

Attachment A

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Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to

Agreement No.: A-15697

- a. Approve a Standard Agreement with Tix, Inc. (Agreement) to provide a web based ticketing system for events held at WeatherTech Raceway at Laguna Seca ® under Request for Proposals (RFP) #10794 in an amount not to exceed \$140,000 for a period of two (2) years retroactive from January 1, 2022 to December 31, 2023 with the option to extend the term of the Agreement in future amendments.
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Office Supervisor to execute said Agreement and up to three (3) future amendments to the Agreement where the amendments do not significantly alter the scope of work and do not exceed 10% (\$14,000) of the approved agreement amount.

PASSED AND ADOPTED on this 8th day of February 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 8, 2022.

Dated: February 14, 2022
File ID: A 22-052
Agenda Item No.: 48.1

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Tix, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Web based ticket system for Weathertech Raceway at Laguna Seca

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 140,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2022 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Incorporation of Request for Proposals #10794

Exhibit C: Additional Agreement Provisions

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Bryan Flores Chief of Parks	Robert Edmison President
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901	100 W Broadway, Suite 3000 Long Beach, CA 90802
Address	Address
831-796-6425	562-285-4222
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

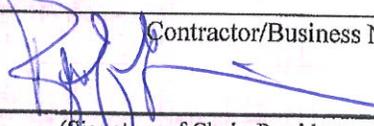
Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

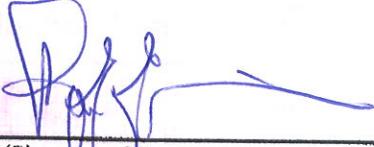
Tix, Inc.

By: _____
Contractor/Business Name *


(Signature of Chair, President, or Vice-President)
Robert Edmison, President

Date: 2/4/2022

Name and Title

By: _____


(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Robert Edmison, CFO

Date: 2/4/2022

Name and Title

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature: Debra R. Wilson]
Contracts/Purchasing Officer
Date: 2/14/2022 | 3:59 PM PST
By:
Department Head (if applicable)
Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: [Signature: Marina Pantele]
County Counsel
Date: 2/4/2022 | 4:18 PM PST

Approved as to Fiscal Provisions

By: [Signature: Joey Nolasco]
Auditor/Controller
Date: 2/4/2022 | 5:00 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:
Risk Management
Date:

CONTRACTOR

Tix, Inc.

Contractor/Business Name *
By:
(Signature of Chair, President, or Vice-President)
Robert Edmison, President
Name and Title
Date:

By:
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Robert Edmison, CFO
Name and Title
Date:

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

1 Approval by County Counsel is required

2 Approval by Auditor-Controller is required

3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Addendum to County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated January 1, 2022 (the "Agreement"), by and between the County of Monterey ("County") and Tix, Inc. ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech®Raceway Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and

shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager.”

6. Section 14 NOTICES is hereby amended by adding LSRA Manager’s information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.

9. Attached here to and incorporated herein is Exhibit A.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
TIX, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR has been approved to engage in supporting and facilitating the sale of Tickets and Other Items using the Tix System for Events at Laguna Seca Recreation Area and/or WeatherTech Raceway Laguna Seca. COUNTY and CONTRACTOR agree that CONTRACTOR will make the Tix System available for the sale of Event Tickets to the public for Event(s) managed by COUNTY OR LSRA MANAGER, and/or to enable sales of Other items to customers using the Tix System, in accordance with the terms and conditions set forth in this Agreement.

County shall provide complete, accurate, up to date information to CONTRACTOR concerning all County Events and Other Items being offered to customers through the Tix System as is necessary to allow CONTRACTOR to sell Tickets and Other Items to customers.

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

1.0 General Event Properties for Event Ticketing System

1.1. Web-based software for retail, point-of-sale (POS), and self-service transactions

CONTRACTOR shall provide Tix cloud-based platform to process County retail, point of sale, and self service web based transactions.

1.2. Private label design

CONTRACTOR shall incorporate one or multiple private label ticket sales pages for County. The private label website shall be customized to match the branding and design of County website.

