our platform is compatible with many applications commonly used by both staff and public users. This includes:

### Parks Department Website

Kaizen's platform is designed to seamlessly integrate with the County's existing website, applying the County's visual identity elements, such as logos, color palettes, etc., to ensure brand consistency. Our intent is to maintain the County's look-and-feel across the user interface, providing a cohesive experience that reflects the County's image. Kaizen's platform also supports ADA-compliant front-end design and is mobile0optimized, ensuring accessibility and usability across all devices.

### Modern Payment Methods

In addition to traditional payment methods like credit/debit card, cash, and check, Kaizen's payments infrastructure supports the most modern payment methods for all online and electronic transactions, available out-of-the-box for every one of our deployments. Our supported payment methods include:

- Apple Pay
- Google Pay
- Cash App Pay
- PayPal
- Tap-To-Pay on iOS, Android, and all physical reader devices
- Major credit and debit cards including Visa, Mastercard, American Express, Discover, etc.

- Buy Now Pay Later methods like Affirm, AfterPay, and Klarna
- ACH Direct Debit
- Bank Transfer

#### **Messaging and Communications**

Kaizen's platform includes robust built-in messaging and communication capabilities designed to enhance engagement, reduce no-shows, and streamline information delivery for both staff and the public. These features support automated and manual communications via email, SMS (text messaging), and in-app notifications.

#### **User Authentication**

Kaizen's platform supports a flexible and secure set of user authentication options to meet both public accessibility needs and County security requirements.

Our enterprise authentication methods include:

- Azure AD SSO
- Okta Workforce
- Microsoft ADFS
- SAML-based authentication
- Active Directory / LDAP authentication
- Google Workspace SSO

Our social authentication methods include:

- Facebook
- Google
- Apple
- LinkedIn
- PayPal
- Amazon
- Slack
- Twitter
- and 15 other social methods including custom integrations

#### **Financial Tracking and General Ledger Reporting**

Kaizen also ensures smooth integration with the County's general ledger, facilitating the automatic posting of financial transactions to the correct income, expense, and tax accounts. Detailed revenue reports, show income by location, product, or service, giving the County a clear financial overview. Additionally, reconciliation reports (such as the credit card reconciliation or daily cash reconciliation) ensure accuracy by matching transactions logged within the system to external banking or accounting records.

c. List all types of data reports capable. Please indicate which reports can be customized.

Kaizen's platform provides a comprehensive suite of reports designed to support operational oversight, financial reconciliation, and strategic planning. These include:

**Reservation and Usage Reports**

- Facility and site utilization
- Booking trends by date, location, or user type
- No-show and cancellation rates
- Group and event attendance tracking

**Financial Reports**

- Daily revenue summaries
- Payment method breakdowns (credit card, cash, mobile)
- Refunds and chargebacks
- General ledger export for ERP reconciliation

**Inventory and Sales Reports**

- Retail and concession sales by item or category
- Inventory depletion and restocking reports
- Sales per location or device

**Customer and Membership Reports**

- User demographics and registration trends
- Membership purchase and renewal tracking
- Annual pass usage

**Compliance and Audit Reports**

- Transaction logs with timestamps and user IDs
- Staff activity logs for accountability
- Payment gateway reconciliation

**Custom and Ad-Hoc Reports**

- Custom filters and export tools (CSV, Excel, PDF)
- Scheduled reports via email
- Integration-ready data feeds for dashboards or BI tools

## 2. Proposed Equipment

Proposer shall describe its equipment sources and solutions, including brands, types, pricing model, discount on list prices, etc.

Kaizen's platform is 100% cloud-based, a model that greatly minimizes burden on IT and administrative staff and provides a scalable solution that is accessible from any device, including laptops, tablets, and mobile phones.

Because our system was designed to support in-person Point-of-Sale transactions, our software seamlessly integrates with hardware components like card readers (chip, swipe, contactless/NFC for Apple Pay, Google Pay), 2D barcode/QR code scanners, receipt printers, and cash drawers. Kaizen is generally vendor agnostic, meaning that our system is compatible with most leading brands for these devices.

Depending on the County's existing hardware setup, certain components may need to be replaced with more modern devices (e.g. handheld POS card readers). In the event that any of these hardware components need to be updated to support this project, Kaizen can provide hardware (at-cost) to ensure that the County has the latest user-friendly technology to deliver a seamless experience for end users.

Modern & PCI-Compliant hardware readers



Fully customizable payment screens for physical readers



### 3. Training and Support

Proposer shall describe the training and ongoing support offered.

Kaizen is committed to ensuring County staff are fully equipped to adopt and utilize the platform through a comprehensive support and training program.

#### **User Training Sessions for Park Staff, Management, and IT Teams**

Kaizen provides structured, role-specific training sessions for frontline staff, supervisors, and IT administrators. Training is offered in both live virtual and in-person formats, covering core system functionality, daily workflows, and administrative configuration. Interactive sessions are designed to align with each group's responsibilities and include hands-on exercises, Q&A, and follow-up support.

#### **Development of User Manuals, FAQs, and Training Videos**

Kaizen delivers a full training toolkit that includes step-by-step user manuals, on-demand video tutorials, and FAQs tailored to the County's system configuration. These resources are regularly updated and accessible via a self-service support portal, enabling staff to quickly reference procedures and best practices as needed.

#### **Helpdesk Support for Troubleshooting and System Maintenance**

Kaizen provides dedicated helpdesk support with defined service levels, including live phone and email assistance during business hours, and emergency response availability after hours. Issues are triaged by severity, with rapid escalation protocols in place for time-sensitive problems. Our support team collaborates with the County's IT and operations teams to resolve incidents, apply patches, and ensure system stability.

#### **Ongoing Software Updates and Feature Enhancements**

The Kaizen platform is continuously improved through a structured product development cycle. The County will receive regular (typically monthly), non-disruptive software updates that include security patches, performance optimizations, and new features—many of which are shaped by feedback from other similar park and recreation departments. All updates are communicated in advance with release notes and optional training on new functionality.

Will Ashworth Facilities Coordinator, Town of Weymouth, MA

**"The best user training I've ever had. I finally felt like I was using an application built in this century."**



#### 4. Geographical Coverage

Please refer to the location table below (Attachment M L), which lists parks and reserves of the County. Based on the scope of work of this RFP, is the Proposer able to provide Services, equipment, and software to:

Kaizen confirms that our system and services will support all of the County's locations as identified in the RFP. Our system can also easily scale to support other locations as needed during the course of our partnership.

