

Snohomish County Department of Information Technology

**SOFTWARE as a SERVICE
(SaaS) AGREEMENT
BETWEEN SNOHOMISH
COUNTY AND OQPOINT,
LLC**

Reservation Management System

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SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND OQPOINT, LLC

THIS SaaS AGREEMENT is made this 4th day of September, 2024, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”) and OQPoint, LLC, a Washington State corporation (the “Contractor”).

In consideration for the mutual covenants and agreements herein, the parties agree as follows:

I. Definitions

- A. Acceptance** means: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor has provided the County a written notice stating that all Material Defects have been corrected; and (c) the County has notified the Contractor in writing that all acceptance testing for the Reservation Management System (“System”) has been completed successfully in accordance with the terms of this Agreement. Nothing else, including payment for any portion of the System or the County’s use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.
- B. Account** means an account enabling a person to access and use the Hosted Services.
- C. Actual Uptime** shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- D. Agreement** means this agreement including any Schedules, Exhibits, or Attachments thereto and any subsequent amendments;
- E. Business Day** means any weekday other than a bank or federal holiday in the USA.
- F. Business Hours** means the hours of 8:00 a.m. to 5:00 p.m. PST on a Business Day.
- G. County Confidential Information** means:

Any information disclosed by, or on behalf of, the County to the Contractor during the term of this Agreement whether disclosed in writing, orally, or otherwise, that at the time of disclosure:

 1. Was marked or described as “confidential”; or
 2. Should have been reasonably understood by the Contractor to be confidential; and
 3. The County Data.

- H. County Data** means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Platform by the County; transmitted by the Platform at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the Platform; or generated by the Platform as a result of the use of the Services by the County.
- I. Critical Defect** means any Defect that (1) severely impacts the County's ability to use the Software or the System or the Contractor's ability to provide Services, or (2) has a significant financial impact on the County.
- J. Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.
- K. Deliverables** means the Hardware, Software, Documentation, and Services to be delivered under this Agreement.
- L. Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Hosted Services; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Hosted Services, including but not limited to the Functional Specifications and Hosted Services Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.
- M. Effective Date** means the date of mutual execution of this Agreement.
- N. Functional Specifications** shall mean those specifications to which the System shall conform as set forth Exhibit A and Exhibit B.
- O. Hosted Services** means the data hosting services provided by the Contractor through Microsoft Azure and as detailed in that portion of Contractor's response to technical requirements applicable to the System, attached as Exhibit B, which will be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.
- P. Hosted Services Defect** means any defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

1. any act or omission of the County or any person authorized by the County to use the Platform or Hosted Services;
2. any use of the Platform or Hosted Services contrary to the Documentation, whether by the County or by any person authorized by the County;
3. a failure of the County to perform or observe any of its obligations in this Agreement; and/or
4. an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification.

R. Hosted Services Specification means the specification for the Platform and Hosted Services set out in Exhibit B and in the Documentation;

S. Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents);

T. Maintenance Services means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

U. Maintenance Window means the total minutes in the reporting month represented by the following day(s) and time(s) during which Contractor shall maintain the Services.

V. Performance Standards means, collectively the warranties and performance standards set forth in Exhibit B.

W. Platform means the platform as described in the SOW and managed by the Contractor and used by the Contractor to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

X. Intentionally Deleted

Y. Scheduled Downtime shall mean the total minutes in the reporting month represented by the Maintenance Window.

Z. Scheduled Uptime shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

AA. Services means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and

Maintenance Services, Hosting Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.

BB. Service Level Credits means compensation due from the Contractor to the County for failure to meet the Service Level Standards listed in Exhibit C.

CC. Service Level Standards means the service level standards set forth in Exhibit C.

DD. Software means the aggregate of the standard software and the custom software including all upgrades, maintenance releases, bug fixes or patches, and other modifications provided under this Agreement.

EE. Support Services means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

FF. Supported Web Browser means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Contractor agrees in writing shall be supported;

GG. System or Hosted Services Acceptance Plan shall mean that plan set forth in Exhibit A.

HH. Total Transactions shall mean the total of Transactions occurring in the reporting month.

II. Transaction of Transactions shall mean Services web page loads, Services web page displays, and Authorized User Services requests.

JJ. Update means a hotfix, patch or minor version update to any Platform software.

KK. Upgrade means a major version upgrade of any Platform software.

