



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12546; Resolution No.: 13-277

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to sign an internet based reservation software solution agreement between Monterey County Parks Department and Active Network, Inc., for a three (3) year term beginning July 31, 2013, with 1 additional three (3) year extension;
- b. Approved and adopted the reservation fees proposed in Section 4 of the Agreement as set forth in the attached Resolution to be incorporated in Article V of the County Master Fee Resolution; and

PARK RESERVATIONS¹	
Per Internet Reservation	\$9.00
Internet Change	\$5.00
Internet Cancellation	\$5.00
Per Call Center Reservation	\$9.00
Call Center Change	\$7.00
Call Center Cancellation	\$5.00
Per Field Reservation	\$5.00
Field Change	\$5.00
Field Cancellation	\$5.00
Walk-Up Transaction	\$2.50
Cabin reservations per night	\$10.00
Marina short term reservation	\$11.50
Marina seasonal pass	\$55.00
Annual access pass	\$5.00
Day use fee	\$1.00
Boat entrance pass	\$5.00

- c. Accepted Non-Standard County Indemnification Provisions as recommended by the Chief Ranger/Parks Director.

PASSED AND ADOPTED on this 30th day of July 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on July 30, 2013.

Dated: August 5, 2013
File Number: 13-0752

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**Before The Board of Supervisors In and For The
County of Monterey, State of California**

Resolution No. 13-277

Adopted Resolution amending Article V of the)
 Monterey County Master Fee Resolution)
 relating to the Institution of Parks Department)
 Reservation System User Surcharge fees for)
 park use and rentals, effective July 17, 2013.....)

THE MONTEREY COUNTY BOARD OF SUPERVISORS FINDS:

- A. Section 1.40.010 of Chapter 1.40 of Monterey County Code provides that all fees, penalties, refunds, reimbursements and charges of any kind by the County may be specified in the Monterey County Fee Resolution.
- B. The Parks Department has reservation system user surcharge fees for park use and rentals which are appropriate to specify in the Monterey County Master Fee Resolution beginning in fiscal year 2013-14.
- C. This action to modify fees and other charges to meet operational expenses is statutorily exempt from environmental review [Pub. Res. Code sec. 21080 subd. (b)(8)].
- D. Any and all adjustments to fees for services reflect no more than the actual and reasonable cost of the service or benefit received by the payor, and arise from the use of County Park property. Any discount applicable to these surcharges have a de minimus impact on the departmental budget and implementation of that discount does not result in increased fees or costs for other patrons.
- E. By definition, these user fees are not a 'tax' and are exempt from voter approval pursuant to Article XIII C, section 1(e), subpars. 1, 2 and 4 of the California Constitution (charges arising from benefit received by payor, burden on government to provide service, and/or use/admission to government property).

THE MONTEREY COUNTY BOARD OF SUPERVISORS RESOLVES:

- I. Article V of the Monterey County Fee Resolution is amended, and the surcharges to the existing Parks Department fees set forth in the attachment hereto are hereby adopted.
- II. Unless otherwise specifically amended, all prior resolutions regarding such fees remain as previously approved and are unaffected by this action.
- III. The effective date of this Resolution is July 17, 2013.

PASSED AND ADOPTED upon motion of Supervisor Salinas seconded by Supervisor Calcagno and carried this 30th day of July 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on July 30, 2013.

Dated: August 5, 2013

File Number: 13-0752

Gail T. Borkowski, Clerk of the Board of Supervisors
 County of Monterey, State of California

By *Denise Haney*
 Deputy



Monterey County

July 30, 2013
Board Report

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Legistar File Number: 13-0752

Introduced: 7/3/2013

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Contracts/Purchasing Officer to sign an internet based reservation software solution agreement between Monterey County Parks Department and Active Network, Inc., for a 3 year term beginning July 31, 2013, with 1 additional 3 year extension;
- b. Approve and adopt the reservation fees proposed in Section 4 of the Agreement as set forth in the attached Resolution to be incorporated in Article V of the County Master Fee Resolution
- c. Accept Non-Standard County Indemnification Provisions as recommended by the Chief Ranger/Parks Director.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer to sign an internet based reservation software solution agreement between Monterey County Parks Department and Active Network, Inc., for a 3 year term beginning July 31, 2013, with 1 additional 3 year extension;
- b. Approve and adopt the reservation fees proposed in Section 4 of the Agreement as set forth in the attached Resolution to be incorporated in Article V of the County Master Fee Resolution
- c. Accept Non-Standard County Indemnification Provisions as recommended by the Chief Ranger/Parks Director.

SUMMARY:

The Parks Department is seeking to enter into an Agreement with Active Network, Inc., for the implementation of an on-line reservation system and the adoption of associated reservation fees. Implementation of such a system would increase accessibility to potential patrons and is intended to improve efficiencies and customer service, with lower cost in comparison with the cost associated with implementing such an enhanced system in-house. The proposed fees would permit cost recovery, imposed against the users of the new on-line system at rates reflecting no more than the cost of the service to the patron/customer. As part of the approval, it is recommended by the Parks Department that non-standard indemnification and insurance terms be approved as part of the agreement.

DISCUSSION:

The Parks Department is seeking to increase the customer service provided to customers and patrons of County Park facilities. By offering on-line reservations through the internet, customers will have access to view availability and will be able to make reservations for campsites, building rentals, and picnic area sites 24 hours-a-day, 7 days-a-week. In addition, the technology will allow the Parks' staff to better manage park operations, increase efficiency in manual processes currently used, and retrieve valuable statistics in real-time.

The proposed Agreement with Active Networks, Inc., includes the support of a call-center for the patrons/customers making on-line reservations, but the Parks Department administrative

support staffing will not be affected by this agreement. The existing Parks support staff will continue to provide customer service for calls coming directly into the Parks Department offices, to patrons/customers coming in the door, as well as complete their other regularly assigned duties. The reservations currently being taken are very limited compared to the total number of available Parks inventory. It should be noted, that availability of sites through the implementation of the Active Network, Inc., system will be phased in to adjust from the current first come-first-serve reservation system that the department has operated under for the past 46 years.

In order to increase patron/visitor attendance numbers, the department needs to have maximum exposure to outdoor enthusiasts. By adopting more sophisticated technologies, it is intended that Parks will become more competitive with other recreation industries and similar public agencies which provide recreation opportunities. In addition, it is proposed that the implementation of an on-line reservation system and internet promotion will address the need for marketing opportunities to combat decreased visitation to the Monterey County Parks system over the past few years related to the recession, low special event attendance, and low lake levels.

After vetting options, a sole source request was submitted and approved by the Contracts/Purchasing Manager who approved Active Network, Inc., as the vendor. Active Network is the largest provider of services for camping and group reservations in the United States. They manage and market the largest outdoor recreation site in North America with 16.5 million annual visits to their sites www.reserveamerica.com and www.active.com. The combination of these sites will facilitate more awareness for Monterey County Parks and can target interest groups corresponding to the recreation opportunities available throughout Monterey County. The use of Active Network will also help to increase Monterey County Parks' visibility through economies of scale and existing marketing systems, including email campaigns and high website visitation rates at no additional marketing cost to Monterey County. Active Network has a significant presence in California and would allow our Parks system to have a side-by-side presence with peer agencies that currently use Active Network for their reservations, such as the California State Parks, the National Park Service, and the United States Forest Service, from which we will be able to capture residual business due to the great number of under-utilized campgrounds available in our Parks.

The proposed surcharges, contained in Section 4 of the Agreement, reflect the additional burden for implementation of the services provided. These surcharges to current fees reflect no more than the reasonable costs of providing the services, are allocated to the payor in a fair and reasonable relationship to the service provided, are in alignment with other agency fees for similar services and reflect no more than the burden on the County for providing the benefit to the customers using the on-line system. As part of the Agreement, these service fees are being passed through to the customers as part of the provision of the service. As such, the fees are not 'taxes' as that term is defined pursuant to Article XIII C, section 1.e (1),(2) and (4) (fee is not 'tax' if charge arises from benefit received by payor, services provided to payor, and/or use of or admission to government property by payor).

OTHER AGENCY INVOLVEMENT:

The proposed agreement was not approved by County Counsel or Risk Management because of

the non-standard indemnity language and insurance provisions proposed by the vendor. It is the position of County Counsel and Risk Management that the non-standard language result in a lack of indemnity protection to the County. In addition, the non-standard insurance provisions expose the County to non-coverage for the as-is and limited/non-liability agreement. Section 6.2 of the agreement contains Active Network's standard language when providing software with Internet Protocol. Although this is considered a low risk venture, it should be noted that the majority of risk is on the County not the Vendor. Section 3.4 allows for a no-cause ninety (90) day termination by either party.

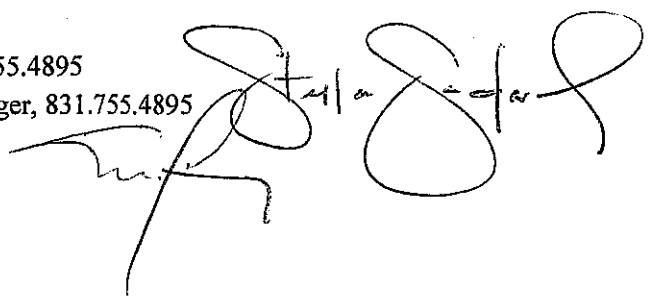
Independent of the liability and legal issues, the language was reviewed and approved by the Chief Security & Privacy Officer of the Monterey County Information Technology Department. Because Active Network has been providing citizen interactive reservation services for government and the private sector since 1967 and has a proven track record as a respected leader in the industry, it is the opinion of the Parks Director that the agreement should be approved in line with best business practices needed to bring improvements to the Park operations.