Park/Preserve	Included in Kaizen's Scope?
Big Morongo Canyon Preserve	Yes
Calico Ghost Town Regional Park	Yes
Cucamonga-Guasti Regional Park	Yes
Glen Helen Regional Park	Yes
Mojave Narrows Regional Park	Yes
Mojave River Forks Regional Park	Yes
Prado Regional Park	Yes
Santa Ana River Trail and Parkway	Yes
Yucaipa Regional Park	Yes

Angela Crenshaw Director, Maryland Park Service

**"The goal of this new day use reservation system is making our parks more welcoming and accessible to all. By allowing visitors to plan ahead, we're helping families make the most of their time outdoors — with less stress and more confidence that they'll have a great day in our state parks."**

Jennifer Waller Parks Director, Maricopa County, AZ

**"[Kaizen] will be as unique as we are, [giving us] more control and straightforward deliverables..that are specifically what we need. We're pretty excited about the fluidness of this [system]."**

## Proposal Description

# System Features & Functional Requirements

Below we have provided responses to each of the County's requirements as detailed in the RFP's Scope of Work. We look forward to the opportunity to showcase our software capabilities in a live demonstration and answer any additional questions your team may have regarding our company, products, and services.

## Reservation Management System (RMS)

- Online and on-site facility reservations (campgrounds, picnic areas, event venues).

Yes! Kaizen's platform supports comprehensive reservation capabilities for both online and in-person use. Public users can easily reserve campsites, picnic areas, and event spaces through a mobile-friendly web portal, while staff can manage walk-up reservations via the on-site POS interface. The system accommodates single and group bookings, customizable time blocks, and variable pricing based on location, date, or permit type.

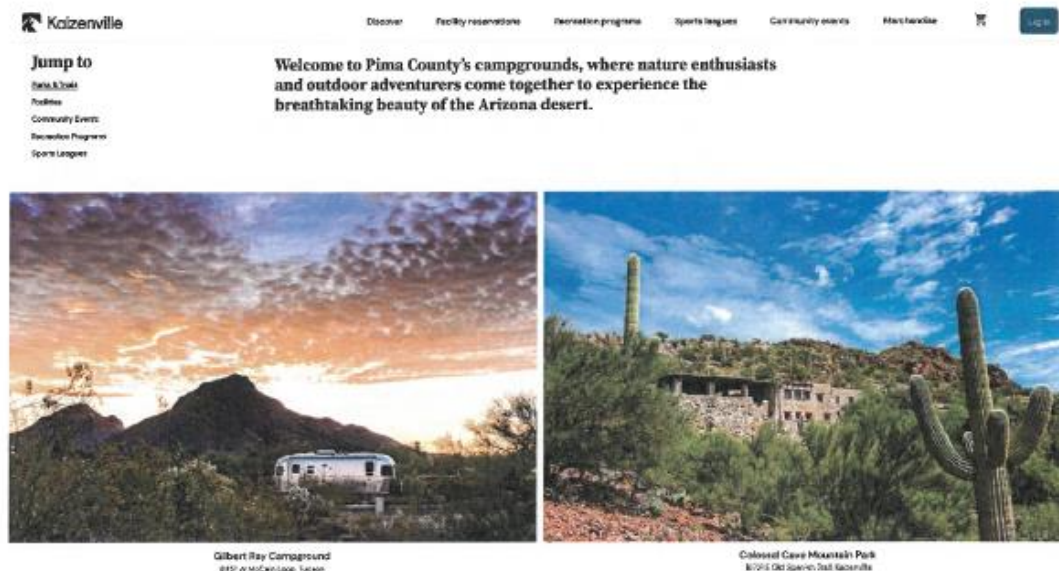


Photo-rich landing pages offer users an engaging and informative experience for discovering all reservation types and location types.



## Management Summary/Work Plan

Our primary goal is to set your team up for success, and to do that we firmly believe in providing outstanding customer service from the very first day of engagement on through your entire journey as our partner. The following information outlines the implementation process and the steps involved to set the County's staff and public users up for long-term success.

### 1. Kick Off

The project kickoff is designed to ensure a smooth transition by aligning goals, defining timelines, and preparing for system customization and delivery. Kaizen's implementation team will meet with the County's key project stakeholders to outline objectives, establish success criteria, and review project milestones. This ensures alignment on expectations and requirements.

### 2. Discovery Sessions

The discovery phase focuses on gathering detailed requirements, assessing existing systems, and designing a tailored plan to ensure seamless deployment. Kaizen's implementation team will collaborate with the County's key stakeholders to understand operational workflows, user roles, and specific program needs. This includes reviewing existing processes, payment handling, and reporting requirements.

Examples of steps include the following:

- Key users of the current platform provide the pain points that define their current experience with graphics, interaction and navigation of existing system interfaces.
- Upon interviewing County staff, the Kaizen team will uncover key requirements that inform special user elements and workflows that our design team will pay special attention to while constructing the interface. Examples include the following:
  - Desired report types and financial close process
  - Required documentation and customizations for reservations, programs, and memberships
  - Templated disclaimers, forms, and activity settings from reservations, registrations, programs, and memberships
  - Templated messages for scheduled e-mail or text message notifications
  - Desired administrator notification settings, reminder settings, and user preferences
  - Analysis of stored household and customer records
  - Desired settings that must be transferred into new user profiles
  - Analysis of prior system settings
  - Desired information and settings that must be transferred into the new platform for user convenience (if applicable)

- Analysis of POS settings
- Desired POS settings that must be transferred into the new platform for user convenience
- Related activities and processes that will inform a seamless transition between platforms

### 3. Memberships/Passes

This phase focuses on configuring, customizing, and migrating membership structures to ensure seamless management and user experience in alignment with the County's operational needs.

**Membership Structure Configuration:** Kaizen's implementation teams will work with County stakeholders to define and set up membership types, tiers, pricing, and benefits. This may include:

- Individual, family, or corporate memberships
- Resident vs. non-resident pricing
- Membership durations (e.g., monthly, annual, seasonal)
- Access privileges for specific facilities or programs

**Automated Billing & Renewal Settings:** Kaizen configures recurring billing options, auto-renewals, and proration rules to streamline payment processes. Members can manage their subscriptions through self-service portals, with automated renewal reminders and payment notifications.