LL. Warranty Period means the period commencing upon Acceptance and continuing for one (1) year.

II. Scope of Agreement.

The purpose of this Agreement is to acquire and implement a web-based reservation / registration management system. The scope of services is as defined in Exhibit A (Scope of Work) attached hereto and by reference made a part hereof. This Agreement is the product of County RFP No. 23-009TB-S Reservation Management System.

A. Scope. This Agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Deliverables.

B. Turn-key Basis. The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a “turn-key basis.” This expression is

understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

III. Services.

A. Hosted Services.

1. The Contractor shall provide access to the Platform as fully described in Exhibit A.
2. The Contractor hereby grants to the County a worldwide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the County in accordance with the Documentation during the term of this Agreement.
3. The Contractor shall provide an unlimited amount of data storage to the County and the County has an unlimited number of user accounts.
4. The license granted by the Contractor to the County under this Section is subject to the following limitations: the Hosted Services may only be used by the officers, employees, agents, and subcontractors of the County.
5. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Contractor to the County under this Section is subject to the following prohibitions:
 - a. the County must not sub-license its rights to access and use the Hosted Services;
 - b. the County must not permit any unauthorized person to access or use the Hosted Services;
 - c. other than described herein, the County must not use the Hosted Services to provide services to third parties;
 - d. the County must not republish or redistribute any content or material from the Hosted Services except as required by law; and
 - e. the County must not make any alteration to the Platform except as permitted by the Documentation.
6. The County shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using the Account.

7. The Contractor shall use reasonable endeavors to maintain the availability of the Hosted Services to the County.
8. Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
 - a. A Force Majeure Event;
 - b. A fault or failure of the internet or any public telecommunications networks;
 - c. Any breach by the County of this Agreement; or
 - d. Scheduled maintenance carried out in accordance with this Agreement.
9. The County must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
10. The County must not use the Hosted Services:
 - a. In any way that is unlawful, illegal, fraudulent or harmful; or
 - b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
11. The County has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term.

B. Maintenance Services.

1. Contractor shall provide the Maintenance Services to the County for the term of the Agreement.
2. Contractor shall give the County at least ten (10) Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Contractor's other notice obligations under this Agreement.
3. Contractor shall give the County at least sixty (60) Business Days' prior written notice of the application of an Upgrade to the Platform. In addition, Contractor shall provide the County with a test version of the upgraded Platform at least thirty (30) Business Days' prior to the migration to the new version.
4. Contractor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.

5. Contractor may suspend the provision of the Maintenance Services if any amount due to be paid by the County to the Contractor under this Agreement is overdue, and the Contractor has given to County at least thirty (30) days written notice of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

C. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement.
2. Contractor shall make available to the County a helpdesk to provide Technical Support as described in Exhibit C attached hereto and incorporated by this reference.
3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.
4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the helpdesk for any other purpose.
5. Contractor shall respond promptly to all requests for Support Services made by the County through the helpdesk.
6. Contractor shall provide the Services according to the performance criteria and Service Level Standards set forth in Exhibit C.

D. Training Services.

1. Contractor shall provide Training Services to the County as detailed in Exhibit A.

IV. Term of Agreement.

Term of Agreement. The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the date of Acceptance of the System, and may be extended by the County in three (3) year terms, for the duration of the County's use of the system, by providing thirty (30) days' written notice pursuant to Section 15(P).

- A. After the Warranty Period, ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.

V. Termination.

- A. **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing written notice pursuant to

Section XIII (P) to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof for partially completed items, but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to review for reasonableness and compliance with the Agreement, applicable laws and regulations.

- B. Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.
- C. Data on Termination.** Upon termination of this Agreement, Contractor shall, within one (1) business day following the termination of this Agreement, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), with a final extract of the County Data in the format specified by County. Further, Contractor shall certify to County the destruction of any County Data within the possession or control of Contractor but such destruction shall occur only after the County Data has been returned to County. This Section shall survive the termination of this Agreement.
- D. Transition Services.** Following the termination of this Agreement, in whole or in part, Contractor will provide to County and / or to the service provider selected by County (such service provider shall be known as the “Successor Service Provider”) assistance reasonably requested by County to effect the orderly transition of the Services, in whole or in part, to County or to Successor Service Provider (such assistance shall be known as the “Transition Services”). The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Contractor to County or Successor Service Provider; (b) if required, transferring the County Data to Successor Service Provider; (c) using a commercially reasonable effort to assist County in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to County, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