FINANCING:

The cost of this service is transaction based and self-funded through the proposed convenience surcharge fee to be charged to the consumer. Currently, the department offers 190 total units available to reserve throughout the Park system. With the added capability, the department will be offering over 1,000 units for reservations and also realizing a cost savings in credit card payment processing fees which will be included in the vendor's convenience fee. The Pricing Schedule in Section 4.1 outlines the surcharge fees, as proposed, that will be collected in addition to the existing use fees set forth in Article V of the County Master Fee Resolution. There is an anticipated increase in department revenue of 5% to 20% in the first year after conversion.

Prepared by: Stella Sandoval, Parks Finance Manager, 831.755.4895

Approved by: Michael C. Ferry, Director of Parks/Chief Ranger, 831.755.4895



Attachments on file with Clerk of the Board:

Resolution

Proposed Agreement

AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between, COUNTY of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and The Active Network, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has invited CONTRACTOR to submit a proposal for the provision by CONTRACTOR of a comprehensive online camping and facilities reservations system; and

WHEREAS, CONTRACTOR has submitted a responsible proposal, dated October 12, 2012, to perform such services ("Modified Proposal"), attached hereto as Exhibit A and incorporated herein; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in CONTRACTOR'S Proposal and in Scope of Services set forth in Exhibit B attached to this AGREEMENT on the terms and conditions contained herein and in CONTRACTOR'S written proposal. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT, set forth as Exhibit A to this AGREEMENT, include the following:

CONTRACTOR's Original Proposal dated May 7, 2012, then later revised (Modified Proposal) October 12, 2012, including all attachments and exhibits; and
AGREEMENT; and
Certificate of Insurance; and
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, CONTRACTOR'S Proposal including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and sub-CONTRACTORS 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 COUNTY, or immediate family of an employee of COUNTY.
- 1.4 CONTRACTOR, its agents, employees, and sub-CONTRACTORS 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.
 - 1.4.1 CONTRACTOR must maintain all applicable licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out CONTRACTOR's obligations under 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.

2.0 SCOPE OF SERVICE

See Attached Exhibit-B for detailed scope of services:

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT by both parties and continue for three (3) years from the date of last signature on the AGREEMENT, with the option to extend the AGREEMENT for one (1) additional three (3) year period. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension in writing, including any changes in rate and/or terms and conditions in writing.
- 3.3 Either party may terminate this AGREEMENT upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party.

3.4 Either party may terminate this AGREEMENT for any reason by giving the other party at least ninety (90) days' prior written notice. In the event of such termination, COUNTY shall pay CONTRACTOR for all services performed and all non-cancelable commitments entered into by CONTRACTOR on behalf of the COUNTY prior to the effective date of such termination.

4.0 COMPENSATION AND PAYMENTS

4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing identified below:

Pricing:

PARK RESERVATIONS¹	
Per Internet Reservation	\$9.00
Internet Change	\$5.00
Internet Cancellation	\$5.00
Per Call Center Reservation	\$9.00
Call Center Change	\$7.00
Call Center Cancellation	\$5.00
Per Field Reservation	\$5.00
Field Change	\$5.00
Field Cancellation	\$5.00
Walk-Up Transaction	\$2.50
Cabin reservations per night	\$10.00
Marina short term reservation	\$11.50
Marina seasonal pass	\$55.00
Annual access pass	\$5.00
Day use fee	\$1.00
Boat entrance pass	\$5.00

Pricing is based on the initial three (3) year contract. In the event that COUNTY exercises the option to extend the AGREEMENT for up to an additional three (3) term, the above fees shall be subject to an increase of \$0.50 per web and call center reservations in year four (4) and another increase of \$0.50 in year five (5), and the applicable field transactions will be subject to an increase of \$0.25 in year four (4) and again in year five (5).

The fees listed above include payment processing fees.

4.2 Prices shall remain firm for the first three (3) years of this AGREEMENT and, thereafter, will be adjusted annually as provided for in Section 4.1 above and 4.3 below. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

- 4.3 In the event that COUNTY exercises the option to extend the AGREEMENT beyond the initial term of three (3) years for a full six (6) years, negotiations for rate changes beyond year five (5) shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the commencement of year six (6).
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.
- 4.5 Tax:
- 4.5.1 Pricing per this AGREEMENT is inclusive of all applicable taxes.
- 4.5.2 COUNTY is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. COUNTY is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the COUNTY Parks Department at the following address:

Monterey COUNTY Parks Department
PO Box 5249
Salinas, CA 93915

- 5.2 CONTRACTOR shall submit such invoices monthly 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. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to COUNTY Auditor-Controller for payment. COUNTY Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All COUNTY Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by COUNTY. Surcharges and additional fees not included the AGREEMENT must be approved by COUNTY in writing via an Amendment.

6.0 INDEMNIFICATION, DISCLAIMER OF WARRANTY, AND LIMITATION OF LIABILITY

6.1 INDEMNIFICATION

6.1.1 The CONTRACTOR hereby waives all claims and recourse against the COUNTY, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this AGREEMENT, except to the extent such claims arise from the negligence of the COUNTY, its officers, agents, or employees, or other wrongful acts for which the COUNTY is responsible.

6.1.2 The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees against any and all third party claims, demands, damages, costs, expenses, or liability arising out of: (a) CONTRACTOR's violation of any applicable law, rule, or regulation; and/or (b) provision by CONTRACTOR of materials, products, or services as part of its obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this AGREEMENT, except to the extent such liability arises out of the negligence of the COUNTY, its officers, agents, or employees, or other wrongful acts for which the COUNTY is responsible.

6.1.3 In the event the COUNTY is named as a defendant in any claim or legal action for which CONTRACTOR is obligated to indemnify COUNTY as detailed above, COUNTY shall immediately tender the claim or action to the CONTRACTOR, and the CONTRACTOR shall assume the COUNTY'S defense and represent the COUNTY in such legal action at the CONTRACTOR'S expense, subject to the provisions herein.

COUNTY may elect to represent itself in such legal action, in which event the COUNTY shall bear its own litigation costs, expenses, and attorney's fees. Notwithstanding the foregoing, in the event the COUNTY is required to represent itself because of a conflict of interest by counsel representing the CONTRACTOR, the CONTRACTOR shall reimburse the COUNTY for the COUNTY'S litigation costs, expenses, and reasonable attorney's fees related to an indemnifiable claim pursuant Section 6.1.2 above. Such costs shall include, without limitation, all reasonable attorney's fees and costs, court costs, if any, costs of mediators or arbitrators, experts and consultants, and any other costs reasonably incurred in response to any claim indemnifiable pursuant to Section 6.1.2 above whether or not such claim proceeds to litigation.

6.1.4 In the event the COUNTY is found to be negligent along with the CONTRACTOR by a court of competent jurisdiction for loss or damage to persons or property arising from, the COUNTY and the CONTRACTOR shall cooperate and use commercially reasonable efforts in seeking and obtaining an apportionment of liability from the court.

In the event the COUNTY is found to be solely negligent or to have been solely responsible for any other wrongful act, for which liability to another is determined by a court of competent jurisdiction for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this AGREEMENT, the COUNTY shall bear its own litigation costs, expenses, and attorney's fees.

If the CONTRACTOR has paid for any costs which are the responsibility of the COUNTY under this section, the COUNTY shall reimburse the CONTRACTOR promptly. At the COUNTY'S request, in its sole discretion, any reimbursement required shall take the form of a credit against any monies due the COUNTY under this AGREEMENT.

- 6.2 EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED HEREIN, CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF SYSTEM, ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL MEET COUNTY'S REQUIREMENTS. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED HEREIN, THE SYSTEM, SOFTWARE AND SERVICES ARE PROVIDED TO COUNTY ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 6.1.2 ABOVE, CONTRACTOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. CONTRACTOR'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY COUNTY AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. THIS LIMITATION SHALL NOT APPLY TO CONTRACTOR LIABILITY DIRECTLY RESULTING FROM THEFT, NEGLIGENCE, OR CONVERSION WITH REGARDS TO FEES COLLECTED UNDER THIS AGREEMENT.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, 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.
- 7.1.2 This verification of coverage shall be sent to COUNTY'S Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a

"Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverages, 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 COUNTY's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 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:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

Exemption/Modification (Justification attached; subject to approval).

7.3.1.2 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 \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

7.3.1.3 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.

Exemption/Modification (Justification attached; subject to approval).

7.3.1.4 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.

Exemption/Modification (Justification attached; subject to approval).

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be 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, CONTRACTOR agrees to maintain the coverage required herein for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 CONTRACTOR shall provide County 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 insured's with respect to claims arising from each sub-CONTRACTOR, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each sub-CONTRACTOR showing each sub-CONTRACTOR has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the COUNTY of Monterey, its officers, agents, and employees as Additional Insured's 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 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.
- 7.4.4 Prior to the execution of this AGREEMENT by COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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 materially 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.
- 7.4.5 CONTRACTOR shall at all times 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.