1.3. County shall retain rights as an exclusive seller.

1.4. Single sign-on integration

The entire Tix platform shall be accessed via a single sign-on login.

1.5. Comprehensive reporting-financial, event, venue, marketing data, real-time, exportable to Microsoft Excel and Access

The Tix platform shall include a full suite of comprehensive reports including financial, event, venue, marketing, and real-time sales data. Reports shall be compatible to export via Excel, CSV, and PDF.

1.6. Schedule start and end times for events

County shall have the ability to assign a single date and time to events, with flexibility to

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

hide and/or overwrite online ticket sales pages and on ticket formats. An online sales start date/time and online sales end date/time can be scheduled to control when events become available and inaccessible to the public online.

1.7. Detailed reporting

Detailed reports for sales, attendance, accounting, revenue, and event details. shall be available to County via Tix platform.

1.8. Issue refunds, including partial refunds

Full refunds and partial refunds shall be issued through Tix via the modification and cancellation of orders. When refunding purchases made via credit card using County payment gateway, County shall process refunds back to the customer's credit card. All credit card refunds must be processed directly through the County payment gateway once the order has been adjusted or cancelled in Tix.

1.9. Confirmation email (receipt and ticket details)

All orders processed through the TIX platform shall generate a confirmation email issued immediately upon completed transaction. Confirmation email shall include receipt information, ticket details, and event details.

1.10. Email an optional event organizer

CONTRACTOR shall provide County the ability to generate and email reports to specific individuals and ability to add individuals to a DailySales Email generated daily.

1.11. Custom banners and styles for each form

CONTRACTOR shall provide online ticket sales page customized to match the branding and design of the County website. Each page of the checkout process shall incorporate the same branding which shall not differ between pages.

1.12. Repurpose events

CONTRACTOR shall provide and maintain historical event data which allows the COUNTY to copy and repurpose old events.

1.13. Subdomain hosting

CONTRACTOR shall host the online ticket sales page for County for free. The online ticket sales page shall include custom URL ([https://www.tix.com/ticket-sales/LagunaSeca/\[AccountID\]](https://www.tix.com/ticket-sales/LagunaSeca/[AccountID])).

1.14. Toll-free customer service center

CONTRACTOR shall provide customer service Ticket Sales Call Center for ticket purchase via a toll-free number 24 hours per day, every day throughout the year. Toll-free customer service shall be provided Monday-Friday between 8:00am – 6:00pm Pacific Standard Time. Toll-free technical support shall be provided 24 hours per day, every day throughout the year.

1.15. Patron data import/migration – ability to import unlimited patron and order data

County assigned authorized users shall be able to import unlimited patron and order data including full name, address, email address, and phone number via the Customer

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Management program with ability to download/upload data using a Excel template . Imports through the Customer Management program include patron contact information.

Patron contact information and order history can be imported by CONTRACTOR for a one-time import fee. Excel templates will be provided to County to format data. CONTRACTOR shall import data within 2 weeks from receipt of data in usable format.

1.16. Social networking integration

CONTRACTOR shall include a Facebook integration that allows County to sell tickets directly on County Facebook page. County shall have the ability to promote events directly on County Facebook, Twitter, and Instagram utilizing event-specific links provided by CONTRACTOR. Online ticket sales page URL for County social media pages, email blasts, or any other marketing materials shall also be provided by CONTRACTOR.

1.17. Unlimited user licenses

CONTRACTOR shall provide County with unlimited user licenses. County authorized users shall have the ability to add and modify users on account, activate and deactivate users, manage user permissions, update user passwords, and create user templates.

2.0 Ticket Properties

2.1 Multiple events on one form (Hospitality Suite, etc.,)

The Tix platform online ticket sales page shall list all events currently active for sale online, allowing customers to browse multiple events at once. The Tix platform shall utilize shopping cart functionality to allow purchase of multiple events and items on the same order.

2.2 Ability for County personnel to add and edit events

County authorized users shall have the ability to add and edit County events at any time.

2.3 Discount codes and ability to limit the availability of discount codes

County authorized users with Discount Management program access shall have the ability to create discount codes and limit the usage/availability of discount codes. County authorized users shall be able to apply codes manually or automatically to ticket orders that meet the discount criteria (ie: buy 1 get 1 free, order 15 or more tickets for 10% discount, \$5 discount for ticket type ABC until set date/time).

