



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592

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To: Board of County Commissioners

From: Sabrina White, Administrative Coordinator

Through: Tony Gomillion, County Administrator

Date: November 1, 2016

Subject: ActiveNet- Reservation Software

DISCUSSION

Discussion of purchase of ActiveNet software for facility reservation and rentals for all County facilities.

BACKGROUND

During the review of special events and park related processes and procedures, it became apparent that there was a need for a centralized program (database) that could house all of the information related to facility rentals and allow citizens to view facility availability on their own time. ActiveNet is a mobile responsive cloud-based software that meets those needs and **much more** as listed below in the key features. Staff has participated in a Demo of the software and feel that it will make a positive difference in how we provide this service to our citizens.

Over 30 organizations use ActiveNet in the state of Florida alone and reaching out to a few proved to be beneficial in determining that this would be a good fit for Santa Rosa County. ***The City of Gainesville has used the software since 2011 and stated that "it changed how we did business" by reducing the number of citizen calls/inquires and the mounds of paper needed to process a request.***

Key Features

1. Citizens may reserve facilities online.
 - a. The online feature allows citizens to see when a facility is available and request a rental or fully book a rental, and process payments all online.
2. Special Events may be logged into the system and placed on hold until Board approval is granted.
3. Payment Plans will be a possibility. The system will track who has paid and not paid. Will notify the citizen/staff of the needed payment prior to the reservation date.
4. Reporting- we will now have more accurate records of the monies made from rentals. Currently staff has to track rentals in a separate spreadsheet, receipts monies through the finance system and schedule the rental in an outlook calendar. One rental is currently documented in three separate programs. With the implementation of ActiveNet, staff will now only need to enter the information in one location.

5. Communication- the program allows staff to notify citizens of possible issues with a park within minutes. The program allows mass text, emails, etc.
 - a. Example- If there was a water leak at one of the parks, staff could quickly notify all those who had a reservation at that location of the issue and the expected time it would be corrected. This allows those who have made reservations to make adjustments in their plans if needed. Also, if a new feature is added to one of our parks, a notification can be sent to all users who have reserved a facility before in that park.
6. Donations may be tracked in the system per park, again allowing for quick reporting and tracking.

Other Features Available- Currently we are only wanting to implement one module that ActiveNet has available. This software does offer additional modules that may be beneficial in the future including League Management and Membership Management. League Management would benefit staff in tracking volunteers and background checks or those who participate as coaches for youth sports associations and Membership Management may be a solution for pier pass tracking and issuance. These features could be added for an additional fee and staff does not feel they are needed at this time.

COST

The initial set-up, hardware and six-week implementation will be \$11,800. This is a one-time fee and will not occur annually. A service fee will be charged for each transaction which takes the place of the typical annual subscription. The service fee will range from 3.0 % to 5.52% depending on the transaction type. The software can be set-up to charge the fee directly to the citizen or the fee can be part of the rental fee. Staff recommends that we allow the fees to be taken from the total rental fee that the citizen will pay as displayed below:

Rental Fee:	\$60.00
Processing Fee:	\$3.31 at 5.52%
Total to Account:	\$56.69

NEXT STEPS

If approved, ActiveNet will begin implementation in mid-December and work with staff over a period of 6 to 7 weeks to develop and test the program to fit our needs. The software would be rolled out to the citizens around the first of February 2017.



MAKE YOUR WORLD-CLASS FACILITIES SOMETHING THE COMMUNITY TALKS ABOUT

“

With ACTIVE Net we have significantly reduced staff admin time and consistently fill our open facility slots.

*Susan Marek, Fitness Coordinator
and Software Engineer, Chaska
Community Center*

ACTIVE NET FACILITY RESERVATION

Your facilities are gathering places for your community and central to your organization's bottom line. Simplify scheduling, increase facility utilization and eliminate double-bookings with ACTIVE Net **Facility Reservation**.

Painless Administration

Enhance the online experience with visual tools that allow customers to conveniently search, schedule and pay for bookings. Facility Reservation enables your staff to manage the scheduling of resources and drop-in rentals with greater ease and accuracy. Real-time updates ensure calendars and schedules are always up to date.

Online Reservations

Your time is better spent engaging your participants than in filling out and approving reservation requests. **Facility Reservation** allows customers to schedule courts, meeting rooms, picnic shelters, gyms, lockers, equipment and more. They can even search for facilities by name, type, amenities, site and geographic location. This means less time spent answering questions and more time focusing on what matters - your community.