8.0 RECORDS, CONFIDENTIALITY AND OWNERSHIP

- 8.1 Confidentiality: Each party and its officers, employees, agents, and sub-CONTRACTORS shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. The receiving party shall not disclose any confidential records or other confidential information received from the disclosing party or prepared in connection with the performance of this AGREEMENT, unless the disclosing party specifically permits the disclosure such records or information. Each party shall promptly transmit to the other party any and all requests for disclosure of any such party's confidential records or information. In the event of a request under the California Public Records Act for the disclosure of any confidential and/or proprietary information of the CONTRACTOR, COUNTY shall immediately notify the CONTRACTOR to allow the CONTRACTOR a reasonable opportunity to seek protective legal treatment for such confidential and/or proprietary 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 or as otherwise permitted under this AGREEMENT.
- 8.2 Confidential information as used in this AGREEMENT means information belonging to one party which has been furnished or disclosed to the other party which is: (a) in tangible form and marked or designated in writing and in a manner to indicate it is confidential or a trade secret; or (b) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret, and is identified as a confidential or a trade secret in a writing (which may be made via email) provided to the receiving party within thirty (30) business days after disclosure. Notwithstanding the foregoing, confidential information shall not include information which (c) is already known to the receiving party without restrictions at the time of its disclosure; (d) the information is or subsequently becomes publicly available without the receiving party's breach of any obligation owed the disclosing party; (e) is disclosed to the receiving party, without confidentiality obligations, by a third party who has the right to disclose such information; or (f) was independently developed without reliance on any confidential information of the disclosing party.
- 8.3 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; provided, however, that CONTRACTOR may retain a copy of such records to comply with its legal, regulatory, and archival purposes.

- 8.4 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.
- 8.5 Access to and Audit of Records: COUNTY shall have the right, upon reasonable prior written notice to CONTRACTOR, at CONTRACTOR'S principal place of business and during normal business hours, but not more than once in any rolling twelve (12) month period, to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its sub-Contractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of 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. The results of any such audit shall be treated as CONTRACTOR'S confidential information. Under no circumstances shall COUNTY have access to CONTRACTOR'S servers, technology or computer systems.
- 8.6 CONTRACTOR may use the information collected from those individuals purchasing reservations or otherwise transacting with COUNTY using the SYSTEM: (i) to communicate with COUNTY's clients who have initiated a request for information from CONTRACTOR as part of their use of the SYSTEM; (ii) in non-personal, anonymized, aggregated form for internal and external evaluation purposes (e.g., for the analysis of its products and services); (iii) distribute the information for use by CONTRACTOR's contracted third parties and vendors that provide additional products and services that are required to be delivered under this AGREEMENT or as are requested by COUNTY or its customers (e.g., for payment processing); (iv) if applicable, to use, display, distribute or transmit any particular information where the individual has consented to such use; and (e) as otherwise permitted by applicable law. For the avoidance of doubt, the provisions of this AGREEMENT do not apply to data obtained by CONTRACTOR separate and apart from this AGREEMENT (e.g., where an individual has registered with CONTRACTOR unrelated to the SYSTEM services provided under this AGREEMENT).
- 8.7 CONTRACTOR shall retain all right, title and interest in and to its services and products and any underlying software, patents, copyrights, trademarks, service marks, logos and trade names worldwide ("Intellectual Property") subject to the limited license provided by this AGREEMENT. COUNTY shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair CONTRACTOR's rights in its Intellectual Property. COUNTY acknowledges that its use of the Intellectual Property shall not create in it or any other person any right, title or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of CONTRACTOR.

CONTRACTOR hereby grants to COUNTY a limited, non-exclusive, non-transferable license to use CONTRACTOR'S Intellectual Property, and/or services solely in

accordance with CONTRACTOR's specifications and limitations as set forth in this AGREEMENT. COUNTY hereby grant to CONTRACTOR a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by COUNTY solely as necessary for CONTRACTOR to provide the services for COUNTY's benefit, which may include use of COUNTY's name, trademarks, service marks and logo.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include language substantially similar to the non-discrimination and compliance provisions of this clause in all agreements with sub-CONTRACTORS that perform work under this AGREEMENT.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent CONTRACTOR: CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of COUNTY, nor immediate family of an employee of COUNTY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of COUNTY provided, however, that such consent shall not be required for assignment to the purchaser of all or substantially all of CONTRACTOR's assets or equity securities or to any affiliate or successor by way of any merger, consolidation or other corporate reorganization of CONTRACTOR. In the event that any such assignment is made by CONTRACTOR, CONTRACTOR will provide COUNTY with written notice of such assignment within 30 days of the date of

assignment. COUNTY shall then have 30 days to terminate this AGREEMENT without further liability to CONTRACTOR.

- 10.3 CONTRACTOR may utilize any sub-CONTRACTOR or supplementary provider to provide the Services without the express written consent of COUNTY, provided that CONTRACTOR agrees to be responsible and liable for any such sub-CONTRACTORS' or supplementary provider's compliance with the applicable terms and conditions of this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 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 performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 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 performance of the Services.

13.0 WARRANTY BY CONTRACTOR

- 13.1 CONTRACTOR warrants that, when utilized by COUNTY in a manner authorized hereunder, the software provided by CONTRACTOR will substantially conform to the specifications outlined in this AGREEMENT. CONTRACTOR's sole obligation and liability and COUNTY's sole and exclusive remedy hereunder with respect to any failure to so perform will be, at CONTRACTOR's sole discretion, to either remedy the non-conformity or refund fees pre-paid by COUNTY for the non-conforming software. In the event CONTRACTOR elects to repair the non-conforming software, CONTRACTOR shall use reasonable efforts to remedy any non-conformity which is reported to CONTRACTOR in writing by COUNTY. In the event CONTRACTOR elects to refund COUNTY, CONTRACTOR will refund to COUNTY the fees paid by the COUNTY to

CONTRACTOR for services provided to implement the software, and this AGREEMENT will be automatically terminated. All warranty service will be performed at service locations designated by CONTRACTOR. Except for the foregoing, the software is provided AS IS.

- 13.2 CONTRACTOR warrants to COUNTY that CONTRACTOR has the right to deliver third party products subject to any documentation accompanying such third party products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any third party products that are software.
- 13.3 THIRD PARTY PRODUCTS ARE WARRANTED BY THE MANUFACTURERS THEREOF IN ACCORDANCE WITH THE WARRANTY STATEMENTS ACCOMPANYING DELIVERY OF THE THIRD PARTY PRODUCTS, AND COUNTY AGREES THAT IT WILL RELY SOLELY ON SUCH THIRD PARTY PRODUCT WARRANTIES AND SHALL MAKE NO CLAIM AGAINST CONTRACTOR ON ACCOUNT OF ANY WARRANTY, EXPRESS OR IMPLIED, WHICH MAY APPLY TO ANY THIRD PARTY PRODUCT.

14.0 GUARANTEE OF MALWARE-FREE GOODS

Industry standard anti-virus software will be used on all software/hardware purchased to prevent the introduction of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

15.0 INTELLECTUAL PROPERTY RIGHTS

- 15.1 All data provided by COUNTY belongs to COUNTY. All records compiled by CONTRACTOR specifically for COUNTY in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, and all other similar recorded data ("COUNTY Data"), shall become and remain the property of COUNTY. Use or distribution of COUNTY data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from COUNTY.
- 15.2 The COUNTY is responsible for the security of its login information and for the use or misuse of such information by users authorized by it to access such information. The COUNTY will disable a user's account or immediately notify the CONTRACTOR in writing if any such users are no longer authorized. CONTRACTOR shall furnish all data

to COUNTY upon request by COUNTY at any time during the term of this AGREEMENT in a useable format as agreed upon by COUNTY and CONTRACTOR.

15.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information and technology including, without limitation, software, source code, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT and any and all modifications thereto or derivatives thereof.

16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to COUNTY's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Legal Services
The Active Network Inc.
10182 Telesis Court, Suite 100
San Diego, CA 92121
Tel. No. 858-964-3801
FAX No. 858-964-3978
Legal.Notice@activenetwork.com

17.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws. Venue and jurisdiction shall be in the County of Monterey for any litigation or dispute arising from this AGREEMENT.

18.0 MISCELLANEOUS

- 18.1 This AGREEMENT contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written AGREEMENT executed by both parties.
- 18.2 If any provision of this AGREEMENT is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this AGREEMENT shall continue in full force and effect.
- 18.3 No waiver of any provision of this AGREEMENT or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 18.4 Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this AGREEMENT to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

(This section intentionally left blank)

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

Melba Zapfel
Contracts/Purchasing Officer

Dated: 5 August 2013

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 7-16-13

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

County Board of Supervisors' AGREEMENT Number: _____.

*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 AGREEMENT.

CONTRACTOR

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

DARKO DEJANOVIC, PRESIDENT
Printed Name and Title

Dated: 7.10.2013

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

SCOTT MENDEL, CFO
Printed Name and Title

Dated: 7/10/2013

EXHIBIT B SCOPE OF SERVICES

1.0 Products and Services:

- 1.1 CONTRACTOR agrees to provide COUNTY with its industry-leading reservation service solution –hereinafter referred to as “SYSTEM.” - To meet the required deliverables with regards to an automated parks reservation system as described in the AGREEMENT.
- 1.2 CONTRACTOR’S SYSTEM single centralized database design, shall allow COUNTY the ability to access all sales channels and camping inventory simultaneously in real time (no batch upload or download), so double booking of inventory would be prevented. CONTRACTOR further agrees that the single real time database will allow customers and users to have access to all available inventories in a continuously up-to-date fashion through phone, over the Internet and at any system workstation in the field or COUNTY office.
- 1.3 CONTRACTOR agrees to provide COUNTY with the following system capabilities:

SYSTEM Module	For real-time use by	Proposed for MCP
Consumer Internet	Internet Customers	YES
Field Manager	Park Staff	YES
Call Manager	Call Center Agents (CONTRACTOR or COUNTY agents)	YES
Operations Manager	Customer Service Staff (CONTRACTOR or COUNTY personnel)	YES
Finance Manager	Accounting and Administration	YES
Resource Manager	Park Management	YES
Venue /Ticket Manager or Store Manager	Ticketing/Day Use Operations	YES*
Marina Manager	Marina Reservations	YES*

*Based on mutual agreement on scope and timing.