2.4 Ticket purchasing limits

County shall have the ability to set ticket limits on an account-wide and event-specific basis. County users shall be able to establish the total number of tickets that can be purchased for a specific event on a single order. CONTRACTOR shall provide custom programming to further limit purchasing as needed.

2.5 Sponsorship Tickets (include a certain number of guests)

County shall have the ability to create custom sponsor ticket packages that generate multiple tickets to the same event when one sponsor ticket is purchased.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.6 No-cost tickets

County shall have the ability to issue free tickets online and through the Comp function in the TIX box office ticket sales program.

2.7 Automatic price increases after a certain date or early bird special pricing

County shall have the ability to apply automatic discounts to events within selected date ranges to accommodate early bird pricing and have the ability to increase manually apply increases at any time.

2.8 Multiple event tickets automatically tallied

Tix platform shall count and report ticket in real time. If ticket packages are created where a customer receives one ticket to each event included in the package, the Tix platform shall automatically pull one ticket from each included event to reduce the available ticket count accordingly.

3.0 Web-Field Properties

3.1 Customer Fields

The Tix platform shall require the first and last name, billing address, phone number, and email address for every customer purchasing tickets online. CONTRACTOR shall capture additional information from purchasers via event surveys as directed by County. Tix platform shall validate email address solely to check if the email address is already registered with another Tix account. Tix platform will not validate any other information provided in the customer fields.

3.2 Conditional fields, single and multi line text boxes

The Tix platform shall be configured to display conditional fields, and single line text boxes. The Tix platform does not support multi-line textboxes for customer input. Multi-line textboxes shall be available on the back end of Tix for entry of descriptive event information, email confirmation messaging, E-Ticket information, etc as directed by County.

3.3 Dropdowns, check boxes and radio buttons

The Tix platform shall support dropdown menus, check boxes and radio buttons for event surveys.

3.4 Date select

The Tix platform will not support date selectors for event surveys, however date selectors are available within administrative programs of Tix for actions such as event date/time selection, online sales start/end dates and times, and various item scheduling.

3.5 Time select

The Tix platform will not support date selectors for event surveys. Date selectors are available within administrative programs of Tix for actions such as event date/time selection, online sales start/end dates and times, and various item scheduling.

3.6 File upload

Customers cannot upload files during the checkout process. County users can upload images and Excel files within select programs.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

4.0 Sales Functionality

4.1 Ticketing System and sale of General Admission and Assigned Seating Events

The Tix platform shall support both general admission and reserved seating events.

4.2 Assigned Seating

The Tix platform shall allow seats to be chosen directly from the seating chart and best available seating.

4.3 Real-time Ticketing Inventory System to eliminate risk of double-selling seats

The Tix platform shall update ticket inventory in real time ensuring that seats cannot be double sold.

4.4 Ticketing System administrators control over the timing of pricing and availability for each event

County authorized users with access to add/modify events or activate/deactivate events shall have the ability to control the timing of pricing and availability for each event. County shall have the ability to activate or deactivate events for sale or modify events at any time (even after the event has been live for sale). County shall have the ability to limit online event sales to a specific date range which can be modified at any time.

4.5 Ability to provide a variety of pricing models including percentage discounts, flat package pricing, and dollar-value discounts

The Tix platform shall support multiple types of discounts including percentage discounts, dollar amount discounts, new ticket prices being applied, and package pricing. County shall have the ability to create package discounts allowing a discount if a customer purchases one ticket to multiple events. Ability to offer pre-built packages (referred to as fixed subscriptions) and set to a flat package price shall be available to County.

5.0 Season and Membership Ticketing

5.1 Online season ticket renewals to allow patrons to maintain seats from season to season or renew before the season starts

The Tix platform shall support same seat renewals. Renewal orders and emails shall be generated by CONTRACTOR. Renewal emails shall include a link or button the customer can click to access their order online and renew order before the events are live for sale online to the general public.