VI. Acceptance Testing.

- A. Within thirty (30) days of the Contractor providing notice to the County that the Platform is available for use and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to this Section.
- B. The acceptance testing shall include thirty (30) days of continuous operation of the Platform without Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.
- C. If the County accepts the work, the County will send a Notice of Acceptance to the Contractor.
- D. If County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- E. Upon receipt of a notice describing the deficiencies described in the preceding section, the Contractor shall either provide a detailed, written plan to achieve Acceptance or make corrections or replacements within an agreed upon time with no charge to the County. The parties shall agree on a start date for beginning another Acceptance testing period.
- F. Another thirty (30) days of continuous operation of the System without Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if agreed to by the parties.
- G. If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a Notice of Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable aspects of the System, the County may declare a breach of the Agreement.

VII. Price and Payment.

- A. The County shall pay the Contractor as stated in Section 9 of Exhibit A.
- B. Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit A, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
- C. The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system

for the Contractor's service pursuant to the fee schedule set forth in Exhibit A. Payment shall be made on a Net Thirty (30) day basis.

- D. Dispute.** Should the County dispute any of the charges on its monthly invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

VIII. Confidentiality and Public Disclosure.

- A. Confidential Data.** The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.
- B. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- C. Contractor shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from Contractor's breach of this provision.

IX. Warranty Provisions.

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

- A. **General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.
- B. **System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable Functional Specifications, Performance Standards, and Documentation.
- C. **Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Exhibit C, including the maximum response times and availability. The Contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the warranties set forth in this Agreement by providing all additional software, equipment, and/or services to the County at no additional cost to the County. In the event that the Contractor is unable to correct such failure within a forty-eight (48) hour period an event of "Default" shall be deemed to have occurred. In the event the Contractor is unable to correct such failure within thirty (30) calendar days, an Event of Default shall be deemed to have occurred.
- D. **Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants

that it shall provide the services or create any Deliverables using only proven current technology or methods unless otherwise agreed by the parties in a particular statement or work or Exhibit.

- E. Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operation characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as County continues to receive Support and Maintenance Services from the Contractor.
- F. Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support and Maintenance Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.
- G. Latest Versions.** Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.
- H. Virus Warranty.** The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.
- I. Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit

against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

J. Third Party Warranties and Indemnities. For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.

K. Authority. Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

L. Privacy. Contractor acknowledges that the County Data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject (“Privacy Laws”), as well as certain restrictions imposed on the County Data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County Data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor’s use (whether directly or indirectly) of the County Data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by the Contractor of written notice, and (2) pursue any other legal and equitable remedies.

M. Regulatory Requirements. Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the regulatory requirements.

X. County Data.

A. Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

- B. Media Usage.** County shall have full ownership of graphic imagery which is created specifically for the County. Flash Media deliverables and ownership are limited to the compiled media only (usually in the form of .swf or .exe files). Authoring files (usually .fla) remain the property of Art Street Interactive, and usage of these files is permitted for purposes of operating the Platform.
- C. Contractor Use of County Data.** Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.
- D. Extraction of County Data.** Contractor shall, within one (1) business day of County's request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County Data in the format specified by County.
- E. Backup and Recovery of County Data.** As a part of the Services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Contractor shall maintain a contemporaneous backup of County Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of County Data in an off-site "hardened" facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein. Any backups of County Data shall not be considered in calculating storage used by County.
- F. Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall as applicable: (a) notify County as soon as practicable but no later than twenty-four (24) hours of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of PII (personally identifiable information), at County's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any

legally required notification period, within five (5) days of the Occurrence; or, (ii) reimburse County for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; (g) be responsible for recreating lost County Data in the manner and on the schedule set by County without charge to County; and, (h) provide to County a detailed plan within ten (10) calendar days of the Occurrence describing the measures Contractor will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This section shall survive the termination of this Agreement.

XI. Indemnification.

A. General Indemnification. The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the

Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

B. Patent and Other Proprietary Rights Indemnification.

- 1. Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.
- 2. Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach, by the County, of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County Specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

XII. Insurance.

- A. No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.

B. Minimum Scope of Insurance and Limits. The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

1. **Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.
2. **Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.
3. **Errors & Omissions/Professional Liability Insurance**, in an amount not less than \$1,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for the County or on behalf of the County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.

C. Other Insurance Provisions. The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.
2. The Contractor's insurance coverage shall be primary and non-contributing insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.
4. Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily **limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor**

before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies.