1.4 In addition to the above SYSTEM interfaces, CONTRACTOR'S experienced, professional teams shall provide the Call Center and Help Desk support and system operations and maintenance as detailed in the PROPOSAL with Call Center and Help Desk hours as detailed in the AGREEMENT. CONTRACTOR'S product-dedicated help desk services shall be part of the provided services under the AGREEMENT and part of the ongoing partnership maintenance.

2.0 Consumer Internet:

CONTRACTOR'S on-line reservation site shall include at a minimum the following benefits and features.

2.1 Customers shall have the option of utilizing either graphical maps or text-based tools to search and select sites with the parks system. Regional maps shall enable customers to find all Monterey COUNTY Parks in the SYSTEM. The location of each park shall be plotted using latitude and longitude coordinates, which campers could manually enter into their GPS systems to plan and navigate to their destinations.

2.2 CONTRACTOR shall host and operate the website, which shall be completely integrated with the call center and in-park (field) channels for real-time processing. This shall prevent double booking, overlapping reservations, and other business rule violations.

2.3 CONTRACTOR shall with the final approval of COUNTY design, test, and implement the site based on mutually agreed upon plans. CONTRACTOR agrees to host and manage the site with the CONTRACTOR'S teams of skilled, dedicated web designers and software developers.

2.4 All Sites shall:

2.4.1 Provide strong security measures for sensitive data; and

2.4.2 Comply with ADA accessibility and with all applicable requirements of Section 508 and W3C

2.5 The SYSTEM shall maintain a 99.90% uptime calculated as an average availability during non-scheduled maintenance calculated annually.

2.6 CONTRACTOR agrees to provide a proven web-based solution to increase the COUNTY'S visibility through exposure on CONTRACTOR's portal reserveamerica.com along with CONTRACTOR'S other State and Federal Parks.

2.7 CONTRACTOR agrees to provide COUNTY with at a minimum the following valuable benefits:

2.7.1 Exposure to devoted campers looking for new experiences in new places; and

2.7.2 Visibility among Federal Parks and multiple states' recreation areas; and

- 2.7.3 Online promotions geared towards enticing new campers to visit COUNTY parks; and
- 2.7.4 Improvements and new functionality if and when available; and
- 2.7.5 Compliance with PCI DSS Data Security Standards and applicable data security laws; and
- 2.7.6 Exposure to millions of unique visitors a year who access the ReserveAmerica.com site

3.0 Call Manager and Hosted Call Center:

CONTRACTOR shall host COUNTY'S telephone camping reservations services, through CONTRACTOR'S existing call center staffing and work-at-home agents. CONTRACTOR shall provide COUNTY, through its reservation services, a high level of sophisticated monitoring tools and networked call centers. CONTRACTOR agrees that it has the capability to access and use a combination of cross-trained agents to provide the flexibility to address typical volume spikes, such as those seen around holidays.

- 3.1 CONTRACTOR'S agents are networked and can seamlessly share calls. CONTRACTOR further acknowledges that CONTRACTOR'S Agents at any location can all use CONTRACTOR'S SYSTEM Call Manager module to access the centralized database in real time to process transactions. CONTRACTOR acknowledges that its system is centralized with one database, access and information is consistent across all sales channels, via the field, call center, or website, providing accurate enforcement of COUNTY'S specific business rules and policies. Any promotions or special timely information will be available in real-time.
- 3.2 CONTRACTOR shall provide a real time connection to the central database, where agents help customers search availability, reserve, pay for, change/transfer and cancel sites through use of CONTRACTOR'S Call Manager application and integrated tools.
- 3.3 The CONTRACTOR'S Call Manager functions shall include at a minimum, the ability to provide:
 - 3.3.1 Multiple methods of quick and broad search capability - date, attribute, park alias, equipment type, range of dates, activity type, etc.; and
 - 3.3.2 Automatic enforcement of COUNTY'S business rules; and
 - 3.3.3 Agent-Optimized Interface and user-paths that improve customer service; and
 - 3.3.4 Shopping Cart - multiple types of inventory allowed in one transaction; and
 - 3.3.5 Auto-population of data and reformatting of agent input for accuracy and consistency; and
 - 3.3.6 Dynamic referral/utilization management services – increase/decrease utilization through referrals, cross-selling and active occupancy management; and

- 3.3.7 Group Sales functionality; and
- 3.3.8 Full payment support including major payment methods, split payments, deposits, etc.
- 3.4 CONTRACTOR'S agents shall be trained to refer callers to other sites or facilities when a customer's first choice is not available. Using the CONTRACTOR'S integrated dynamic referral capabilities within Call Manager, agents shall have the ability to easily determine other available facilities based on proximity or type of site being requested.
- 3.5 CONTRACTORS call center shall provide COUNTY with effective approaches for offering alternative sites or facilities in the event a caller's first choice is not available.

4.0 Performance:

CONTRACTOR agrees to deploy and enforce consistent call handling and assessment procedures, which shall govern the entire base operating procedures and methods, and agrees to continually monitor and test to ensure standard call management practices are maintained throughout the life of the AGREEMENT.

- 4.1 CONTRACTOR further acknowledges that CONTRACTOR has taken extensive measures to ensure uniform quality standards in all of its call center and work-at-home locations. CONTRACTOR provides weekly quality of service calibration sessions, which are conducted with Team Leaders, Supervisors, Customer Service Managers, and Quality Assurance staff so that all agents meet the same high standards at all times.

5.0 Customer Service:

CONTRACTOR shall provide COUNTY with a toll free number through which COUNTY customers can reach trained reservation and customer service agents from anywhere in North America.

- 5.1 CONTRACTOR agrees to provide COUNTY and its customers with access to all call center management staff through additional toll-free numbers.
- 5.2 CONTRACTOR and COUNTY shall mutually develop the greeting for the reservation line.
- 5.3 CONTRACTOR'S Call Center and Customer Service Hours shall be: 9 AM to 5 PM PST, 7 days/week, Closed Thanksgiving, Christmas Day and New Year's Day.
- 5.4 CONTRACTOR agrees that for non-reservation calls, CONTRACTOR'S reservation agents shall provide information consistent with the parameters of their training, which shall be developed, reviewed and approved collaboratively by the CONTRACTOR and COUNTY.

- 5.5 CONTRACTOR and COUNTY both agree that the Call Center labor is one of the prime cost drivers in any reservations project, and both parties agree that the mutual goal of both parties is to establish call handling guidelines that minimize the calls-per-reservation ratio while maintaining high levels of customer satisfaction. Such guidelines may cover, for example, when to refer callers to COUNTY staff, direct them to the particular park site in question, or to Parks brochures or web pages.
- 5.6 To reduce information-only calls to the CONTRACTOR'S reservation agents, CONTRACTOR will utilize their Automated Call Distribution System (ACD) system as an efficient and popular self-service tool so that agents can spend more time with actual reservation calls. CONTRACTOR and COUNTY agree that all scripts and customer messages shall be developed based on CONTRACTORS extensive experience and subject to the COUNTY'S approval, not to be unreasonably withheld.
- 5.7 CONTRACTOR'S ACD shall provide the following level of service (based on mutual determination of need between COUNTY and CONTRACTOR):
- 5.7.1 Provide commonly requested information (Example: "press 1 to hear the cancellation policy, press 2 to confirm you are familiar with it"); and
 - 5.7.2 Provide information on parks that are sold out for the weekend ("press 2 for a list of parks not available for overnight stays Easter weekend"); and
 - 5.7.3 Promote visitation at underutilized facilities ("press 3 to hear about our best secret getaways")
- 5.8 CONTRACTOR'S ACD shall allow callers, who are interested in a reservation at one of the promoted areas, the ability or option to make a reservation by phone or direct callers to the SYSTEM Internet address.
- 5.9 In addition to what is provided via CONTRACTOR'S ACD messaging system, CONTRACTOR shall work with COUNTY staff to fine-tune COUNTY scripts to include a specific response for customers who call for park information.

Example: For customer information requests not available in the SYSTEM or COUNTY policies: please state, 'I apologize, I do not have that information, but I can provide you with the number to the park.'

6.0 Confirmation Letters:

CONTRACTOR agrees that the CONTRACTORS SYSTEM has the ability to generate confirmation letters that are automatically emailed or made available for postal mailing (depending on the sales channel and customer request) to all customers making, canceling or changing a reservation. Postal mail for reservations shall apply only to those reservations made more than seven (7) days prior to the arrival date. CONTRACTOR shall mail all customer reservation notices in accordance to PCI security requirements and USPS postal standards.

7.0 Finance Manager:

CONTRACTOR'S Finance Manager tool shall be used to build and configure financial accounts and to configure financial hierarchy to support within COUNTY'S financial procedures and requirements chart of accounts. . The Finance Manager shall provide for complete transparency to the core financial data for full and instant transaction auditability and the confidence of financial data integrity.