5.2 System upselling and add ons

The Tix platform shall support the sale of any other items including parking passes, merchandise, etc. Merchandise and parking passes shall be set up as their own purchasable events and associated as “add-ons” to other events. Customers purchasing tickets to event with an add-on association, will be prompted with a page that offers the addition of add-on items to their order.

5.3 User registration and login to identify members uniquely to apply certain customer or customer group.

CONTRACTOR shall establish membership system to identify customers based on items

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

purchased through the system (ie: tickets to specific membership events or donation items). CONTRACTOR shall program a custom discount that provides ticket discounts to members based on County specifications.

6.0 Seating Management

6.1 Graphical display of assigned seating venue

The Tix platform shall provide graphical display of reserved seating maps. Customers and County users shall be able to view the overall layout of the venue and all seats within each seating section.

6.2 County control over pricing and availability

County shall have full control over pricing and availability of all event seating on an event-by-event basis. County shall also have the ability to view assigned seating configurations, view/modify hold status, view/modify sales, and view blocked seats.

7.0 Account Management

7.1 Unlimited number of secure, unique user accounts

The Tix platform shall support an unlimited number of secure, unique user accounts.

7.2 Account management permissions .

Each program and function in the Tix platform shall have separate user permissions. County authorized users with access to the User Management program shall be able to enable/disable access and functions on a user-by-user basis. The Tix platform shall provide user templates with user-defined permissions to allow County to create and assign and restrict County user permissions.

8.0 Ticket Printing

8.1 The Tix platform shall support batch ticket printing for unprinted orders, available tickets, tickets on hold, and orders set to specific delivery methods (will call, first class mail, etc.). The Tix platform shall allow printing and re-printing of ticket orders and printing and re-printing of individual tickets.

8.2 The Tix platform shall support E-Ticket printing by customers and or support tickets to be displayed on customer's mobile devices. The Tix platform shall support a wide range of thermal ticket printers including HTML and FGL printers.

9.0 Ticket Validation and Access Control

9.1 The Tix platform shall include secure, unique barcodes on all tickets generated through the system and provide TixScan, barcode scanning app to County which can be downloaded onto any smartphone to track and allow scanning, the exit, and re-entry of patrons. The Tix platform shall also support the use of wired USB barcode scanners.

10.0 Access to Web-based Reports

10.1 Online, real-time reporting

The Tix platform shall include an online, real-time reporting database accessible to the

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County. Reports shall include but are not limited to net sales, daily sales, sales by County user, payment details, customer-based reports, event sales lists, and seat assignments.

11.0 Refunds and Exchanges

Database County authorized users shall have the ability to search customer profiles based on last name, email address, phone number, order number, and billing address. County authorized users can reprint tickets, cancel and modify orders, to process exchanges or partial order refunds. All credit card refunds must be processed directly through County payment gateway. The Tix platform can be configured to automatically issue a refund to a customer's credit card upon order cancellation or modification if desired by County.

12.0 Customer Profile Management

12.1 Creation of user accounts

The Tix platforms shall allow customers and authorized County personnel to create user accounts that include customer name, billing address, email address, and phone number. County personnel shall have the ability to add customer notes and customer classifications accessible within specific customer-based reports. Custom data fields are not supported at this time.

13.0 Ticketing System Accessibility

13.1 Custom-branded mobile-friendly ticketing portal.

CONTRACTOR shall provide a web based online ticket sales page and Ticket Sales programs accessible through a mobile interface. The online ticket sales page shall be branded to match the branding and design of the County website.

14.0 Email Marketing

14.1 Automated email reminders, upcoming events, and marketing content based on a customer's opt-in status..

The Tix platform shall support automated pre and post event emails, reminder emails, and marketing emails based on customer opt-in status. County shall have ability to add emails to marketing campaigns or send standalone emails and have marketing performance tracked through the system. County shall have the ability to build customer email lists based on purchase history, customer classification, subscription/membership status, and geographic location.

15.0 Website Design

15.1 Ticketing portal design

CONTRACTOR will collaborate with the County to design the online ticket sales page. The County retains the right to require the CONTRACTOR to make any updates and changes to the web portal design and functionality at any time during the duration of the AGREEMENT although the basic functionality and checkout flow cannot be changed.