XIII. Miscellaneous.

A. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections V (Termination), VII (Price and Payment), VIII (Confidentiality and Public Disclosure), X (County Data), XI (Indemnification), XIII-C (Assignment and Transfer), XIII-D (Independent Contractor), XIII-F (Compliance with Laws), XIII-I (Governing Law and Venue), XIII-J (Applicability of Uniform Commercial Code), XIII-K (No Waiver), XIII-M (Covenant of Good Faith), XIII-N (Third Party Beneficiaries), XIII-O (No Construction Against Drafter), and XIII-Q (Access to Books and Records) of this Agreement survive the cancellation, early termination, or expiration of this Agreement.

B. Amendments.

No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

C. Assignment and Transfer.

No party may assign, delegate, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

D. Independent Contractor.

All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

E. Acceptance and Removal of Contractor Personnel and Subcontractors.

All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's

sole discretion. Services will be performed at a location specified by the County. The County in its discretion may request removal of any Contractor personnel, representative, agent or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request. The County may immediately remove any Contractor personnel, representative, agent or subcontractor in the County's sole discretion. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion. County acknowledges and agrees that Contractor may subcontract Services to Art Street Interactive, Inc. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (3) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

F. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, its obligations as an employer with regard to health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

G. Non Discrimination.

1. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter .2460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to

Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

2. **Federal Non-Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

H. Security, Access, and Safety Requirements.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

I. Governing Law and Venue.

The validity, construction, interpretation, and performance of this Agreement shall be governed by, and construed in accordance with, the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.

J. Applicability of Uniform Commercial Code.

To the extent this Agreement entails the delivery of Software or Software Products, such Software or Software Products, shall be deemed "goods" within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as "goods" would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

K. No Waiver.

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by an authorized representative of the County.

L. Force Majeure.

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

M. Covenant of Good Faith.

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

N. Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement and, as such, [list exception] is entitled, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

O. No Construction against Drafter.

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

P. Notices.

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Snohomish County
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201

OQPoint, LLC
2473 152nd Avenue
Redmond, WA 98052

or to such address as the parties may provide by notice to each other from time to time.

Q. Access to Books and Records.

The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

R. [Intentionally Deleted.]

S. Severability.

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

T. Incorporation of Exhibits.

Exhibits A, B, and C referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

The Contractor was selected through the County's RFP identified in Section II. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

U. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

EXHIBIT A

Reservation Management System Statement of Work

THIS Statement of Work (“**SOW**”) is made part of and incorporated by this reference into the Software as a Service Agreement (the “**Agreement**”) entered into by and between Snohomish County (the “**County**”), and OQPoint, LLC (the “**Contractor**”).

NOW THEREFORE, it is hereby understood and agreed that all work shall be pursuant to the provisions, terms and conditions of this SOW and its attachments, the Agreement, and in accordance with the specifications set forth herein.

1. DEFINITIONS

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

1.1 “Acceptance” and “Accepted”

This shall mean that: (i) the work and/or deliverables substantially satisfy the functions and specifications agreed to by both parties and as described herein; and (ii) the work and/or deliverables shall be deemed delivered and acceptable by the County, following completion of any acceptance testing with written acknowledgement from the County testifying of acceptance if applicable, after the rendering of work and the delivery of deliverables as described in this Exhibit and the Agreement.

1.2 “Support”

This means technical, maintenance and support services available from Contractor for any products, software, installation, and work provided and/or performed by Contractor to County; accessible either: onsite in person, by telephone, remotely or online via the internet.

1.3 “Initialization Date”

This means the date the Contractor installs the base Platform, along with the primary and support modules within the County, which is expected to begin after completion of the kickoff meeting.

2. WORK

2.1 Scope of Work.

The Contractor shall provide County’s Department of Conservation and Natural Resources (DCNR) with a functional version of the web-based Camava Campground Reservation and Point of Sale enterprise solution (the “Platform”) as described in this SOW, and the Functional Specifications set forth in Exhibit B. The Contractor shall guide the County project team through implementation of the Platform. The Platform shall be scalable and configurable, providing the

County with the ability to configure, create, edit, and deploy updates to parks, sites, products, and all County assets at any time. Camava's (HTML5) live maps & all asset associated operations may be configured completely from within the Camava platform. The Platform includes:

- **Base Platform:** The Camava base platform sets the foundation of this enterprise software. The base platform has a one-time license fee, paired with ongoing hosting and Software Support & Updates (SSU), to guarantee the most up-to-date reservation platform available. The base platform includes full functionality support of a master control panel with cascading business rule management, customer and organization management, the feature-rich product library with fulfilment management, all pass, permit & membership sales, including payments deposited in iron ranger collection boxes, web & Cloud reporting, staff (operator) management, system administration tools, integration with all the primary and support modules, delivered within the highest level of encryption. Customizable components of the platform include all print confirmations and staff side cancellation policies.