- 7.1 CONTRACTOR shall work closely with COUNTY's assigned finance staff to review current financial procedures and requirements per the AGREEMENT.
- 7.2 CONTRACTOR and COUNTY agree that the initial contact with the COUNTY'S Finance/Accounting Department shall occur during the Initial Planning and Coordination Meetings. CONTRACTOR and COUNTY shall work together to build and configure the financial accounts and to configure financial hierarchy within the approved chart of accounts. This configuration is a critical step for revenue reporting in order for COUNTY to achieve the full benefits of the SYSTEM reporting capabilities.
- 7.3 SYSTEM functions shall allow for cash-based accounting and shall provide reports for accrual accounting.
- 7.4 CONTRACTOR shall ensure that the SYSTEM allows for a full audit trail, and that it is maintained for all transactions, as well as changes to transactions for Call Center, Internet and Parks field locations. All transactions shall be recorded with the name and user ID of the person completing the change, date, time and reason for the modification. For audit purposes, a complete transaction history shall be viewable to authorized staff, on demand.
- 7.5 In addition to the online access to financial reports as defined in the Resource Manager User Guide which may be modified from time to time during the term of the AGREEMENT. SYSTEM shall also provide authorized users with real-time, drill-down capabilities within the financial details of each reservation using a variety of system interfaces, such as but not limited to: Reservation History, Fee Details, Payment Details, Refund Details, Operator Shift Details, etc. These interfaces shall be interconnected, allowing a user to navigate from an operator shift summary to corresponding transaction details, using links to the reservation, view the reservation history and access payment details for each payment associated with the reservation. The system will perform in accordance with the specifications detailed in the system manuals, taking into account system operation, features, and benefits upgrades which may be implemented from time to time on a system-wide basis.
- 7.6 Finance Manager shall offer the user the ability to access specific information within the SYSTEM interface to view reconciled/un-reconciled credit card payments, pending/approved/issued refunds, distributions, and invoices.

8.0 CONTRACTOR'S Finance Manager shall provide at a minimum the following:

- 8.1 Chart of Accounts: ability to build and configure financial accounts and to configure financial hierarchy within COUNTY system; and
- 8.2 Access Tool: real-time access to view payment and associated financial posting; and
- 8.3 Comprehensive Setup and Visibility: ability to review fee set ups, discounts, taxes, fee penalties (cancellations and no-shows) transaction charges, etc; and
- 8.4 New Fee Types Enabled: variable transaction fees, and attribute fees along with the core overnight/activity use and POS fees; and
- 8.5 Attribute Fees: set up of fees corresponding to site characteristics (electricity, proximity to water, Cabins with extra bedrooms or running water); ability to track revenue generation from specific site characteristics; and
- 8.6 Discounts: full discount set-up and management from senior citizen to mid-week discounts; and
- 8.7 Taxes: manage taxes from the federal, state, COUNTY and/or local level, from flat, tiered, per night to percent of total use fees, from one half of the facility to the entire park; and
- 8.8 Refund Management: review refunds online; decline, approve, and issue refunds; tracking, requesting, approving and issuing users; and
- 8.9 Payment Management: track all payments by user, collection locations, and status; and
- 8.10 Comprehensive Reconciliation: full matching of payments, credit card batches, deposits made, credit card merchant provided data, and reconciliation tools allowing for exception handling; and
- 8.11 Distribution Management: set up distribution groups, schedule system distributions, and perform one-offs configurable to COUNTY'S hierarchy, including full access from distributions through reconciliations, transactions, payments and vendor fees.

9.0 Revenue Processing:

CONTRACTOR shall deposit all transaction revenue directly into COUNTY'S designated bank account, the details of which shall be provided to CONTRACTOR upon execution of the AGREEMENT.

- 9.1 COUNTY will provide CONTRACTOR's designated staff with access to bank statements. CONTRACTOR'S finance team shall be responsible for reconciling the bank account. CONTRACTOR shall maintain detailed reconciliation reports, which shall be made available to COUNTY upon written request, supporting all funds transfers and distribution of funds.
- 9.2 CONTRACTOR shall ensure that each and every reservation within the SYSTEM has its own unique identification number. This number shall be printed on the confirmation notice, along with the Customer Service number, which shall be utilized by the customer when calling for changes or cancellations. All changes

made shall require the customer to utilize the original reservation number for customer verification purposes.

10.0 Resource Manager:

CONTRACTOR shall provide COUNTY with access to the Resource Manager (RM) reporting module as part of the AGREEMENT. Resource Manager shall be the COUNTY'S tool or interface for accessing or running scheduled "standard" or on-demand reports of statistics, activity, and general utilization of the system as well as summary and detailed financial reports.

10.1 Resource Manager shall allow COUNTY to enter various report parameters prior to running reports which can be previewed, stored, emailed or printed at COUNTY'S discretion.

10.2 CONTRACTOR agrees to provide COUNTY with access to a reporting suite of over 130 on-demand reports with powerful scheduling and distribution options.

10.3 CONTRACTOR agrees that COUNTY office staff and field staff will be able to access SYSTEM using their normal browser and Internet connectivity detailed within the parameters detailed in the PROPOSAL to generate a variety of management, analytical and financial reports.

10.4 CONTRACTOR'S Resource Manager Interface shall allow for scheduled "standard" or on-demand reports for statistics, activity, and general utilization of the system as well as summary and detailed financial reports. The Resource Manager interface shall display all reports that can be previewed prior to printing.

10.5 The SYSTEM Reporting engine of CONTRACTOR'S system shall include the following:

10.5.1 Reports that fulfill specific information needs and are parameterized accordingly. Reporting parameters (which vary by report) shall include but are not limited to: date, date range, week ending date, agency, region, facility, loop, site type, group and sort by, status (reservation/registration, payment or refund), distribution coverage, and payment groups; and

10.5.2 Organizational Scope: access to information filtered by user location within COUNTY'S hierarchy; and

10.5.3 Self Managed Report Requestor offering various format and distribution options; and

10.5.4 Report Distribution: instant, emailed, faxed, scheduled, to self or other individual, mass distribution for specified daily reports; and

10.5.5 Format: variable form reports available by request in PDF, XLS and dynamic HTML (dhtml) formats; and

10.5.6 Breadth of Reporting: financial, utilization, demographic, distribution, trend reporting, consumer marketing info (within appropriate privacy laws), etc; and

10.5.7 Full scheduling options allowing for single instance, multiple instances for a defined period or no end time to one or more recipients by various delivery methods. Recurrence patterns must have the ability to be set by time of day, day of the week, or day of the month with sensitivity to "Today" for reporting periods; and

10.5.8 Controlled Access: complete security framework where users only see the data and functionality applicable to their level of access; and

10.5.9 SYSTEM standard reporting capabilities shall include at a minimum, the following array of reports that provide in-depth information on topics that include:

Report Categories

- Revenue and accounting
- Occupancy statistics
- Camper Activity
- Park Management

Property Revenue Reports

- Deposit Report
- Shift Reports: by operator, location, terminal ID
- Fees Report

Accounting Reports

- Recipient Distribution Report Summary
- Recipient Distribution Report Detail
- Refunds Pending
- Refunds Approved
- Refunds Issued
- Invoice Remittance
- Invoice Summary
- Invoice Detail
- Tax Detail by Park
- Tax Summary Report by Agency/Region/Park
- Full audit-ability of any transaction in real time through the system

Property Operation Reports

- Park Profile Report
- Visitation Report
- Closures Report

Property Management Reports

- Daily Facility Management Report
- Incoming Campers Report
- Outgoing Campers Report
- Cancelled Campers Report
- Onsite Campers Report

Administrative Reports

- Confirmation Letter
- POS Product Sold Report
- Discount Summary Report
- Discount Detail Report
- Promotional Code Report
- Financial Export Report (for upload to COUNTY systems)

Annual Statistic Reports

- Year over Year Utilization Report
- Days in advance of Booking to Minimum Window Report
- Days Sites Occupied Report

10.5.10 CONTRACTOR agrees to provide COUNTY with a complete SYSTEM Resource Manager Reference Guide in electronic format. It shall include a description of each standard report that SYSTEM provides.

11.0 Business Rules:

CONTRACTOR agrees and acknowledges that it has the ability to accommodate COUNTY'S functionalities and business rules as detailed in this AGREEMENT.

11.1 CONTRACTOR acknowledges that its SYSTEM has the capabilities to enforce and configure rules for a specified time period such as peak season minimum stay 7 nights or for a specific purpose, for example a 3-night stay required on holiday weekends.

11.2 CONTRACTOR agrees that CONTRACTOR'S SYSTEM supports multiple stay rules including, but not limited to the following:

2.11.2.1 Maximum stay within a specified time period

2.11.2.2 Maximum consecutive stay

2.11.2.3 Maximum total stay

2.11.2.4 Minimum time away

2.11.2.5 Minimum stay (can differ by season, weekday vs. weekend or holiday)

2.11.2.6 Specified stay start (i.e. if a cabin must be booked for a 7-day period starting on a Saturday)

11.3 CONTRACTOR agrees that use fees can include the establishment of base rates for high demand facilities versus lower demand ones, amenities including electric and water view attributes and resident versus non-resident. These fees in combination shall determine the overall cost to the camper based on the applicable fees times the number of nights reserved. Furthermore, group fee rates can be based on a minimum fee; plus additional either per person or per range, are also supported. The system shall also support group fees by vehicle/occupant increments or ranges, or weekly/monthly rates, as well as custom rates for custom stay durations (for example: Nightly use fee \$25.00, Custom fee for 3-night stay \$70.00).