Interactive Maps

Take the guesswork out of facility availability and eliminate mountains of paper forms and facility maps. Customers can submit reservations or requests through a custom, interactive online map of bookable facilities. The handy calendar view shows exactly what times are available, eliminating double bookings and speeding up the reservation process.

Scheduling and Reporting

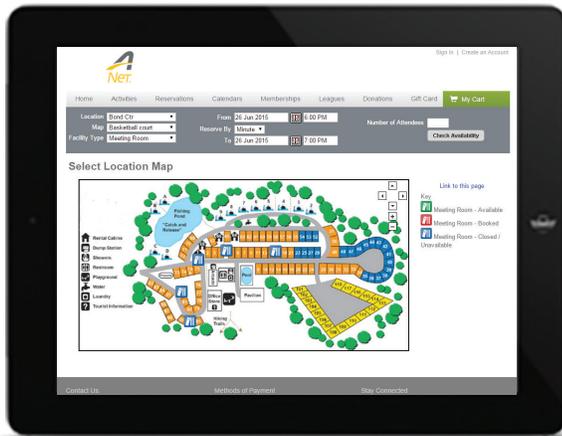
Now you can easily identify over- or underutilized facilities and assets. Set scheduling calendars to view multiple facilities at once, and improve facility usage and maintenance scheduling with the Facility Utilization report.

20%

Time savings in bookings
management



FEATURES



Facility Waitlist

- + View and remove customers on facility waitlists
- + Confirm availability for waitlist requests
- + Receive custom alerts when a facility rental becomes available

Payment Processing

- + Track reservations, deposits, payments and refunds
- + Quickly create receipts for stand-alone, continuous or multiple bookings

Interactive Online Maps

- + Create maps for individual facility offerings
- + Customize with icons that represent your facilities (e.g. court, field, picnic shelter)
- + Customers visually see what is available and where it is located

Resource Scheduler

- + Customers and staff can easily view availability on a calendar
- + Automatically trigger custom prompts, questions, waivers and fees
- + Offer flexible scheduling for complex bookings involving multiple facilities, instructors and/or equipment

Workflow Management

- + Ensure permit details are received and approved by the correct decision maker
- + Approval stages automatically trigger review notification

GET ACTIVE

with ACTIVE Net **Facility Reservation**



800.661.1196



Communities@ACTIVEnetwork.com



ACTIVEcommunities.com

WEB-BASED, HOSTED SOFTWARE FOR IMPROVING EFFICIENCY, CUSTOMER SERVICE, AND ENCOURAGING PARTICIPATION.

ACTIVE Net® is the market-preferred hosted technology for automating recreation management. It helps organizations like yours streamline operations, offer the best service to your community, and encourage community participation.

Features



Activity/Online Registration



Facility Reservation



Membership Management



League Management



Point-of-Sale



Child Care Management



Public Access



Marketing



Reporting



Customer Relationship Management

Benefits

INCREASE OPERATIONAL EFFICIENCY

Parks and recreation organizations of all sizes use ACTIVE Net software to streamline administration processes. By reducing manual activities, ACTIVE Net can minimize errors, and operating costs. Your front-line teams are more efficient and better equipped to deliver superior service.

Get started today!

ACTIVEcommunities.com | 1.800.661.1196 | communities@ACTIVENetwork.com

WHAT'S YOUR ACTIVE?

IMPROVE DECISION-MAKING

ACTIVE Net centralizes all of your data. Up-to-the-minute reports on financials, registrations, reservations, memberships, and more help you make better, faster decisions to more effectively manage your organization.

MAXIMIZE PARTICIPATION

With ACTIVE Net, you can easily offer a fully integrated, transaction-enabled website to your community. They benefit from the convenience of around-the-clock access to your activities and facilities via the Internet. Additional marketing applications – including email, mail, and brochure exporting tools – help you keep your community informed. The result is increased awareness and participation in your activities and programs.

SAVE WITH HOSTED TECHNOLOGY

ACTIVE Net is a full-featured recreation management solution, designed to give your staff secure, on-demand access to your organization's data from any computer with an Internet connection.