16.0 Convenience Fees

16.1 Convenience Fees Any such convenience fees charged to the customer shall be

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

revenue fully owned and managed by the County to be used at its discretion.

17.0 Delivery Options

17.1 Ticket delivery options

Tix supports multiple delivery options such as First Class Mail, Will Call, Walkup, and E-Ticket/Print atHome. Additional custom delivery options can be added.

18.0 Credit Card Processing and Payment Gateways

18.1 County shall maintain an active credit card merchant account to process credit cards transactions through the Tix platform or through a payment gateway established by the County. County shall process credit cards through a payment gateway compatible with the Tix platform which interfaces with the following payment gateways:

<ul style="list-style-type: none"> ▪ Authorize.net ▪ Bambora ▪ BluePay ▪ CashNet ▪ Converge ▪ CyberSource ▪ eProcessing Network ▪ FastTransact ▪ Forte Payment Gateway ▪ iATS ▪ iTransact 	<ul style="list-style-type: none"> ▪ Network Merchants ▪ Merchant eSolutions ▪ Merchant Partners ▪ Orbital ▪ PayConex ▪ Payeezy ▪ PayPal Business ▪ PayPal Payments Pro ▪ PayPal PayFlow Pro ▪ Paytrace ▪ PayConex (Bluefin) 	<ul style="list-style-type: none"> ▪ Payscape ▪ PlugNPay ▪ SafeSave ▪ Sage Payments ▪ SecurePay ▪ Square ▪ Stripe ▪ TouchNet ▪ Transaction Express ▪ USA ePay ▪ Worldpay
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18.2 County shall have the right to approve or disapprove any and all proposed payment gateways.

If County approves a gateway not included on the list above, CONTRACTOR must verify the chosen gateway is compatible with the Tix platform and build a new integration to ensure functionality.

18.3 All proposed payment gateways must meet Government Code Section 53635.2 and must be a FDIC Insured Financial Institution.

19.0 Business and Technical Support

19.1 Business and technical/emergency support hours

CONTRACTOR shall be available during regular business hours 8:00am – 6:00pm Pacific Standard Time Monday-Friday for customer and technical support. Off-hours technical support shall be available outside of regular business hours, every day throughout the year.

19.2 Technical and emergency support

Contractor shall have staff available to provide technical support available 24 hours per day throughout the year via phone and email. All proposed hardware shall be supported, and

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

warranted by CONTRACTOR.

20.0 System Availability and Reliability Guarantee

CONTRACTOR guarantees 99.9% system uptime. The County shall document cases of system downtime and allow CONTRACTOR to remedy the cases of system failure. County will allow the CONTRACTOR to remedy the cases of system failure, County reserves the right to terminate the Agreement for cause as where the 99.9% system uptime guarantee was not upheld.

21.0 Customer privacy

CONTRACTOR and COUNTY acknowledge the obligation to protect customers' right to privacy. Except pursuant to court order or otherwise required under judicial or regulatory proceedings, neither CONTRACTOR or COUNTY shall disclose any personally identifiable customer information to any third party

22.0 Payment Card Industry (PCI) compliance

CONTRACTOR shall maintain PCI compliance and provide certificates to County.

B. PAYMENT PROVISIONS

1.0 COMPENSATION/PAYMENT

1.1 All fees that COUNTY shall be obligated to pay to CONTRACTOR in consideration for COUNTY'S use of the Tix System pursuant to this Agreement shall be as set forth in Exhibit A.

1.2 County has sole discretion to add all, some or none of the fees specified in Exhibit B to the price or fees charged to customers for the associated Ticket or Other Item.

1.3 CONTRACTOR shall provide County with a detailed invoice for services each week in which ticket sales occurred. County agrees to pay CONTRACTOR within 30 days from receipt of approved invoice by the Auditor-Controller's office. County does not honor late fees.

1.4 County and CONTRACTOR agree that the CONTRACTOR fees specified in Exhibit A apply regardless of whether the orders for Tickets and Other Items are subsequently cancelled and/or refunded.