11.4 CONTRACTOR agrees that CONTRACTOR'S SYSTEM has the ability to support a variety of configurations for different purposes. The list below shows just a few of the parameters that can be configured:

2.11.4.1 Re-servable

2.11.4.2 Non-Re-servable

2.11.4.3 Park Re-servable Sites

2.11.4.4 Facilities

2.11.4.5 Seasons

12.0 Forms of payment:

CONTRACTOR agrees that CONTRACTOR'S SYSTEM shall have the ability to accommodate a wide range of payment types to fit the COUNTY'S business rules and goals for customer service. COUNTY shall determine which forms of payment are accepted by each channel.

Example, cash would not be accepted for phone reservations, or rain checks may not be accepted via Internet.

12.1 CONTRACTOR shall provide COUNTY'S customers with real time payment processing options. Customer reservations shall be confirmed while they are still on the Website or on the phone with an agent. Customers shall be notified before the payment process is initiated that their credit card is being billed the entire amount of applicable charges. Upon completion of payment processing, email confirmations shall be sent to the customer within approximately forty eight (48) hours for customers who request a printed confirmation or did not provide an email address, the confirmation will be printed and mailed within established time frames so long as the reservation is made seven (7) or more days in advance of arrival.

12.2 CONTRACTOR'S Customer Service team shall contact any customer whose credit card declines after the transaction has been completed.

12.3 CONTRACTOR agrees to accept the following payment types from COUNTY Customers:

12.3.1 Debit cards with VISA/MasterCard logo

12.3.2 Checks

12.3.3 Money orders

12.3.4 Travelers checks

12.3.5 Cash

12.3.6 Agency coupons

12.3.7 Refunds

12.3.8 Vouchers

12.3.9 Gift cards

12.4 CONTRACTOR'S system shall allow COUNTY Customers the ability to utilize COUNTY issued gift cards as a payment method, if the COUNTY desires to utilize them in the future. CONTRACTOR'S system has the ability to track the use of gift cards within its financial system so long as COUNTY implements CONTRACTOR's gift card program. CONTRACTOR'S system shall also have the capability to issue refunds in the form of a gift card rather than issuing a check refund, if COUNTY so desires to do so at a later date.

12.5 The SYSTEM must support the ability of COUNTY to:

12.5.1 Maintain gift card balance within the SYSTEM database so long as CONTRACTOR's gift card program is implemented; and

12.5.2 Support Automatic gift card recognition using either bar code scanners or card swipe devices in the Field; and

12.5.3 Support the ability of COUNTY Staff to use Field Manager to process credit card transactions for walkup customers; and

- 12.5.4 Process transactions on the central system using real-time card authorizations; and
- 12.5.5 Apply all applicable taxes and surcharges, either fixed or variable; and
- 12.5.6 Accurately processes all reservations, confirmations, cancellations, and changes; and
- 12.5.7 Calculate and apply refunds according to the approved COUNTY business rules

13.0 Events Feature:

CONTRACTOR'S System must provide a mechanism capable of completing a set of pre-approved functionalities for managing group reservations. CONTRACTOR'S System must provide for a workflow process through CONTRACTOR'S Field Manager, Call Manager modules to facilitate the planning, execution, and completion of an event.

- 13.1 The CONTRACTOR'S event solution must provide the following workflows:
 - 13.1.1 Add a new event workflow, with the following basic information such as customer information, event name, and the start and end dates of the event; and
 - 13.1.2 Make and schedule reservations for an Event workflow; and
 - 13.1.3 Negotiate Price requests through workflow for special site/room rates; and
 - 13.1.4 Change event dates through workflow, facilitating the automatic changing of the reserved dates for the reservations in the Event subject to availability; and
 - 13.1.5 Cancel events through workflow, facilitating the automatic cancellation of the reservations in the event; and
 - 13.1.6 Billing workflow shall provide ways of generating bills; and
 - 13.1.7 Bills must be generated at any point in time, i.e. while the event is still in its planning stage, while the event is on-going, as the participants of the event check-out, and days/weeks after the completion of the event; and
 - 13.1.8 Generated bills must provide current information of fees/charges, payments made, and payment due to-date; and
 - 13.1.9 Previously generated/printed bills must be made available for reference and re-printing as needed; and
 - 13.1.10 Corporate bills shall include billing for all the reservations in the Event together with each reservation's billing for the event
- 13.2 CONTRACTOR must be able to provide customers with a separate bill for each reservation in the event if requested by the Customer.

14.0 Application Management:

CONTRACTOR agrees to provide hosting of the applications necessary for this AGREEMENT in a centralized hosting facility. CONTRACTOR agrees that all software upgrades shall occur at the central hosting facility hosted by the CONTRACTOR, and shall automatically be picked up by all park locations connected to the system and any other connected COUNTY facilities.

NOTE: Store Manager is the only SYSTEM application that is not web-based to allow offline sales through a local database that is continuously synched with SYSTEM through preconfigured synching schedules so long as connectivity is maintained.

- 14.1 CONTRACTOR agrees to provide COUNTY with regular updates to the system (per our software development road map schedule) to add new features, patches and repairs to correct defects; and updates to content including park and site information, notes, alerts, etc. In some cases where CONTRACTOR developed new modules, there may be a fee required before the module is made available for COUNTY use. This may include a one-time payment, and/or a change to transaction fees paid by COUNTY.
- 14.2 CONTRACTOR'S technical operations team shall continually monitor and analyze all system outputs, modifying configurations as needed to optimize performance.
- 14.3 CONTRACTOR agrees where possible to deploy in the off-season any large upgrades and time such deployments to enable training to take place in a way that allows for complete training of COUNTY staff prior to their need to use any system upgrades.
- 14.4 CONTRACTOR shall integrate a quality control and assurance program. In addition to the standard "human based" testing of all software prior to release, CONTRACTOR shall also employ industry standard software design lifecycle tools in the design, development and testing of SYSTEM.
- 14.5 CONTRACTOR agrees to test each new version, patch or fix of a product, prior to installation, with multiple testing cycles and regression testing taking place.
- 14.6 CONTRACTOR'S testing regiment shall include, but not be limited to:
 - 14.6.1 Unit Tests (performed by the Development Team); and
 - 14.6.2 Integration Tests (performed by the Development and Software Quality Assurance Team); and
 - 14.6.3 System Tests (performed by the Software Quality Assurance Team); and
 - 14.6.4 Load and Stability Tests performed on each patch (by Software Quality Assurance Team) Performance, Fault Tolerance and Scalability tests for appropriate releases; and
 - 14.6.5 User Acceptance Tests (performed by the Software Quality Assurance and User Teams).
- 14.7 CONTRACTOR'S team shall actively work with COUNTY to continuously develop and enhance CONTRACTOR'S product offerings with no impact on COUNTY operations.

15.0 Support:

- 15.1 COUNTY users shall access CONTRACTOR'S Help Desk by phone via a dedicated toll-free number, and online by email or our website. The support provided by CONTRACTOR shall be designed to be reachable and able to solve all problems quickly.

- 15.2 CONTRACTOR'S Help Desk Hours: March 1st – October 31st from 6am to 12am central time and November 1st – February 29th from 6am – 10pm central time
- 15.3 CONTRACTOR shall be responsible for tracking all calls and problem reports dealing with software and hardware which are resolved by a trained help desk technician using CONTRACTOR'S case tracking application.
- 15.4 CONTRACTOR'S case tracking application shall maintain the capability of recording, categorizing, and tracking to resolution all issues and problems that users report through the help desk processes.
- 15.5 CONTRACTOR'S case tracking system shall be capable of:
 - 15.5.1 Tracking every open case; and
 - 15.5.2 Creating reports to identify trends and recurring problems so proper fixes can be deployed; and
 - 15.5.3 Providing COUNTY with online access to case log at any time
- 15.6 CONTRACTOR'S case tracking system shall automatically escalate pending issues if the priority-based case closure time periods are not met. The case tracking system shall automatically "time stamp" each entry, thus precisely tracking the timeline of each problem and resolution.
- 15.7 CONTRACTOR agrees to provide COUNTY with a web interface to the case tracking system, which will allow authorized COUNTY personnel direct access to the application to enter trouble tickets, track resolution progress, and run reports of open cases, issues reported, case priority and status.

16.0 Additional Self-Help Tools:

CONTRACTOR shall provide COUNTY with access to electronic copies of the approved SYSTEM user manuals and training documentation to ensure that all COUNTY user groups have on hand instructions and descriptions appropriate to their roles and related functions.

- 16.1 CONTRACTOR shall also provide COUNTY with access to the CONTRACTOR'S online help information system.
- 16.2 CONTRACTOR agrees to provide COUNTY with the following help desk self-help tools for users:
 - 16.2.1 Online self-paced training; and
 - 16.2.2 Integrated Online Help Tools; and
 - 16.2.3 Laminated Tip Sheets for Park staff

17.0 Security and Confidentiality:

CONTRACTOR agrees to protect COUNTY'S customer's personally identifiable information in CONTRACTOR'S possession and control. As used herein, personally identifiable information (PII) shall mean any and all information that identifies or could identify COUNTY's clients, customers or consumers, including, without limitation, name, address, email address, phone number, date of birth, job title, driver's license or credit card information.