**Data Migration & Member Import:** Kaizen will handle the secure migration of existing membership data, including:

- Member profiles and contact information
- Membership status (active, expired, pending)
- Payment histories and renewal schedules

**User Portal Customization:** Kaizen's user portal is customized to provide users with easy access to account management, renewal options, facility bookings, and program registrations. The County can also specify member-exclusive discounts and priority access to high-demand programs.

### 4. Events/Programs

During this phase Kaizen will set up, customize, and optimize event/program management workflows to ensure smooth operations for registrations, scheduling, and participant engagement.

**Program Setup & Configuration:** Kaizen's implementation team will collaborate with County staff to define and configure event/program categories, schedules, pricing, and capacity limits. This includes:

- One-time, recurring, or seasonal events/programs
- Age restrictions, residency requirements, and skill levels
- Early-bird pricing, discounts, and promotional codes
- Waitlist management and automated promotions from waitlists

**Registration Workflow Customization:** Kaizen customizes the registration process to meet the County's

specific needs, including:

- Online and in-person registration options
- Custom questions for participant information (e.g., medical conditions, emergency contacts)
- Waiver management and electronic signature collection

**Data Migration & Program Import:** Kaizen will handle the secure migration of existing program data, including:

- Current and historical program schedules
- Participant records and attendance histories
- Instructor assignments and resource allocations

**Instructor & Resource Management:** Kaizen will allow the County to assign instructors, facilities, and equipment to each event/program. The system also manages instructor availability, certifications, and communication with participants.

**Reporting & Performance Tracking:** Kaizen will establish reporting functionality to track registration numbers, revenue, attendance, and participant information, enabling data-driven decisions for future program planning.

## 5. Facilities

This phase will focus on configuring, managing, and optimizing facility reservations and rentals, ensuring that all facilities and reservable spaces are accurately represented in the system, allowing for efficient scheduling and seamless user experiences.

**Facility Setup & Configuration:** Kaizen's implementation team will work with County stakeholders to define and configure facility details, including:

- Facility types (e.g., parks, gyms, meeting rooms, athletic fields, pools)
- Availability schedules and operating hours
- Capacity limits, blackout dates, and maintenance schedules
- Rental rates, including hourly, daily, or seasonal pricing with resident vs. non-resident rates

**Custom Reservation Rules & Policies:** Kaizen will set up custom booking rules based on County policies, such as:

- Advance booking windows and same-day reservations
- Deposit and refund policies
- Approval workflows for specific facility types or large events
- Add-ons like equipment rentals, staffing, or setup services

**Data Migration & Facility Import:** Kaizen will handle the secure migration of existing facility information, historical reservations, and rental agreements to ensure a seamless transition.

**Online Booking & Public Access:** Kaizen will configure the public-facing portal to allow users to browse, book, and pay for facility rentals online. The portal displays real-time availability, facility photos,



descriptions, and custom booking options for users.

**Reporting & Utilization Tracking:** Kaizen will set up detailed reporting functionality for facility usage, revenue, and booking trends, allowing the County to optimize scheduling and pricing workflows.

## 6. Sandbox Development

The sandbox development phase provides a controlled environment for the County to test system functionality, workflows, and processes before full deployment. This phase ensures that the platform is customized correctly and aligns with operational needs and requirements. Kaizen's implementation team will set up a dedicated test environment that mirrors the County's real-world setup, including reservation workflows, programs, memberships, payment processing, user roles, and access controls. County staff can explore the system, conduct test transactions, and simulate real-world scenarios such as completing reservations, processing payments, and generating reports. This allows users to gain familiarity with the system and provide feedback to the Kaizen team. Based on feedback from the County, Kaizen's team will make any necessary modifications to optimize workflows, update customizations, and resolve any issues before final deployment. Examples of steps include the following:

- Design wireframes and a user testing plan for review and approval by the County.
- A live, accessible sandbox system that includes the following:
  - A full test environment for project users to use the software and make test transactions.
  - Newly designed landing pages that include information fully styled to the new branding aesthetic defined by the County's team including but not limited to: fonts, logos images, color palettes, and other assets.
  - Full reporting, user workflows and payments.

In this phase, the Kaizen team will also establish a process for identifying and correction errors throughout the course of implementation. The frequent and rapid feedback cycles that exists in this phase between County staff and Kaizen implementation specialists will allow the County's team to provide written feedback to our team and iteratively resolve errors or feedback based on required deliverables produced by the Kaizen team. **Our team relies on the information gathered from this stage to quickly understand the needs of staff members, user identity of residents, and important prioritization of the most critical needs.**

## 7. Hardware Setup

This phase ensures that all physical components are properly installed, configured, and integrated with the new system. Kaizen will provide all required hardware (at-cost) and deliver the physical installation of devices, ensuring secure network connection for real-time system communication. Firewalls and security settings are configured to protect data transmissions. Each device will be linked to Kaizen's platform, ensuring seamless functionality for payment processing and financial reconciliation. After installation, all hardware undergoes rigorous testing to confirm proper operation. Staff training is provided on device usage, troubleshooting, and maintenance best practices.

## 8. Training

This phase will ensure that County staff are fully equipped to use the system effectively, focusing on

hands-on learning, role-based instruction, and ongoing support to maximize adoption and efficiency. Kaizen's tailored training approach will include in-person sessions with County staff, administrative users, and technical teams. Staff can practice using the system in a test environment that mirrors real-world operations, allowing them to register users, process transactions, and navigate system features before go-live. To ensure readiness, Kaizen conducts Q&A sessions and knowledge checks, addressing any final questions or concerns before full deployment. By the end of the training phase, County staff should be confident in using Kaizen's system to ensure a smooth transition and optimized system performance upon launch.

Our typical approach is to do all training sessions in person. However, our team is prepared to create any type of training format that best suits the County. We offer this training as ongoing support throughout the deployment phases. We provide further resources via our help desk support in order to handle any technical issues that may arise. Typically we provide training across four (4) sessions, however we are happy to provide additional training, as your team desires. The training model for these sessions are as follows:

- **Session 1** provides training to administrators on the complete public-facing workflow so they can easily answer support queries, suggest improvements and learn about each step of the reservation or management process.
- **Session 2** provides training on all administrator interfaces and portals. This training covers administrative actions, support edge cases and every feature related to processing an inquiry.
- **Session 3** provides training related to all third-party integrations and reporting. We provide training to administrators on analytics dashboards that promote good digital hygiene around analytics, weekly reporting and sharing success metrics with other departments.
- **Session 4** provides a live play test where we work closely with administrators to simulate a series of visitor interactions including customer support requests and physical scenarios like in-person payouts or registration. Our focus in this session is to cover all major features of the platform, ensure system efficacy and prepare administrators for production deployment.