We host and manage your data securely, off-premise, using the latest technology infrastructure. You benefit with:

- + Remote web-based access, anytime
- + Low upfront costs – avoid major investments in computer hardware and web servers
- + No license or maintenance fees
- + Infrastructure fully maintained
- + Quick implementation updates

CHOOSE WITH CONFIDENCE

Over 4,000 community organizations trust ACTIVE Network, Communities as their technology and marketing partner. By making ACTIVE your technology choice, you benefit from 30+ years of experience providing parks and recreation solutions, market-leading software, and unlimited support.

“ACTIVE Net® has been just a wonderful solution to streamline our operations, offer convenient customer services, and save staff time on manual, paper-based processes.”

Angela Crawford, Admin. Assistant, Botetourt County Parks and Recreation

Get started today!

ACTIVEcommunities.com | [1.800.661.1196](tel:1.800.661.1196) | communities@ACTIVEnetwork.com

WHAT'S YOUR ACTIVE?

BOOST PARTICIPATION WITH MARKETING TOOLS

“ We have used the eMarketing Center and we like it. It has great ideas. ”

Nick Nicholson, IT Director, City of Aspen P&R Department

Become an expert marketer and increase community participation with online, offline, and mobile tools.

Use email, texting, and mailing tools to reach your audience more effectively. Work with the online marketing team and read about social media and marketing tips. Track your marketing success with easy-to-read reports.



Build brochures, catalogues, and newsletters with the Catalogue Export tool



Create custom lists based on age, location, history and more to improve targeting



Visit the eMarketing Center for tips, templates and one on one marketing advice



Send text messages for updates and promotions to organized lists instantaneously



Send targeted text or email campaigns with professionally designed templates



Consult with our online marketing specialists to improve your strategies

“ What really helped us grow our online registrations by 20% this year was optimizing our website with the help of Active’s Online Service Team. ”

Lisa Sneek, Marketing Coordinator, Panorama Recreation Center

Get Started With Marketing and Communication Tools Today!

ACTIVEcommunities.com | 800-661-1196

Communities@ACTIVENetwork.com

WHAT'S YOUR ACTIVE?



List Segmentation and Targeting



Email Campaigns



eMarketing Center

Features:

LIST SEGMENTATION AND TARGETING

- + Create custom lists based on age, interests, activity history, and more
- + Assign custom prompts to activities to track customer preferences

EMAIL CAMPAIGNS

- + Use the automated list building tool to send targeted emails
- + Build text or HTML-based emails with graphically-designed templates
- + Track open and click-through rates through marketing reports

TEXT MESSAGING

- + Track phone numbers and send customized text messages to organized lists
- + Send updates about program changes or promotions to opt-in subscribers
- + Use form fields to include names and check character counts while creating the message

STANDARD MAIL CAMPAIGNS

- + Build a customer list and print labels with the easy-to-use Label Tool
- + Create letters with custom fields like first name or full name to be printed for mailing

BROCHURE CREATION AND EXPORT

- + Cut down the time it takes to build your activity guides and brochures with the Catalogue Export tool
- + Quickly export activity information including times, facilities, descriptions, and pricing
- + Select your preferred format: ASCII files (CSV) or camera ready files (RTF)
- + Quickly import the information into your graphic design program

Complimentary Marketing Services:

EMARKETING CENTER

- + Get free graphic templates for flyers, postcards, emails and web buttons
- + Get advice on how to boost online registrations and improve email subject lines

ONLINE MARKETING CONSULTATIONS

- + Receive complimentary consultations on online marketing like social media and online activity guides
- + Get a free review of your website and emails and learn best practices

Benefits:

MANAGEMENT BENEFITS

- + Increase registrations and community participation
- + Easily track results and improve campaigns with data
- + Offer more targeted programs to each customer

STAFF BENEFITS

- + Manage all types of marketing campaigns through one system
- + Save time and money on marketing expenses
- + Improve responses with targeting tools

PARTICIPANT EXPERIENCE

- + Receive important updates by text and email
- + Get offers and marketing campaigns based on what you enjoy
- + Find out about programs before they sell out

Get Started With Marketing and
Communication Tools Today!