- 17.1 CONTRACTOR is committed to SYSTEM security and preserving its PCI compliance and protecting the PII data in its possession and control. CONTRACTOR is currently in, and will maintain, PCI-DSS Level One compliance as verified through independent audits.
- 17.2 CONTRACTOR agrees to train, supervise, monitor, and manage its staff to protect against any unauthorized use of COUNTY customer data in its possession and control.
- 17.3 CONTRACTOR'S Call Center Agent access to the central database shall be controlled through secured usernames and passwords that must be entered in order to access the system. The login shall be linked to CONTRACTOR'S security roles engine which specifies which information and functionality an agent can access.
- 17.4 CONTRACTOR shall encrypt Credit Card information that is entered into the proper fields as soon as it is entered into the system so that it becomes unreadable by CONTRACTOR'S staff without access to the encryption key. CONTRACTOR'S banking system will be able to decrypt the information in order to handle credit card authorizations.
- 17.5 Access to the production database from both inside CONTRACTOR'S network and physically at CONTRACTOR'S data centers will be managed by:
 - 17.5.1 Only authorized individuals given unaccompanied access privileges to the data centers, such as the most senior Active database administrator staff; and
 - 17.5.2 Multi layered password access, limiting broad access to any one individual; and
 - 17.5.3 Forced password changes every 90 days for key system access; and
 - 17.5.4 Instant capability to "lock" an individual out of the system; and
 - 17.5.5 Data Centers have remotely monitored video surveillance

18.0 User Security:

Every system user will be issued a secure login and password for use in accessing CONTRACTOR'S SYSTEM.

- 18.1 Additionally, when a user needs to be added or removed from the system, CONTRACTOR will, in a timely fashion, grant or remove such access (as applicable), following COUNTY'S prior written notice.

19.0 Maintaining User Accounts:

Access to SYSTEM shall be defined by the following:

- 19.0.1 Application, which is a sub-system of SYSTEM, e.g. Field Manager, Call Manager, Inventory Manager, Admin Manager, etc.; and
- 19.0.2 Feature, which is a specific functionality in SYSTEM, e.g. Make Reservation, Cancel Reservation, etc.; and
- 19.0.3 Location, which is a position in the defined Location hierarchy for the contract, for example Agency, COUNTY Park, etc.; and

- 19.0.4 Role, which defines an access level to one or more Applications with permission granted to one or more Features available in the respective Applications; and
- 19.0.5 User, which defines an individual (human or system) with an account in SYSTEM to which one or more Roles are assigned specific to one or more Locations. For each Location and Role combination assigned to the User, the Location controls the data that the User has access to while the Role controls the functions that the User can perform on such data. When logging in to a particular SYSTEM Application, the User has to choose from a list of Location and Role combinations assigned to them.

20.0 Implementation Requirements:

COUNTY shall provide CONTRACTOR with a project team manager who will work with CONTRACTOR on the scheduling and deployment of the SYSTEM.

- 20.0.1 CONTRACTOR shall work with COUNTY to identify COUNTY staff to be trained – either in direct training sessions or train-the-trainer format – so they are fully capable and comfortable operating the new system as efficiently and effectively as possible.
- 20.0.2 CONTRACTOR and COUNTY agree to utilize a team approach to accomplish the successful implementation of the project. This method will ensure adequate staff and capabilities are available for all tasks and that specialists are available when needed and the Project Manager has experienced resources to meet all reasonable requirements to ensure timelines are met and moving the system into commercial production launch of SYSTEM (“Go Live”) happens without undue interruptions.

21.0 Implementation Project Management:

CONTRACTOR’S Project Management Team members shall be the lead contacts on all project-related tasks. CONTRACTOR’S team responsibilities shall include, at a minimum, but are not limited to:

- 21.0.1 Creating weekly updates of the project plan and status report; and
- 21.0.2 Host scheduled status and specific conference calls with COUNTY’S Project Team; and
- 21.0.3 Host weekly internal status meetings with the CONTRACTOR project team; and
- 21.0.4 Training for COUNTY teams: Management, Trainers, Finance, etc.; and
- 21.0.5 Training for: Help desk, Inventory, Product Support; and
- 21.0.6 Work with CONTRACTOR’s inventory team to develop / create data collection tools for the project; and
- 21.0.7 Create a Project Charter / Scope; and
- 21.0.8 Work with COUNTY’S Project Team to determine agency access requirements for SYSTEM; and
- 21.0.9 Coordinate all other CONTRACTOR’S teams to ensure the project stays on track and within scope; and
- 21.0.10 Analyze data to be imputed and create a data validation process (Park, Site, Reservation and Customer Data).

22.0 Management of Client Services:

CONTRACTOR'S Client Services Manager shall work with the Implementation Team to coordinate the project, and act as a point of contact with COUNTY'S Program Manager. The responsibilities of the Client Services Manager may change as the project moves forward and goes beyond the Go-Live Dates. Responsibilities of the Client Services manager shall include but are not limited to:

- 22.0.1 Attending all weekly internal project meetings; and
- 22.0.2 Attending all weekly status calls with the COUNTY'S Project Team; and
- 22.0.3 Participate in discussions in and around policies and procedures; and
- 22.0.4 Understand and interpret contract requirements (ensuring that the Project Plan and associated activities are meeting contractual requirements)

23.0 Inventory Team:

CONTRACTOR'S inventory team shall be responsible for all data entry inputs as it relates to inventory information. The inventory team shall assist with the data collection discussions and the gathering of information. Other responsibilities shall include but are not limited to:

- 23.0.1 Reviewing / validating data collected from the park locations; and
- 23.0.2 Ensure the data input activities are complete; and
- 23.0.3 Create all maps; and
- 23.0.4 Ensure appropriate sign-off from park locations that park / site and map data is correct; and
- 23.0.5 Create and distribute any new procedural documentation for parks as it relates to working with the inventory team during the project and post-implementation

After the initial Go Live period, CONTRACTOR shall provide training to cause that COUNTY staff is appropriately trained with respect to managing its use of the SYSTEM inventory and shall transition key aspects of inventory management to COUNTY staff. CONTRACTOR'S inventory team shall remain available for assistance with complex tasks.

24.0 Communications / Marketing / PR Team:

CONTRACTOR'S marketing team shall be responsible for leading all efforts to coordinate marketing and public relation activities for the project, during Implementation and for the duration of the contract. CONTRACTOR'S marketing team shall work closely with COUNTY, to develop a strategy to ensure that marketing is performed in a timely and effective manner. Activities included in the marketing of the project and the new contract shall include but not limited to:

- 24.0.1 Communicating new policies and procedures; and
- 24.0.2 Internal communications; and
- 24.0.3 External communications; and
- 24.0.4 Implementing plans to provide greater exposure for Monterey Parks to ReserveAmerica.com visitors; and
- 24.0.5 Creating and coordinating press releases and Go-Live announcements.

25.0 Help Desk:

CONTRACTOR'S Help Desk shall be involved in all support related functions once the pilot phase of the project begins. Other responsibilities of the Help Desk shall include but are not limited to:

- 25.0.1 Attending and participating in internal project status meetings; and
- 25.0.2 Being knowledgeable of all COUNTY Parks policies and procedures that are provided to CONTRACTOR in writing; and
- 25.0.3 Creating and distributing escalation procedures for COUNTY's contract; and
- 25.0.4 Provide on-call support after standard help desk hours; and
- 25.0.5 Logging and managing Issues for satisfactory resolution and performance compliance

26.0 Product Management – Finance:

CONTRACTOR'S Product Management - Finance Team shall be involved in all financial discussions and identification of reporting requirements. Responsibilities shall include but are not limited to:

- 26.0.1 Determining the financial model(s) that will be used for COUNTY parks; and
- 26.0.2 Determine the reporting requirements for financial transactions; and
- 26.0.3 Participating in the implementation of the accounting structure and the accounting codes; and
- 26.0.4 Creating and distributing refund/financial procedures; and
- 26.0.5 Identifying and implementing necessary invoicing procedures; and
- 26.0.6 Participating in all internal status meetings and select calls with COUNTY in regards to financial information

27.0 Technology Operations / Database Administration (DBA):

CONTRACTOR'S Technology Operations (Tech-Ops) and DBAs shall be responsible for all database and central hardware/networking components associated with implementing COUNTY into the SYSTEM. These duties shall include but are not limited to:

- 27.0.1 **Tech Ops:** shall be responsible for gathering system requirements from COUNTY in order for a successful go-live. If required, this shall include the setup of VPN connectivity from COUNTY park locations and central offices plus any additional requirements for communications to the central database. Tech-Ops shall work towards identifying tasks and planning around the incorporation of COUNTY Parks structure into the CONTRACTOR'S current central database structure; and
- 27.0.2 **DBAs:** shall maintain the data integrity and security levels of COUNTY information in the SYSTEM database. DBAs shall also run any scripts required against the database; and
- 27.0.3 **Database Architect:** shall work closely with the Implementation Team to ensure data input and preparations for go-live are as outlined in the Quality Assurance Plan.

28.0 Web Administration Team:

CONTRACTOR'S Web Administration Team shall create all internet pages that are required for COUNTY Parks system. The creation of the web pages shall be completed

once the COUNTY information has been entered into CONTRACTOR'S database and signed off by COUNTY. Other responsibilities of the Web Administration team shall include but are not limited to:

28.0.1 Deploying updates to park pages

29.0 Product Management, Development, Quality Assurance:

CONTRACTORS Product Management, Development and Quality Assurance Teams shall work in conjunction to determine, develop and test all changes that are required as part of the project scope. All development efforts shall be coordinated and tracked in a separate project plan, managed by a designated Project Manager within the development department. Representatives from these departments shall attend the weekly internal project status meetings to update the project team on progress being made.