#### **Training In Different Contextual Settings:**

- A dedicated training team will be responsible for conducting in-person training for both on and off-site classes. This team is comprised of our company's product managers and customer success specialists. They are technical individuals who have been trained extensively with our platform and work directly with engineering teams to build new features. These trainings happen on a quarterly basis, and our in-person team commits to staying on customer location for the entire week to conduct trainings for staff, customers, and other individuals.
- Our team often collaborates directly with Communications and Marketing teams to organize in-person trainings for visitors that want to learn how to use the new system.
- This team at Kaizen is also responsible for providing unlimited virtual trainings via video call. These trainings can be requested as frequently as necessary by County staff, and are designed to provide quality guidance on how to use our platforms. These sessions are recorded and sent to staff for future references, and customers can request a session at any time via direct message, e-mail, or phone call.

- Core Project team training is conducted as a series of in-person classroom workshops. Our intention is to thoughtfully integrate with the core users of our platform and make sure they are fully trained on every interaction method.
- Technical training for administration and data related services are also conducted in-person and virtually. Every deployment team at Kaizen that conducts an in-person training session is also equipped with an integration and data engineer at the company, meaning that staff time can be scheduled at anytime during our in-person visits with this individual. Additionally, they are also present during virtual trainings.

#### **The County's Role During Training**

- Our intention is that the County shall bear no responsibility for designing and implementing the training plan, and developing training materials.
- The Kaizen team offers a white-glove training service, meaning that it is our responsibility to compile all these materials and design a training plan that is compatible with the County's team.
- The County's primary role will involve helping with the logistics around choosing dates for in-person trainings and organizing staff in a central room location or facility. Before trainings start, the Kaizen team will reach out to Core Project resources as a part of the County's team to better understand what areas of training should receive more focus. Our hope is that the County's team is also involved in this process of feedback and iteration so we can conduct the best possible training sessions.

#### **On-Going Training**

- On-going trainings can be requested at any time by County staff, and the Kaizen team contractually agrees to free in-person training and feedback sessions. This process is free-of-charge, and our in-person deployment team will work with the County to plan these regular in-person training sessions well in advance.
- We believe deeply in running in-person training sessions on a regular cadence because our platform is dynamic and constantly improves – our goal is to push updates that improve the overall experience for visitors and staff as frequently as we can, and training sessions are important for our team to acquaint ourselves with staff and ensure that there is close collaboration between our team and the County's when these new features are released.
- Virtual training can be requested for free at any time via e-mail, phone, or direct message. There is no limit on these trainings and the Kaizen team contractually agrees to scheduling virtual training sessions with staff within one week of request.
- Topics for training sessions when not centered around specific queries or workflows requested by the County will be focused around new product features, platform features, end-user experiences, administrator features, and reporting export.

#### **Customizing Our Out-of-the-Box Training**

- As expressed throughout this proposal submission, our company's core competency is the



customization of our interfaces, design, process, and implementation to match the needs of the County's specific workflows. The same applies to our training process. If the County requests that specific information or process be conducted during training session, our team is welcome to feedback to iterate and define new process.

- Before any in-person training session, our team will submit an official training plan outlining a schedule and key objectives of the training. If the County has any modifications to this process, we ask for a brief resolution period so our team has enough time to prepare for a revised training process.
- For virtual trainings, custom requests can be made and the virtual meeting will include relevant staff members that are most helpful for County staff to walk through specific workflows, requested changes, and other key processes.

#### **At-will and Online Help**

- The Kaizen team is incredibly committed to the production of training manuals, instructional videos, frequently updated private forums for our customers. Our intention is to share learnings with different agencies and encourage a culture of feedback and iteration. These services come at no cost to the County, and are in addition to our personalized in-person and virtual training sessions with direct County staff.

## **9. Go-Live!**

This phase marks the official launch of the system, providing a smooth transition to full operational use by focusing on final testing, live support, and performance monitoring to ensure success. Kaizen's implementation team will conduct a last round of functionality checks, data validation, and testing to confirm the system is fully operational. Kaizen will verify user accounts, payment processing, access controls, and reporting tools and will make any final adjustments to optimize workflows. Once confirmed, Kaizen's platform is officially launched for staff and public use. Users will be able to access the system to complete reservations, register for programs, sign up for memberships, make payments, and more. Kaizen will provide on-demand support to address any unexpected issues and will monitor performance metrics in real-time to ensure smooth operations.