ACTIVEcommunities.com | 800-661-1196
Communities@ACTIVENetwork.com

Service Agreement Contract #01880231

This Service Agreement ("Agreement") is made effective as of _____ (the "Effective Date") and entered into between Active Network, LLC, with principle offices located at 717 N. Harwood St., Suite 2500, Dallas, TX 75201, ("Active" or "we" or "us") and Santa Rosa County ("you" or "your" or "Client"). The parties agree as follows:

1. Services. Active will provide services and support ("Services") related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). From time to time, the parties may enter into new Schedules. Each Schedule will be generated by Active, reference this Agreement or the Contract Number above (if applicable), must be signed by Client, and will be governed by and incorporated into this Agreement. You agree to cooperate with us and to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when access is made available to you.

2. License to Intellectual Property/Promotion. a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license in this Agreement.

b) Active hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement (i) to use the Software and Services for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with your Event(s) solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization and Event, which may include content regarding the Event, your organization's name, trademarks, service marks, and logo, solely in connection with the promotion of your organization or Events and the Services that we provide. All rights not expressly granted herein are reserved.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of Events. You will include Active's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration by Active.com"). During the term of this Agreement, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement. Client expressly understands and agrees that the exclusivity set forth in this Section is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items. Users who register for, sign up, or otherwise use the Services in connection with Events ("End Users") may opt-in to receive information, items, or promotions/deals from Active or other third parties, in which case, Active or such third party will be responsible for fulfillment and for providing customer service for any such offers.

e) Client shall: (i) not reverse engineer, disassemble, modify, incorporate into or with other software, or decompile any Software or prepare derivative works thereof; (ii) not copy, modify, transfer, display, or use any portion of the Software or Services except as expressly authorized in this Agreement or in the applicable documentation; (iii) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Software or Services; (iv) not use the Software to transmit, publish, or distribute any material or information: (1) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (2) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Software; (3) that is inaccurate or misleading; or (4) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Software for their intended use; (vi) not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis; (vii) not engage in any activity that interferes with or disrupts the Software or Services; (viii) not obliterate, alter, or remove any proprietary or intellectual property notices from the Software or Services; (ix) use the Software and Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (x) not take any steps to avoid or defeat the purpose of security measures associated with the Software and Service, such as sharing of login and password information, or attempt to circumvent any use restrictions.

f) The Software may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Software and Services are used ("Applicable Law"). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Software, as determined by Applicable Law under which Client operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. Client hereby represents and covenants that: (a) to the best of Client's knowledge, Client is eligible to access the Software under Applicable Law; (b) Client will import, export, or re-export the Software to, or use or access the Software in, any country or territory only in accordance with Applicable Law; and (c) Client will ensure that End Users use the Software in accordance with the foregoing restrictions.

3. Information Collection. Active collects certain information from End Users. You may login to our data management system to access End User information relevant to an Event. You are responsible for the security of your login information and for the use or misuse of such information. You will immediately disable a user's access who is using the Software or Services on your behalf or notify Active in writing if any such user is no longer authorized or is using such information without your consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. You agree not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, or religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing privacy (e.g., by including an appropriate CAN-SPAM opt out mechanism in email communications)

Services Agreement

and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (ii) applicable credit card network rules and Payment Card Industry Data Security Standards; and (iii) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth on the applicable Schedule, Active will charge registration fees to individuals who register for the Events online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay you sums due to you based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth on the Schedule.

b) Active may suspend its performance hereunder, including remitting payments, or terminate this Agreement in the event it reasonably believes that your use of the Software or Services is not in compliance with applicable law or this Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from your account or any payment Active owes to you and return the value to the End User (as set forth below) and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

c) Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Software for the Event(s) ("Go-Live Date"). If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the Go-Live Date, with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date.

d) If (i) you fail to meet an agreed upon minimum volume commitment as set forth in a Schedule; (ii) there are any overdue amounts owed by you; or (iii) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by you by issuing an invoice, or by offsetting the deficiency from any account balance you maintain with Active or any payment Active owes you.

e) All amounts owed by you that are not directly collected by Active from End Users are due from you within thirty (30) days from either (i) the end of the remittance cycle during which the fees accrued (if related to registrations) or (ii) the date of the applicable invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable law. In the event of delay in paying a fee, you agree to reimburse Active for any fees incurred in its collection efforts. Active may suspend or deactivate your account, including suspending its performance and obligation to remit payments hereunder, if your account is more than thirty (30) days past due.

f) Active may modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

g) You are solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority (collectively, "Taxes") as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded.

h) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

i) In the event you are entering into this Agreement and using the Services for the benefit of a third-party Event or organization ("Third Party Beneficiary"), you agree that we may remit amounts directly to the Third Party Beneficiary identified by you. In addition, you agree to include provisions in your agreement with such Third Party Beneficiary that are at least as protective of Active as Sections 5 and 6 herein. Should you fail to include such provisions in your contract with the Third Party Beneficiary and the failure results in costs or damages to Active, you agree to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, you agree to be responsible and liable for each Third Party Beneficiary's compliance with the terms and conditions of this Agreement.

j) It is your responsibility to notify End Users of your refund policy. You must ensure that your refund policies are consistent with this Agreement. You agree that all fees for a given Event are earned by you only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to you will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions, whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments shall be made to you with respect to any Event that is cancelled. If payments have already been made by Active to you for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from your account or payment owed by Active to you and return the value to the End User, and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

5. **Disclaimer of Warranty/Limitation of Liability.** ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU 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. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, TORT, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Active shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Software infringing a United States patent, registered copyright, or registered trademark provided that the Software is used in accordance with this Agreement.

b) You shall defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; (ii) your provision of materials, products, or services as part of your obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with this Agreement; (iii) your use of the Software and/or Services in violation of Section 2(e); (iv) any claims for refunds, reversals, or chargeback requests from End Users; and/or (v) brought by a Third Party Beneficiary or brought in connection with Active's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.

7. **Term and Termination.** The initial term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) 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; or (b) where the other party becomes unable to fulfill its payment obligations generally or is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Notwithstanding the termination or expiration of this Agreement under any circumstance other than in the event of Active's breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of

Services Agreement

registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement until the Event occurs or registration or similar services are no longer needed.

8. Assignment. a) Active may assign any of its rights or obligations under this Agreement. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

b) Except for Retained Assets (as defined below), Client shall cause each Schedule hereunder to be assigned to (i) the purchaser of all or substantially all of Client's assets or equity securities or (ii) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((i) and (ii) together, a "Change of Control").

c) In addition, if Client seeks to sell, assign or otherwise transfer any Events which are the underlying subject matter of any Schedule (the "Subject Assets") regardless of whether such sale, assignment or transfer constitutes a Change of Control (any such transaction, a "Transfer"), Client shall cause the portion of the applicable Schedule relating to such Event(s) to be assigned to the purchaser or assignee of the Subject Assets (i.e. Client shall require the purchaser to assume Client's obligations under the applicable Schedule and this Agreement relating to such Event); provided however, in the event Client seeks to consummate a Transfer or enters into a Change of Control, but Client retains assets (i.e. Events) which are the underlying subject matter of a Schedule ("Retained Assets"), Client shall cause the applicable portion of the Schedule relating to the Subject Assets to be assigned to the purchaser or assignee of the Subject Assets, and Client shall retain its obligations under this Agreement and the Schedule(s) relating to the Retained Assets. Client shall be responsible for any and all costs incurred by it in connection with any such assignment.

d) In the event that Client plans to enter into a Change of Control or otherwise consummate a Transfer, Client agrees to provide prior written notice to Active of the contemplated transaction. Within the thirty (30) day period following such transaction, Active shall have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee of the Subject Assets is a competitor of Active or a party with whom Active does not want to do business.

e) Client agrees to require that the assignee (as outlined in this Section 8) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

9. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of Chief Legal Officer. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. The parties irrevocably agree that any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Dallas County, Texas.

c) 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. This Agreement supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement.

d) Sections 2, 3, 5, 6, and 9 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

e) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

f) 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.

g) Neither party will be deemed to be in default hereunder, or will be liable to the other, for delay or failure to perform any of its obligations under this Agreement to the extent that such delay or failure results from any event or circumstance beyond that party's reasonable control, including without limitation, delays or failures of any Internet service provider, third-party payment processor or other third party.

h) Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Active employee or agent in connection with this Agreement.

i) The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its affiliates or subsidiaries.

j) This Agreement may be executed in separate counterparts and delivered by such electronic means as are available to the parties. Such counterparts taken together shall constitute one and the same original document.

