

AMENDMENT NO. 1 OF AGREEMENT BETWEEN THE COUNTY OF
MONTEREY &
ACTIVE NETWORK, LLC

WHEREAS, Active Network, LLC, successor in interest to The Active Network, Inc. (“CONTRACTOR”), and the County of Monterey a political subdivision of the State of California, (“COUNTY”) previously entered into an agreement for a three (3) year term dated July 30, 2013, for a reservation software solution (“AGREEMENT”); and

WHEREAS, COUNTY and CONTRACTOR wish to amend the AGREEMENT to further the purposes of the AGREEMENT; NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Add new Section 4.6 to Section “4.0 COMPENSATION AND PAYMENTS” stating

4.6 COUNTY agrees that CONTRACTOR will be the credit/debit card Merchant of Record and maintain appropriate credit/debit card processing procedures and relationships until such time as COUNTY selects one or more preferred credit/debit card processors. CONTRACTOR agrees to transition the Merchant of Record to COUNTY and to replace the credit/debit card processor to meet COUNTY requirements. In the event COUNTY selects vendor(s) not supported by CONTRACTOR, COUNTY will pay the development costs to direct COUNTY credit and debit card transactions to the selected COUNTY processor and make the COUNTY the Merchant of Record.

CONTRACTOR agrees to securitize all funds held in its possession in accordance with the standards established by State of California law, derived from the merchant process, to protect COUNTY monies while in Contractor’s possession.

2. Add new Section 4.7 to Section “4.0 COMPENSATION AND PAYMENTS” stating

4.7 “Group Booking” is defined as at least ten (10) reservations made at one time for the same date at the same park. The charge for a Group Booking is one fee of nine dollars (\$9.00) with no additional credit card charges back to COUNTY. Group Bookings would occur through CONTRACTOR’s call center or the COUNTY reservation staff.

3. Add new Section 4.8 to Section “4.0 COMPENSATION AND PAYMENTS” stating

4.8 Gift Card Pricing. CONTRACTOR will work with COUNTY and vendor to design, print and test gift cards. Once completed, CONTRACTOR shall ship to COUNTY. The gift cards shall have no value until they are assigned a value upon purchase through AWO. CONTRACTOR shall begin with creating 1,000 gift cards for three dollars (\$3.00) per card, for a total price of three thousand dollars (\$3,000) which COUNTY shall pay to CONTRACTOR.

4. Add new Section 4.9 to Section “4.0 COMPENSATION AND PAYMENTS” stating

4.9 The Marina pricing shall be eleven dollars and fifty cents (\$11.50), regardless of the length of stay. The price per boat in, taken on-site, shall be two dollars and fifty cents (\$2.50) without an advanced reservation.

5. Add the language to the end of Section "10.2 Non-Assignment" as follows:

"The parties hereto agree that CONTRACTOR may assign, transfer, sub-license, or deal in any other manner with this AGREEMENT or any of its rights under it to its affiliates, subsequent owner, or entity having a controlling interest in the business of CONTRACTOR without the prior written consent of COUNTY."

6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 TO THE AGREEMENT, and shall continue in full force and effect as set forth in the AGREEMENT;

7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated July 30, 2013.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR execute this AMENDMENT NO. 1 as follows:

COUNTY OF MONTEREY

CONTRACTOR

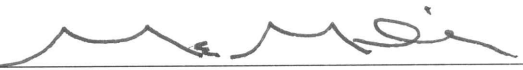
By: _____

By: 
Signature of Chair, President, or Vice-President

Dated: _____

Gary Evans - VP Outdoors
Printed Name and Title

Dated: 08/07/14

By: 
(Signature of Secretary, CFO, Treasurer or Asst. Treasurer)*

Mark Miller
Printed Name and Title

Dated: 8/8/14

Approved as to Form:

Deputy County Counsel

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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 Amendment.