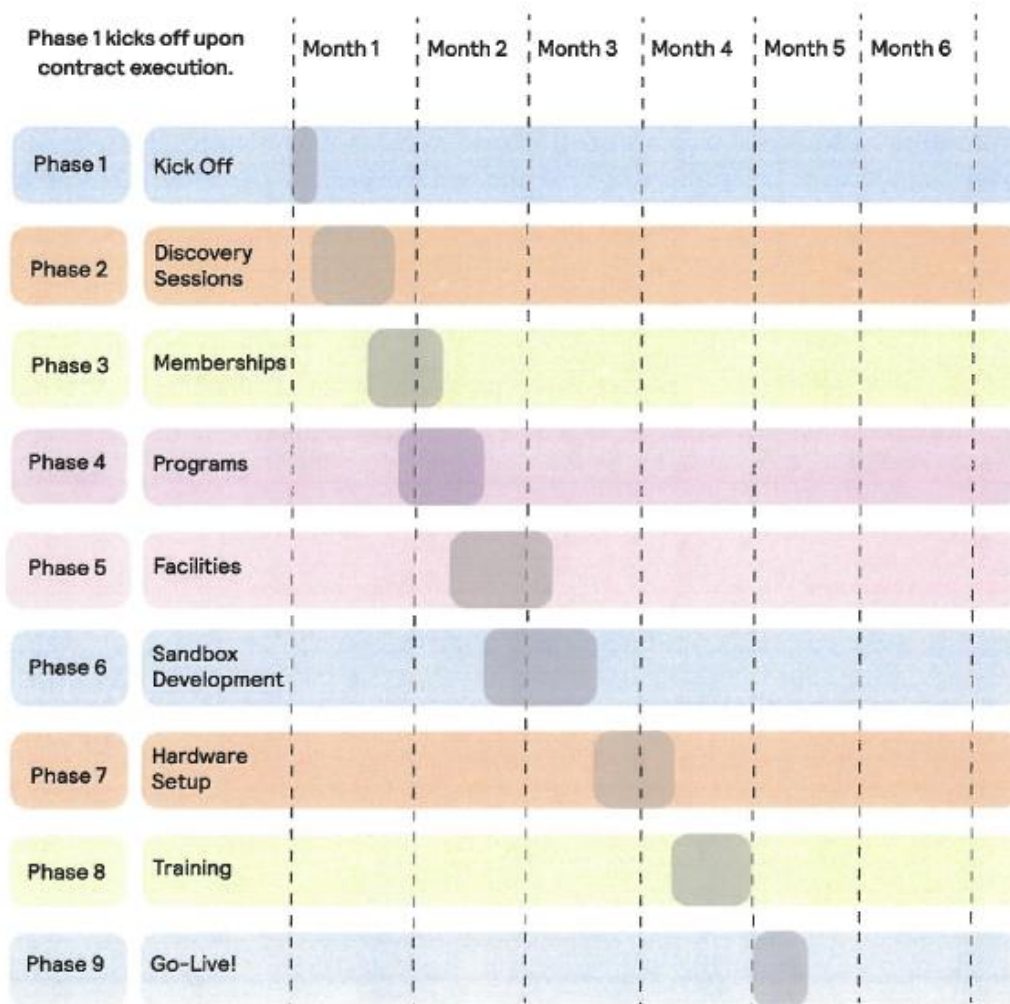
After initial launch, Kaizen will conduct a post-go-live review, gathering feedback from staff and users to refine processes and improve system efficiency. By the end of the go-live phase, Kaizen's system is fully implemented, staff are confident in its use, and the County is positioned for long-term success.



## Work Plan and Schedule

# Sample Project Schedule

The Kaizen team will commence full performance of the POS and Park Reservation System project for the target go-live of early 2026. Please note that the schedule below is dependent upon multiple factors, such as the County's contract award and execution, staff availability, as well as needs and priorities. We look forward to the opportunity to discuss implementation timeline and related considerations with the County.





## Work Plan and Schedule

# Staffing and Resource Requirements

In order to ensure the success of the project work plan and implementation plan, we have outlined our expectations for the County's involvement below. The outline below should serve as a benchmark for similar work completed.

Project Responsibility of the County	# of FTEs
Project Lead	00.05 FTEs
Test Staff	00.05 FTEs
IT Staff	0.025 FTEs
Finance Staff	00.05 FTEs

### Role Descriptions

### County Staffing and Resource Requirements

- **Project Lead:** The County will appoint a skilled project lead who will act as our primary liaison. This person can be a department manager, assistant director, or similar profile. This person will offer expert guidance to ensure the project's success. Involvement can include the following: arranging important meetings to track progress, promptly escalating any concerns or obstacles that arise with the platform, and providing guidance on key design or implementation decisions.
- **Test Staff:** We anticipate that Recreation Department staff will be the most active internal users of the new platform. These individuals will be responsible for utilizing the platform as part of their daily workflow and will have the opportunity to provide valuable feedback to their organization heads. This feedback can then be shared with Kaizen for ongoing improvements to the platform.
- **IT Staff:** The County will appoint a key IT staff member that will be contacted for tasks such as: final domain DNS pointer management, domain whitelisting, and other small IT tasks that should be able to be completed in 30-45 minutes.
- **Finance Staff:** The County will designate key finance staff members to facilitate any integrations with preferred payment gateways. These staff members will collaborate closely with Kaizen staff to guarantee that all necessary configurations, including accounting and reporting, are accurately set up.

## Test and Production Environments

For all of our deployments, the Kaizen team follows an incredibly rigorous and well-tested deployment procedure to ensure system efficacy and usability. Here is a brief outline of how we delegate responsibility and system function across multiple environments and escalate our final interface deployment into a production setting.

### 1. Test Environment Setup

- Set up a dedicated test environment that mirrors the production environment as closely as possible.
- Ensure the test environment includes all necessary hardware, software, and infrastructure components.
- Populate the test database with a representative dataset that covers a range of scenarios and use cases.

### 2. Unit Testing:

- Conduct unit testing for each individual detailed process and transaction.
- Develop test cases for each unit of code to ensure its functionality meets the specified requirements.
- Utilize automated testing tools and scripts where possible to streamline the testing process and ensure consistency.

### 3. Parallel Testing:

- Conduct parallel testing, if appropriate, to compare the performance and results of the new system with the existing system.
- Run transactions and processes simultaneously in both systems to ensure consistency and accuracy.
- Identify any discrepancies or issues between the old and new systems and address them accordingly.

### 4. System Testing:

- Perform comprehensive system testing to validate all processes, interfaces, and conversions.
- Develop test scenarios that cover all possible workflows and user interactions within the system.
- Test all interfaces to ensure seamless communication between different modules and external systems.
- Verify the accuracy of data conversions by comparing the data in the new system with the original source data.
- Execute test cases to validate the functionality of reports, account history, notes, and ad-hoc reporting features.

### 5. Verification Methods:

- Implement methods to verify the accuracy of information relative to transaction processing and data

conversion.

- Conduct data reconciliation to ensure consistency between different data sources and modules within the system.
- Perform end-to-end testing of critical processes to verify the integrity and completeness of transactions.
- Utilize sampling techniques to validate a representative sample of transactions and data elements.
- Engage end-users and stakeholders in user acceptance testing (UAT) to validate the system against their requirements and expectations.

#### **6. Production Environment Setup:**

- Set up a production environment that mirrors the test environment, including a complete mirrored database.
- Ensure all functional, technical, and performance requirements are successfully demonstrated in the production environment.
- Validate the production environment through rigorous testing before transitioning to live operations.

#### **7. Documentation and Reporting:**

- Document all test cases, test results, and issues encountered during testing.
- Provide clear and detailed reports on the testing process, including any deviations from expected results and their resolutions.
- Maintain comprehensive documentation for future reference and audit purposes.