1.5 In the event that any sales, use or other taxes are assessed upon the sale of Event Tickets and/or Other Items, the COUNTY shall be responsible to pay any such taxes, if applicable, directly to the appropriate taxing authorities, and shall hold CONTRACTOR harmless from and against such taxes.

County shall pay an amount not to exceed **\$140,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to Exhibit A.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

2.0 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, services (*Web Based Ticketing Services (RFP #10794)*), and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Per Ticket Fees

Tix utilizes a per-ticket fee model for pricing. Our fees are as follows:

Tix Per-Ticket Fees Type	Online ¹	Tix Call Center ²	Box Office ³
Ticket – Priced at \$0.00 (free/complimentary)	\$1.00	\$3.50	\$0.00
Ticket – Priced from \$0.01 to \$9.99	\$1.00	\$3.50	\$0.25
Ticket – Priced \$10.00 and up	\$1.50	\$3.50	\$0.25
Other Item ⁴ – Priced at \$0.00 (free/complimentary)	\$1.00	\$3.50	\$0.00
Other Item ⁴ – priced from \$0.01 to \$9.99	\$1.00	\$3.50	\$0.25
Other Item ⁴ – Priced \$10.00 and up	\$1.50	\$3.50	\$0.25
Tix Ticket Printing and Mailing ⁵ – Fee Per Order	\$3.00	\$3.00	\$3.00

¹**Online** – Applies to orders entered into the Tix System by the Customer (web site orders).

²**Tix Call Center** – Applies to orders entered into the Tix System by the Tix Call Center. Use of the Tix Call Center is optional and only available upon request by the Client.

³**Box Office** – Applies to orders that are entered into the Tix System by the Client (phone, mail, walkup sales).

⁴**Other Item** – Applies to the sale of items other than Tickets that are sold through the Tix system. This may include Donations, Memberships, Merchandise, etc.

⁵**Tix Ticket Printing and Mailing** – Applies to orders in which Tix is printing and mailing Tickets to Customers via First Class mail. This fee only applies once per order and not per Ticket. The use of Tix printing and mailing services are optional and only available upon request by the Client.

Credit Card Processing Fees

Tix does not charge credit card processing fees to organizations using their own merchant account; all credit card processing fees, including merchant and gateway fees, are paid to their merchant account and gateway providers directly.

Tix charges an additional 5% of the ticket price for credit card sales when using the Tix merchant account for credit card processing.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Setup, Implementation and Training

Tix does not charge any fees for setup, implementation and training.

Support Fees

Tix does not charge any fees for technical support. Support is available 24/7, 365 days a year.

Hardware Fees

Tix agrees to provide The County with the following hardware at no cost:

- Boca Systems Lemur-S Ticket Printer (1-sided printing), 44 Series firmware
Quantity: 2
Value: \$1,550 each

- Bluefin PAX S300 P2PE Card Reader or MagTek Card Reader
Quantity: 5
Value: \$375 (Bluefin) or \$55 (MagTek) each

- Handheld Ticket Scanners (Samsung S8 or comparable)
Quantity: 30-40
Value: \$250 each

- Dell desktop or laptop computer running Windows 10 (box office workstation)
Quantity: 5
Value: \$750 each

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

C. IMPLEMENTATION

Implementation Plan

A typical implementation can be completed in 2 to 4 weeks, although whenever possible our goal is to meet or exceed our client's timeline. The actual implementation schedule may vary due to project environment and requirements. The following is a standard project implementation timeline:

