

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** February 22, 2022

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Product Services Agreement and Payment Services Agreement with Active Network, LLC

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Parks, Recreation & Cultural Arts
- 2) Type of Agreement – Product Services Agreement and Payment Services Agreement and additional agreements as may be necessary
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.41 (C)(5) of the Code of Ordinances allows the Chief Procurement Officer to procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference; utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.
- 4) Term of Contract:
 - a) initial – March 18, 2021 through March 18, 2024
 - b) renewals (if any) – Additional 3 year terms
 - c) who exercises option to renew – Mutual agreement of the parties
- 5) Contract Amount – \$310,000.00
- 6) Termination Rights – Either party may terminate for cause.
- 7) Indemnity/Insurance Requirements – City shall indemnify and hold Active harmless from and against any third party claim, demand, cause of action or proceedings whether threatened, asserted, or filed) (' Claims') against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/ or SaaS; (ii) Client' s provision to Active of materials, products, or services as part of Client' s obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by

Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client' s use of the Services and/ or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active' s payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

- 8) Scope of Services – Contractor shall supply Recreation Management Software Solution Safari recware to manage facilities and recreation programming.
 - 9) Other Significant Provisions: Competitively bid by City of San Rafael, California Contract #00118811.
- cc: Dr. Wazir Ishmael, City Manager