Contract Number

SAP Number

**ATTACHMENT C**  
**SOFTWARE SUPPORT AND MAINTENANCE TERMS**

These Software Support and Maintenance Terms are attached to, form a part of, and supplement the General Terms only with respect to Software Support and Maintenance services.

**A. DEFINITIONS**

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Documentation": Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software.
- A.2** "SLA": Service Level Agreement which is attached hereto as Exhibit C-1 and hereby incorporated herein.
- A.3** "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

**B. SUPPORT SERVICES**

**B.1 Installation**

Service Provider will provide eight (8) hours of installation support and services at no cost. If County requests installations services in excess of eight (8) hours, Service Provider and County will negotiate an SLA to include pricing for additional installation services.

**B.2 Training**

Service Provider will provide training for up to two (2) County employees designed to allow such employees to operate, administer and maintain the Software. County employees sent to training will possess a sufficient level of competence and skill to allow the employee to effectively participate in such training.

**B.3 Telephone or Chat**

Service Provider will provide telephone, instant messaging, and electronic mail support for Software on weekdays during the hours of 9:00 a.m. through 6:00 p.m. US/Eastern time, with the exclusion of Federal Holidays ("Support Hours") as reasonably required to assist County IT personnel to troubleshoot and correct Software performance to materially conform with Documentation. Service Provider may use personnel, resources, and third party contractors in locations worldwide to provide this level of support. The County may initiate a helpdesk ticket during Support Hours by using a pre-established communication channel with Service Provider. Service Provider will provide support during County business hours and will use commercially reasonable efforts to follow its standard prioritization and resolution practices, which are described at <https://www.kaizenlabs.co/legal/exhibit-b-maintenance-services> for the County's reference.

**B.4 Updates**

Service Provider will provide updates to Software, such as bug fixes and security patches that are generally made to its government and/or commercial licensees at no additional cost to County. Updates do not include any options, upgrades or future products which Service Provider charges for as a separate product or where Service Provider gives County a written end-of-life notice.

- B.4.1** Service Provider is not obligated to ensure that new software versions of its products are backwards compatible with older hardware platforms or software versions.

#### **B.4.2 Intentionally Deleted**

#### **B.5 Remote Access by Service Provider**

If remote access is needed to assist Customer with troubleshooting and correction, Service Provider will have view-only capability and will not take control of the remote access session. In such case, Service Provider will guide the County personnel through the support process. Service Provider may not use personnel, resources, or third party contractors located outside of the continental United States to provide this level of support unless approved by County in writing prior to contact.

#### **B.6 Limitations**

Service Provider will not be obligated to provide support under the following conditions:

- B.6.1** Software has been modified or altered other than by Service Provider or in accordance with Service Provider's instructions;
- B.6.2** Software has not been installed, operated, repaired, or maintained in accordance with Documentation;
- B.6.3** Trouble is related to configuration of County's network; or
- B.6.4** Service Provider has not contracted with the Customer to support under this Agreement.

### **C. MAINTENANCE SUPPORT**

#### **C.1 Service Levels**

County may order maintenance support at an additional cost as set forth in the SLA under Service Provider's standard software support terms available at the time that services are ordered. Notwithstanding the foregoing, maintenance support will, at a minimum, include:

- C.1.1** Defect correction information or bypass;
- C.1.2** Periodic releases of code corrections, bug fixes, functional enhancements and new versions and releases of Software and Documentation; and
- C.1.3** Reasonable remote assistance to correct Software defects.

### **D. LIMITATION OF LIABILITY**

**Set forth in Attachment A of the Contract.**

[END OF SOFTWARE SUPPORT AND MAINTENANCE TERMS]



Contract Number

SAP Number

**ATTACHMENT D**  
**CLOUD SERVICES TERMS AND CONDITIONS**

These Cloud Services Terms and Conditions are attached to, form a part of, and supplement the General Terms only with respect to cloud services.

**A. DEFINITIONS**

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "CISO": County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.
- A.2** "Cloud Service": Generally, SaaS, PaaS, and/or IaaS depending on what Service Provider is offering under this Contract.
- A.3** "CSP": Cloud Service Provider is the contracted derivative or direct provider of Cloud Services.
- A.4** "CONUS": Continental United States
- A.5** "County Data": Any information, formulae, algorithms, or other content that County, County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. County Data also includes user identification information, personally identifiable information, and metadata which may contain County Data or from which County Data may be ascertainable.
- A.6** "Data Breach": Any access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- A.7** "IaaS" (Infrastructure as a Service): Service Provider provides the underlying cloud infrastructure for processing, storage, networks, and other fundamental computing resources that the customer does not manage or control, but the customer has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- A.8** "PaaS" (Platform as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider that are client-created or acquired using programming languages and tools supported by the Service Provider, but deployed onto the cloud infrastructure and controlled by client.
- A.9** "Recovery Point Objective (RPO)": The point in time at which County Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of County Data immediately preceding the interruption. The RPO is detailed in the SLA.
- A.10** "Recovery Time Objective (RTO)": The period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.
- A.11** "SaaS" (Software as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider including network, servers, operating systems, or storage, that are accessed by

client devices through a thin client interface such as a web browser.

**A.12** "SLA": Service Level Agreement which is attached hereto as Exhibit D-1 and hereby incorporated herein.

**A.13** "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

## **B. CLOUD SERVICE AVAILABILITY**

The Cloud Service shall be available twenty-four (24) hours per day, 365/366 days per year. If Cloud Service monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SLA. If Cloud Service monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach. Service Provider shall provide advance written notice to County of any major upgrades or changes that will affect the Cloud Service availability.

## **C. DATA AVAILABILITY**

County Data shall be available twenty-four (24) hours per day, 365/366 days per year. If County Data monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SLA if County is unable to access County Data as a result of: (i) acts or omission of Service Provider; (ii) acts or omissions of third parties working on behalf of Service Provider; (iii) network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Service Provider's server, to the extent such attack would have been prevented by Service Provider taking reasonable industry standard precautions; (iv) power outages or other telecommunications or Internet failures, to the extent such outages were within Service Provider's direct or express control. If County Data monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

## **D. SaaS and SECURITY**

### **D.1 Certification**

Service Provider shall certify:

- D.1.1** the sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract, and, if requested by County, provide a copy of its Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results;
- D.1.2** its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.);
- D.1.3** its compliance with privacy provisions of the Federal Privacy Act of 1974; and
- D.1.4** its compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCI/DSS Cloud Computing Guidelines.