30.0 System Acceptance:

CONTRACTOR shall work closely with COUNTY to develop mutually agreed upon test plans to ensure that the system is thoroughly tested prior to Go-Live. The system shall first undergo a thorough internal test/acceptance environment with CONTRACTOR before it is submitted to COUNTY for user testing and approval.

30.0.1 CONTRACTOR'S test/acceptance environment shall consist of a dedicated infrastructure (on the application and database server sides). The database server, at minimum, shall replicate the production environment regarding data and business rule implementations. The test database shall differ from the production environment only when new functionality is to be released that involves changing the database structure.

30.0.2 Where applicable to CONTRACTOR's procedures, the SYSTEM applications will progress through the following four environments.

30.0.2.1 CONTRACTOR'S Development environment shall consist of a shared development application server and a dedicated development database server. It shall be used exclusively by developers and shall be hosted within CONTRACTOR'S network and shall not be accessible from the outside.

30.0.2.2 CONTRACTOR'S Quality Assurance (QA) environment shall consist of a shared QA application server and a dedicated QA database server. QA shall be used exclusively by CONTRACTOR'S QA staff and shall not be accessible to developers. It shall be hosted within CONTRACTOR'S network and shall not be accessible from the outside.

30.0.2.3 CONTRACTOR'S Test/Training environments shall consist of a dedicated User Acceptance Testing (UAT) and training application server and a dedicated database server. The test/training environment shall be used by CONTRACTOR'S operations staff and COUNTY for testing new application/modules and for training purposes.

30.0.2.4 CONTRACTOR'S Production environment shall consist of dedicated application servers and dedicated database servers.

- 30.0.3 Whenever CONTRACTOR releases an application or module for testing or acceptance, it shall be accompanied by electronic "Release Notes." The release notes document shall contain the new features that need to be tested instructions for using the functionality.
- 30.0.4 COUNTY must approve the installed system before the initial system "Go-Live." COUNTY shall participate in the UAT testing during the implementation phase and whenever changes are made to the system after deployment.
- 30.0.5 CONTRACTOR must receive throughout every step of the implementation, formal approval and written sign-off by COUNTY before the next stage begins, to confirm adherence to the previously agreed-upon project plan, design, requirements and statement of work.
- 30.0.6 CONTRACTOR shall manage the Deployment and Implementation teams, respectively. Formal staging procedures and sign-offs are required by the COUNTY. In the event that changes are mandatory and non-configurable, CONTRACTOR agrees to provide COUNTY with approximately two (2) weeks of User Acceptance Testing in a separate UAT environment prior to any scheduled new releases. User guides and similar end-user documentation shall be made available in electronic format to COUNTY at no additional charge. Formal release notes shall be published in draft mode two (2) weeks prior to any scheduled release, and in final form the day of any new release.

31.0 Implementation Plan:

CONTRACTOR and COUNTY shall designate specific individuals as points of contact for each project area in the implementation phase. Assigned CONTRACTOR teams and COUNTY representatives will be responsible for completing the following tasks in the following efforts:

- 31.0.1 **AGREEMENT Execution:** Sign contract, finalize deliverables; and
- 31.0.2 **Initial Planning & Coordination Meeting:** CONTRACTOR'S project staff shall meet with the designated COUNTY project team members to review business requirements (i.e., general business practices), the project schedule, identify key dates, task force and project activities. This meeting shall be a prelude to the Task Force meetings that shall occur after the Initial Planning & Coordination Meeting; and
- 31.0.3 **Project Management & Implementation Management:** CONTRACTOR shall provide an implementation specialist to act as the main point of contact for COUNTY during the Implementation Phase. The implementation specialist assigned to work directly with COUNTY on day-to-day issues will address details on data collection, business requirements, and working with other representatives within CONTRACTOR'S operation; and

- 31.0.4 **Contract Setup:** During the initial planning and coordination meeting, the implementation specialist shall review the implementation process, and work with COUNTY to identify the necessary task forces. A second meeting shall be scheduled at a date to be determined by both parties to review the 'project deliverables' and the role each member has in their respective task forces; and
- 31.0.5 **Marketing Information:** CONTRACTOR shall assign a marketing representative to work with COUNTY'S Marketing Department to promote the new system; and
- 31.0.6 **Hardware/Operating System Requirements:** CONTRACTOR shall provide the necessary system configuration requirements for: hardware, connectivity, operating systems, and configurations of systems based on the AGREEMENT. CONTRACTOR shall implement a complete review of all components of the CONTRACTOR'S central reservation system and Internet products, which may necessitate the need for the COUNTY to order new equipment and/or installation of operating systems and peripherals, necessary to meet the implementation requirements. CONTRACTOR shall test each of the components identified, to ensure that they are ready for setup for the specified Go- Live dates; and
- 31.0.7 **Central Database – Data Setup:** CONTRACTOR shall utilize a detailed implementation guide that shall allow CONTRACTOR to work with COUNTY to identify system codes and parameters to setup the system to conform to COUNTY'S business requirements. The implementation project manager shall work directly with COUNTY to work through the implementation guide, and this data is subject to approval by COUNTY prior to entry into the system. Once the main implementation guide is approved, CONTRACTOR shall work with COUNTY project manager to develop a series of specific forms to be used by COUNTY staff to submit their park information. These forms shall be specific to COUNTY, and shall be based on COUNTY administrative rules, laws and business requirements as well as the main implementation guide. When these critical documents are completed by the CONTRACTOR, they will then be sent to each park for completion and each park shall submit their park/campground maps for CONTRACTOR to create and enter into the system. The CONTRACTOR'S inventory team shall enter all park data and create maps, which will be returned to each park for review, corrections and resubmission, which review shall not be unreasonably delayed and such acceptance not unreasonably withheld. This process shall continue until each park has 'signed-off' on their information within the system. In addition to the park data, CONTRACTOR shall work with COUNTY'S finance staff to review current financial procedures and requirements per the AGREEMENT to ensure that the system is setup accordingly. CONTRACTOR shall work with COUNTY in the initial contact meeting with COUNTY'S auditor/controllers department, which shall occur during the initial planning and coordination meetings; and

31.0.8 Training: CONTRACTOR shall deliver a complete end-to-end training program from hands on classroom training to 24x7 availability of self-directed training through online tools. All training activity shall be designed to efficiently utilize COUNTY personnel's valuable time, minimize disruption to normal Parks business, and ensure preparedness of staff that uses the system. CONTRACTOR agrees to deploy a variety of field and management training staff with a variety of innovative training techniques and approaches to ensure all users has the skills needed for their location and position. All training is customized based on attendees and covers specific subject matter, including but not limited to:

- 31.0.8.1 Camping/cabin-overnight, day use, financial, and reporting; and
- 31.0.8.2 Use of System-Based Management Tools; and
- 31.0.8.3 Accessing and interpreting reports; and
- 31.0.8.4 Inventory management and data management.

31.0.9 Initial Implementation Training: During the initial implementation with COUNTY, CONTRACTOR shall deliver all necessary training to ensure success. The training activities shall include, but not limited to the following:

- 31.0.9.1 Initial training at Parks locations; and
- 31.0.9.2 Train the Trainer sessions at Parks facilities; and
- 31.0.9.3 Access to Web-based training; and
- 31.0.9.4 Access to Training Environments and Tools.

CONTRACTOR and COUNTY agree that the exact number of training sessions needed to achieve complete success will be determined with COUNTY following the signing of this AGREEMENT. Training shall be conducted in a hands-on environment. Training for usage of the CONTRACTOR'S SYSTEM typically takes 1 day for Field Staff. CONTRACTOR shall provide the COUNTY Management Staff with 1 ½ days of training to include the additional reporting and other system access and management functions.

31.0.10 Annual Training: In subsequent years of the AGREEMENT, CONTRACTOR agrees to support new or seasonal staff and assist with "refresher training" as needed at no additional cost to COUNTY. CONTRACTOR shall also offer multiple means to ensure maximum knowledge of the system. The options shall include, but not limited to:

- 31.0.10.1 Annual in-person sessions conducted by CONTRACTOR staff; and
- 31.0.10.2 Train-the-trainer sessions provided to select COUNTY staff; and
- 31.0.10.3 Online (instructor-led) interactive Web-based training utilizing WebEx™; and
- 31.0.10.4 Complete online tutorials, enabling self paced refresher training; and
- 31.0.10.5 Full time Web-based access to a training environment replicating the live system.

31.0.11 Internet Go-Live: CONTRACTOR shall work with COUNTY to finalize Internet information and review the web site with appropriate COUNTY information technology department representatives. Prior to the internet Go-

Live, COUNTY shall have the opportunity to review the data contained on the web site and provide any necessary changes. As with the all stages during Implementation, sign-off by COUNTY is required prior to the web site being enabled for access by the general public.

31.0.12 Procedural Requirements: CONTRACTOR shall work with COUNTY to develop a series of 'Frequently Asked Questions' to provide to park staff and COUNTY employees. This shall enable field staff and employees to be informed of the status of the project during implementation, and provides information so they can answer questions that may come from the general public. CONTRACTOR shall also draft several procedural documents for distribution to COUNTY staff, identifying communications procedures for park staff and COUNTY customers to follow when contacting and/or working with CONTRACTOR.