The public facing pages are designed for mobile > tablet > desktop and designed to match County branding.

- **Primary Modules:** The Camava primary modules are switched on and set up at any time. Software support updates shall be provided by Camava for the life of this Agreement:
 - Camping & day-use module 2
 - Facility/Hourly rental module 3
- **Support Modules:** Camava's primary support modules work within the base platform and primary modules; they are also switched on and able to be set up at any time. Software support updates shall be provided by Camava for the life of this Agreement:
 - Special use permits module 7
 - Complete system expansion field management module 10
 - MarCom module #11

2.2 Contractor Requirements

The Contractor shall provide:

- (a) The Base Platform module including:
 - i. Customer and organization management
 - ii. Feature-rich product library including but not limited to managing all non-reservable assets such as standard POS items, Charges, deposits, discounts, Iron Ranger boxes, annual passes, tickets, daily passes, special use permits and commercial use permits. Manage shipping costs and the order fulfilment process of selected products. Add a fulfillment update of issued in person, mailed or

shipped. Track shipping notes customer correspondence, if the order has been completed, partial or on back order.

- iii. All pass, permit and membership sales
 - iv. Revenue types, including but not limited to: drop boxes, call center, online, mail, and in-person
 - v. Web and Cloud reporting
 - vi. Staff operator management
 - vii. System administration tools integration with all the primary and support modules delivered within the highest level of encryption
- (b) Module 2: Camping Day Use Module
 - (c) Module 3: Facility / Hourly Rentals Module (Including Day Use, Shelters, Room Rentals and Special Events)
 - (d) Module 7: Special Use Permits (SUP Tiered Questions)
 - (e) Module 10: Complete System Expansion Field Management
 - (f) Module 11: MarCom

The Platform provided by the Contractor shall:

- (a) Enable County process improvement during implementation.
- (b) Enable County Admin to manage and assign user access and permissions based on the users' position and responsibilities. Levels include but are not limited to: view only clerical, call center, ranger, ranger admin, financial, director and system administrator to allowing full system administration.
- (c) Provide a secure login credential for each Department of Natural Resources and Conservation user.
- (d) Enable County users to manage reservations for overnight and day-use facilities, including but not limited to the following functionalities:
 - i. Book Reservation
 - ii. Modify Reservation
 - iii. Cancel Reservation
 - iv. Refund Reservation
 - v. Discount
 - vi. Set and adjust business rules
 - vii. Create and adjust user accounts
 - viii. Set and adjust fees & taxes
 - ix. Block dates
 - x. Add & modify sites, locations, room rentals, ball fields, and centers
- (e) Provide comprehensive online services for customers to self-manage accounts and reservations in a real time environment, including on-line forms, map integration, photos and the ability to make payments for reservations.
- (f) Provide a mobile friendly app solution.
- (g) Provide a point of sale (POS) solution to support a range of sale items with configuration options.
 - i. Standard POS items

- ii. Annual passes, parking passes
 - iii. Charges (multiplied by nights/hours)
 - iv. Deposits (not multiplied)
 - v. Discounts
 - vi. Iron Rangers
 - vii. Staff time
 - viii. Daily Passes
 - ix. Special and Commercial Use Permits
- (h) Provide reporting and data management capability including easy report customization, drill down capability and key indicator reporting/dash boards. For example, easily create reports showing future reservations in hard copy or electronic format for distribution.
 - (i) Provide communication tools integrated into the system (Mar/Comm Module) with electronic communication through e-mail, social media, mass text, etc., for park alerts Ability to target specific audiences (ex: people camping on a specific date & park).
 - i. Ex: Park closure due to weather. Park opening early.
 - (j) Enable County users to send out and modify automated emails, social media, mass text, etc.
 - (k) Enable customization by the County to update announcements, adjust fees, and post alerts.
 - (l) Enable County users to accommodate and handle ADA compliance requests.
 - (m) Provide the ability to integrate with the PCI compliant third-party payment processor and record all credit card transactions.
 - (n) Enable County users to maintain and search historical financial data.
 - (o) Accommodate required data migration from various current systems as stated in section 3.1(g).
 - (p) Ensure handling of data meets County requirements, including confidentiality provisions and records retention.
 - (q) Remittance email to customer prior to the system sending the actual ACH debit transaction for the fee due to the Department of Natural Resources and Conservation.
 - (r) Enable processing of daily receipts and balancing by each cashier based on payment type (cash or credit card).
 - (s) Provide ability to report details and summarize on each cashier's daily transactions.
 - (t) Provide a POS system with the ability to identify transaction types by cashier.
 - (u) Provide reporting on various financial transactions based on each cash register and transaction type.
 - (v) Provide various financial reporting for transaction reconciliation.
 - (w) Provide the ability to reverse transaction receipts.
 - (x) Maintain the security and integrity of Department of Natural Resources and Conservation's data through physical or logical separation between customers.
 - (y) Provide back up of County data automatically to off-site location on a frequent, scheduled basis, as determined by the County.
 - (z) Ensure PCI compliant credit card processing integrates between the Platform and DCNR's preferred hosted gateway provider.