### **D.2 Safeguards**

Service Provider shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section D.1.a above at all times during the term of this Contract to secure County Data from Data Breach, protect County Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data.

### **D.3 High-Availability and Redundancy**

Service Provider shall have a high-availability and a redundant environment, where the minimum requirements are:

- D.3.1** Power and/or generators shall be 2N

- D.3.2** UPS power shall be 2N
- D.3.3** Redundant servers shall be N+1
- D.3.4** Data center shall be Tier-2
- D.3.5** Data center cooling shall be 2N
- D.3.6** All UPS's and Generators must be tested and inspected on a quarterly basis. Copies of inspection and testing results must be provided upon demand to the County. Inspection and testing records must be retained for a minimum of 3 years
- D.3.7** Data center cooling must have preventative maintenance performed quarterly. Copies of preventative maintenance records must be provided upon demand to the County. Preventative maintenance records must be retained for a minimum of 3 years.

#### **D.4 Physical**

Service Provider shall have a reasonable physical security environment, where the minimum requirements are:

- D.4.1** Physical access to facility, data center(s), and/or server room(s) is restricted using an access control system that utilizes iCLASS SE or multiclass SE readers.
- D.4.2** Access control system must be capable of restricting access by time of day and groups
- D.4.3** Access control system must be auditable providing customize reports on demand for inspection by the County
- D.4.4** Access control system components and batteries must be inspected annually.
- D.4.5** Access control system batteries must be replaced every 3 years or when they fail
- D.4.6** Vendor must be able retain access control history for a minimum of 3 years or as required by law
- D.4.7** Alerts are generated when physical security has been breached by the access control system or intrusion detection system
- D.4.8** Intrusion detection systems must be monitored by a third party UL central station
- D.4.9** Intrusion detection systems must be inspected and tested quarterly with signals sent to the central station. Testing reports must be retained for 3 years and provided on demand by the County.
- D.4.10** Intrusion detection batteries must be inspected annually and replaced every 3 years or when they fail.
- D.4.11** Facility, data center(s), and server room(s) have an appropriate Video Surveillance System in-place for surveillance.
- D.4.12** Video surveillance system must have the capability to interface with the access control system and intrusion detection system
- D.4.13** Video surveillance system must be inspected quarterly to make sure cameras are recording and video is being archived
- D.4.14** Video surveillance system must archive video as per California Government Sections § 26202.6, § 34090.6 and § 53160
- D.4.15** All access control systems, intrusion detection systems and video surveillance systems must be on the facilities emergency power system and protected by UPS.
- D.4.16** Data center have protections in-place that minimize environmental issues such as temperature, fire, smoke, water, dust, electrical supply interference, and electromagnetic radiation.
- D.4.17** A chemical fire suppression system installed in the data center as per NFPA 2001.
- D.4.18** The chemical fire suppression system must be inspected semiannually as per NFPA 2001 §8.3
- D.4.19** Smoke detectors under the raised floors.



- D.4.20** Water detection system under the raised floors and above the ceiling.
- D.4.21** Facility must be protected 100% by an automatic fire sprinkler system with the data center being protected with an automatic pre-action fire sprinkler system.
- D.4.22** Facility automatic fire alarm system must be tested and inspected as per NFPA 25

## **D.5 Verification**

Service Provider shall provide a Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls Report (SOC) 1 and SOC 2 Type I and Type II Reports on an annual basis. Based on the report(s), its findings and remediation planned or accomplished shall be provided to the County CISO in terms of an attestation letter. Service Provider shall also provide statistics specific to SaaS environment on a mutually agreed upon frequency with County that includes without limitation to performance, information security, network, and other pertinent SaaS data related to the Contract, at no cost to County.

## **D.6 Security**

Service Provider assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Service Provider other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by CISO. When data is destroyed or disposed, it shall be in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written confirmation of this process is required to the County CISO within three (3) days of the destroyed/disposed data. Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the CISO.

## **E. ENCRYPTION**

In order to provide reasonable security to County Data, cloud service datacenters should encrypt all County Data while in route to and from the Service Provider (in motion) using secure transfer methods (e.g., Secure Sockets Layer, Transport Layer Security), and while stored in the datacenter (at rest)

### **E.1 Data In Motion**

All transmitted County Data require encryption in accordance with:

- E.1.1** NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- E.1.2** NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific
- E.1.3** Key Management Guidance; and
- E.1.4** Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

### **E.2 Data At Rest**

All County Data at rest require encryption in accordance with:

- E.2.1** Federal Information Processing Standard Publication (FIPS) 140-2; and
- E.2.2** National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); and
- E.2.3** NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for
- E.2.4** Key Management Organization; and
- E.2.5** NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User

Devices.

**E.2.6** Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

## **F. DATA LOCATION**

Unless otherwise stated in the Statement of Work and approved in advance by the CISO, the physical location of Service Provider's data center where County Data is stored shall be within the CONUS, and County Data shall not be transmitted, processed or stored outside of CONUS

## **G. RIGHTS TO DATA**

The parties agree that as between them, all rights, including all intellectual property rights, in and to County Data shall remain the exclusive property of County, and Service Provider has a limited, non-exclusive license to access and use County Data as provided to Service Provider solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Service Provider or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized

## **H. TRANSITION PERIOD**

For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist County in extracting and/or transitioning all County Data in the format determined by the County ("Transition Period"). The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment. During the Transition Period, SaaS and County Data access shall continue to be made available to County without alteration. Service Provider agrees to compensate County for damages or losses County incurs as a result of Service Provider's failure to comply with this section. Unless otherwise stated in the SOW, the Service Provider shall permanently destroy or render inaccessible any portion of County Data in Service Provider's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Service Provider shall issue a written statement to County confirming the destruction or inaccessibility of County Data. County at its option, may purchase additional transition services as agreed upon in the SOW

## **I. DATA BREACH**

### **I.1 Notification**

Upon discovery or reasonable belief of any Data Breach, Service Provider shall notify the CISO by the fastest means available and in writing to the County Notices contact within twenty-four (24) hours after Service Provider reasonably believes a Data Breach has occurred. At a minimum, the notification shall include:

- I.1.1** the nature of the Data Breach;
- I.1.2** County Data accessed, used or disclosed;
- I.1.3** any evidence of County Data extricated;
- I.1.4** the identity of the person(s) who accessed, used, disclosed and/or received County Data (if known);
- I.1.5** the law enforcement agency(ies) contacted; and
- I.1.6** actions taken or will be taken to quarantine and mitigate the Data Breach; and
- I.1.7** corrective action taken or will be taken to prevent future Data Breaches.