Services Agreement

SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

Active Network, LLC By: _____ Signature (Authorized Representative Only) Name: _____ Title: _____ Date: _____	Client By: _____ Signature (Authorized Representative Only) Name: _____ Title: _____ Date: _____	Email: _____ Phone: _____ Address: _____ _____ Event URL (site): _____
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Schedule

Company Address	717 North Harwood Street, Suite 2500 Dallas, Texas 75201 US	Created Date	9/15/2016
		Quote Number	01880231
		Currency	USD
		Expiration Date	10/31/2016
Prepared By	Kevin Williams	Contact Name	Sabrina White
Email	Kevin.Williams@activenetwork.com	Phone	(850) 983-1943
		Email	sabrinaw@santarosa.fl.gov
Bill To Name	Santa Rosa County	Ship To Contact	Sabrina White
Bill To Contact	Sabrina White	Ship To Address	6495 Caroline Street Milton, FL 32570 United States
Bill To Address	6495 Caroline Street Milton, FL 32570		
		Estimated Transaction Volume	36,000.00

Transaction Fees

Product	Fee	Fee %	Product Description
ACTIVE Net - Staff Interface - Technology Fee		2.52%	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Public Interface - Online Transaction Fee		5.52%	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card		3.00%	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing		0.50%	
ACTIVE Net - Support Standard Package			Support package for organizations under \$1,500,000 in annual revenue through ACTIVE Net.
ACTIVE Net - (credit card refunds - flat fee)	0.10		

Product	Product Type	Product Description	Quantity	Sales Price	Total Price
ACTIVE Net - Functionality: Facility Reservation	SaaS		1		
ACTIVE Net - Service Package Standard 1	Service	<p>ACTIVE Net Service Package Standard 1 consists of the following Services:</p> <ul style="list-style-type: none"> • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • remote train the trainer training • remote Go Live preparation • remote hardware configuration <p>The scope of Services is contained to the 1 functionality listed below.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at</p>	1	11,800.00	11,800.00

**THIRD PARTY PRODUCTS ADDENDUM
TO SOFTWARE AS A SERVICE AGREEMENT**

This Addendum to the Software as a Service Agreement ("**Addendum**") is entered into by and between Santa Rosa County ("**Client**") and Active Network, LLC ("**Active**") as of _____ (the "**Effective Date**"). Client and Active are also singularly referenced herein as a "Party" and collectively as the "Parties."

- A. This Addendum is made part of that certain Software as a Service Agreement dated as of _____ between Client and Active (the "**Agreement**") that provides Software and Services.
- B. Client and Active now desire to supplement and amend certain terms and conditions of the Agreement, pursuant to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, recitals and promises contained in this Addendum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

- 1. **Changes to the Agreement.** The Appendix attached hereto is hereby incorporated by reference into the Agreement.
- 2. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Addendum, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail only as to the subject matter expressly stated herein.

3. General.

3.1 **Miscellaneous.** If any one or more of the provisions of this Addendum is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Addendum, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Addendum are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Addendum will be enforced and construed as if no caption had been used. This Addendum will be assigned automatically and only upon the assignment of the Agreement according to its terms.

3.2 **Entire Agreement.** The Agreement, this Addendum and any exhibits attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Addendum may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Client, either before or after the execution of the Agreement or this Addendum, shall affect, alter or modify the obligations hereunder.

3.3 **Counterparts and Facsimile:** This Addendum may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Addendum by facsimile and such facsimile(s) will have the same effect as an originally executed document.

The Parties hereto have executed this Addendum effective as of the Effective Date.

ACTIVE NETWORK, LLC:
by its authorized signatory

CLIENT:
by its authorized signatory

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

1. PURCHASE AND SALE; DELIVERY

1.1 **Purchase Commitment and Price.** Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Addendum, "Third Party Products" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by Active.

1.2 **Delivery.** Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 **Changes by Client to Delivery Schedule.** Following delivery by Client of any purchase order documentation described in section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 **Acceptance of Purchase Orders.** Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 2.2.

1.5 **Additional Third Party Products.** Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following:

- (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and
- (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS

2.1 **Prices.** The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

2.2 **Pricing Variability.** Client acknowledges that:

(a) the prices described in the Schedule are applicable for six (6) months after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS

4.1 **Third Party Proprietary Rights and Indemnity by Client.** Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 **Third Party Products which are Software.** Client acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

5. WARRANTY

5.1 **Warranty.** Active warrants to Client that Active has the right to deliver the 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.

5.2 **Warranties Provided by Third Party Suppliers.** Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.