	Activity	Start Date	Target Completion Date	Activity Owner	Comments
1.0	Planning				
1.1	Schedule introductory meeting between County personnel and Tix implementation team	Upon contract award	One week from contract award	Tix	
1.2	Give system overview/walkthrough to County project personnel.		One week from contract award	Tix	
1.3	Finalize required hardware		One week from contract award	County	
1.4	Finalize default user permissions for system administrator		One week from contract award	County	
1.5	Finalize the list of seating charts that will need to be programmed		One week from contract award	County	Additional charts will be programmed as needed.
1.6	System "go-live" date is agreed upon		One week from contract award	Tix/ County	
2.0	Implementation				
2.1	Create Tix account for County		No later than 2 weeks from contract award	Tix	
2.2	Create box office user accounts for all County administrators		No later than 2 weeks from contract award	Tix	Start date is contingent on Tix getting a list of all user accounts that need to be created.
2.3	Create customer-facing ticket sales page for County		No later than 2 weeks from contract award	Tix	County will be provided with a customer-facing ticket sales page that is designed to incorporate County's site look and feel.
2.4	Create ticket formats for box office ticket printing		No later than 2 weeks from contract award	Tix	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.5	Program reserved seating charts for each venue with reserved seating		No later than 2 weeks from contract award	Tix	
2.6	Configure payment processing		No later than 2 weeks from contract award	Tix	
2.7	Required hardware is procured		No later than 2 weeks from contract award	Tix	Completion date may change depending on hardware availability from manufacturers.
3.0	User Training				
3.1	Schedule "train the trainer" session for primary point of contact(s) at County.		No later than 2 weeks from contract award	Tix	
3.2	System training		No later than 3 weeks from contract award	Tix/ County	Training to be done via webex meeting.
4.0	Hardware Configuration				
4.1	Box office hardware is installed	TBD	TBD	County	Completion date will depend on hardware availability from manufacturers.
4.2	Box office hardware is tested	TBD	TBD	Tix/ County	Completion date will depend on hardware availability from manufacturers.
5.0	System Launch				
5.1	Online ticket purchasing is tested	TBD	TBD upon contract award	Tix/ County	This can be done in a password-protected environment
5.2	Online ticket purchasing goes live	TBD	TBD upon contract award	Tix/ County	
5.3	Box office ticket sales goes live	TBD	TBD upon contract award	Tix/ County	

**EXHIBIT B – INCORPORATION OF RFP #10749, ADDENDUMS NO. 1 AND NO. 2 TO
RFP #10749 AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10749, to provide web-based ticketing system for Weather Tech Laguna Seca Raceway in Monterey County, California. Tix, Inc., a California Corporation submitted a responsive and responsible proposal to perform the services listed in RFQ #10749. County selected Tix, Inc., a California Corporation to provide web-based ticketing system for Weather Tech Laguna Seca Raceway.

RFP #10749, including Addendums No. 1 and No. 2 to RFP #10749,, and the proposal submitted by Tix, Inc., a California Corporation is hereby incorporated into this Agreement by this reference.

EXHIBIT C – ADDITIONAL AGREEMENT PROVISIONS

16.17 Disclaimers, Limitations

- 16.17.1 To the maximum extent allowed by law, and except as expressly stated herein, CONTRACTOR waives and disclaims all warranties, whether oral or written, express or implied, or arising out of usage of trade or course of dealing, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. County acknowledges that use of the Tix system may not be uninterrupted or error free. The remedies set forth herein will be the sole and exclusive remedies of County.
- 16.17.2 In no event shall CONTRACTOR or County, or their affiliates have any liability to the other or their affiliates or any third party, for any incidental, consequential, special or punitive damages, including without limitation, damages for loss of profits or use, business interruption, or loss of good-will, irrespective of whether CONTRACTOR or County has advance notice of the possibility of such damages.

16.18 Intellectual Property

- 16.18.1 COUNTY hereby acknowledges and agrees that all content, methodology, concepts, software, technology, systems and procedures comprising or incorporated in the Tix System are the sole and exclusive property of CONTRACTOR and are protected by applicable law, including copyright, trademark, patent, trade secret, industrial design, and other proprietary rights law. COUNTY may not copy, reproduce, modify, distribute, reverse engineer, or use for its own account except as expressly authorized by this Agreement, the Tix System, or allow others, including but not limited to County's employees, partners, subsidiaries, and/or consultants to do so.

16.19 Force Majeure

- 16.19.1 COUNTY and CONTRACTOR shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared), pandemic or other health emergency, or other calamity such as fire, earthquake, hurricane, flooding, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.
- 16.19.2 CONTRACTOR acknowledges notice that County may terminate this Agreement at any time if the Laguna Seca Recreation Area and facilities are required by County's grantor of the property hereunder, the United States of America, for the national defense.