### **I.2 Investigation**

Service Provider shall conduct an investigation of the Data Breach and shall share the report of the investigation with the CISO. If required by law, County and/or its authorized agents shall have the right to lead or participate in the investigation, in its sole discretion. Service Provider shall cooperate fully with

County, its agents and law enforcement.

### **I.3 Post-Breach Audit**

Upon advance written request, Service Provider agrees that the County or its designated representative shall have access to Service Provider's SaaS, operational documentation, records and databases, including online inspection, that relate to the SaaS that experienced the Data Breach. The online inspection shall allow the County, its authorized agents, or a mutually acceptable third-party to test that controls are in-place and working as intended. Tests may include, but not be limited to, the following:

- I.3.1** Operating system/network vulnerability scans,
- I.3.2** Web application vulnerability scans,
- I.3.3** Database application vulnerability scans, and
- I.3.4** Any other scans to be performed by the County or representatives on behalf of the County.

## **J. DISASTER RECOVERY AND BUSINESS CONTINUITY**

### **J.1 Notification**

In the event of disaster or catastrophic failure that results in significant loss of County Data or access to County Data, Service Provider shall notify County by the fastest means available and in writing, with additional notification provided to the CISO. Service Provider shall provide such notification within twenty-four (24) hours after Service Provider reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform County of:

- J.1.1** the scale and quantity of County Data loss;
- J.1.2** Service Provider's action plan to recover County Data and mitigate the results of County Data loss; and
- J.1.3** Service Provider's corrective action plan to prevent future County Data loss.

### **J.2 Restore and Repair Service**

Service Provider shall:

- J.2.1** restore continuity of SaaS,
- J.2.2** restore County Data in accordance with the RPO and RTO as set forth in the SLA,
- J.2.3** restore accessibility of County Data, and
- J.2.4** repair SaaS as needed to meet the performance requirements stated in the SLA.

### **J.3 Investigation and Audit**

Service Provider shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with County. At its sole expense, Service Provider will have an independent, industry-recognized, County-approved third party perform an information security audit. Within five (5) business days of Service Provider's receipt of the final report, Service Provider will provide the County with a copy of the report and a written remediation plan.

[END OF CLOUD SERVICES TERMS]

**ATTACHMENT E-1**  
**Business Associate Addendum for Cloud Services**  
**Software as a Service (SaaS)**

This Business Associate Addendum for Cloud Services is entered into by and between the San Bernardino County (County) and Business Associate (Contractor) for the purposes of establishing terms and conditions applicable to the provision of services by Business Associate to the County involving the use of hosted cloud computing services. County and Business Associate agree that the following terms and conditions will apply to the services provided under this addendum and the associated Business Associate Agreement as applicable.

**1. DEFINITIONS:**

- a) **"Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser or application. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Data"** - means any information, formulae, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information, Protected Health Information (as defined by the Health Insurance Portability and Accountability Act (HIPAA)) and metadata which may contain Data or from which the Data may be ascertainable.
- c) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

**2. SaaS AVAILABILITY: Unless** otherwise stated in the Statement of Work (SOW):

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.
- d) Contractor shall provide advance written notice to the County in the manner set forth in the SOW of any major upgrades or changes that will affect the SaaS availability.

**3. DATA AVAILABILITY: Unless** otherwise stated in the SOW:

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW if the County is unable to access the Data as a result of:
  - 1) Acts or omissions of Contractor;
  - 2) Acts or omissions of third parties working on behalf of Contractor;

- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
- 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.

#### **4. DATA SECURITY:**

- a) In addition to the provisions set forth in the Business Associate Agreement, Contractor shall certify to the County:
  - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
  - 2) Compliance with the following:
    - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - ii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the County within thirty (30) business days of Contractor's receipt of such results.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.
- c) Contractor shall allow the County reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Addendum and the County's Data, at no cost to the County.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by the County.
- f) Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Addendum and the associated Business Associate Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

**5. ENCRYPTION:** Contractor warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) version 1.2 or equivalent and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 128-bit level encryption.

**6. DATA LOCATION:** All Data will be stored on servers located solely within the Continental

United States.

- 7. RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.
- 8. TRANSITION PERIOD:**
- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County (“Transition Period”).
  - b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
  - c) During the Transition Period, SaaS and Data access shall continue to be made available to the County without alteration.
  - d) Contractor agrees to compensate the County for damages or losses the County incurs as a result of Contractor’s failure to comply with this section.
  - e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor’s and/or subcontractor’s possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the County confirming the destruction or inaccessibility of the County’s Data.
  - f) The County at its option, may purchase additional transition services as agreed upon in the SOW.
- 9. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work:
- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the County of:
    - 1) The scale and quantity of the Data loss;
    - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
    - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
  - b) If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
  - c) Contractor shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum. Failure to do so may result in the County exercising its options for assessing damages or other remedies.
  - d) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall

share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

**10. EXAMINATION AND AUDIT:** Unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County.
- b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
  - 1) Operating system/network vulnerability scans,
  - 2) Web application vulnerability scans,
  - 3) Database application vulnerability scans, and
  - 4) Any other scans to be performed by the County or representatives on behalf of the County.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

**11. DISCOVERY:** Contractor shall promptly notify the County upon receipt of any requests which in any way might reasonably require access to the Data of the County or the County's use of the SaaS. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the County unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the County with adequate time for the County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the County unless authorized in writing to do so by the County.

**12. INSURANCE REQUIREMENTS:** Contractor shall, at its own expense, secure and maintain for the term of this contract, Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as any regulatory fines and penalties.

**13. DATA SEPARATION:** Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Service Provider's records, information or data for reasons or activities that are not directly related to Customer's business.



## ATTACHMENT F

### Levine Act

### Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise



share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Kaizen Laboratories, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5      No ☐

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Name	Relationship
N/A	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_ N/A

Name of Contributor: \_\_\_\_\_ N/A

Date(s) of Contribution(s): \_\_\_\_\_ N/A

Amount(s): \_\_\_\_\_ N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.