- (aa) Ensure the online public reservation pages, staff intranet reservation and POS sales transactions communicate through an encrypted Application Process Interface (API) developed between Contractor and the County's preferred hosted gateway processor.
- (bb) Provide ongoing, dedicated Support after Go-live for a period of 90 days without Defect.
- (cc) Provide upgrades and improvements at no cost to County in accordance with Exhibit C.

2.3 Contractor Deliverables

Milestone 1: Kickoff Meeting and Discovery

Contractor Deliverables: Contractor shall:

- (a) Provide an assigned Project Manager
- (b) Coordinate, schedule, and provide an agenda for a project kick-off meeting with Project Manager (PM), and County project team
- (c) Update Attachment 1 - Initial Implementation Timeline and Training Plan to become the Project Schedule and Training Plan, and submit to County project team for approval
- (d) Conduct discovery of County's current state
- (e) Initialize Camava5 Platform setup system and SQL database infrastructure
- (f) Set up domain
- (g) Set up SSL certificate for test site and production site
- (h) Provide access and secure login credentials for each County user

County Acceptance: Kick-off meeting with Contractor and County project teams has been completed, Initial Implementation Timeline and Training Plan has been updated to the final Project Schedule and Training Plan and approved by County project team, Contractor has completed the discovery process, Platform and SQL database infrastructure has been initialized, domain and SSL certificate has been set up, County users have necessary access to Platform.

Milestone 2: Camping and Day use Module

Contractor Deliverables: Contractor shall:

- Configure: set up camping and day use assets
- Provide naming conventions & FTP for collection of photos for sites to County

County Acceptance: Camping and day use assets have been set up successfully, naming conventions and FTP have been provided.

Milestone 3: County Business Rules Set Up

Contractor Deliverables: Contractor shall:

- Provide review of Camava control panel and set up County business rules including but not limited to: the number of consecutive reservations a person may make, refund requirements, cancellation fees, how far in advance a person may reserve a campsite, facility, slip or day use area.

County Acceptance: Camava control panel review has been completed and County business rules have been set up.

Milestone 4: Financial Set Up

Contractor Deliverables: Contractor shall:

- Set up County accounting codes, fee schedules and other admin items Accounting Code and General Ledger

County Acceptance: County accounting codes, fee schedules and other admin items have been set up. Payment transactions have been successfully validated by County using necessary hardware.

Milestone 5: POS and Product Library

Contractor Deliverables: Contractor shall:

- Add POS items into Camava product library
- Set up passes, permits, and discounts if applicable
- Implement cloud reporting and existing reports

County Acceptance: POS items have been successfully added to product library, passes, permits, and have been set up, cloud reporting and existing reports have been implemented.

Milestone 6: Staff Side of Camava and Hand Over to County for Review

Contractor Deliverables: Contractor shall:

- Customize receipts, confirmations, and passes
- Provide connection with hosted gateway provider
- Insert County records into Platform
- Insert all asset data into Platform
- Review asset data and staff administration intranet system
- Confirm data insert is ready for Go-live
- Set up County staff training
- Review public site design and layout with County staff
- Create new interactive campground maps
- Install all hardware provided by County (Card Readers:PAX Tech S300)
- Develop and provide a Test Plan

County Acceptance: County receipts, confirmations and passes have been customized, hosted gateway provider is set up, County records and asset data has been inserted into Platform, asset data and intranet system have been reviewed, data insert is ready for Go-live, County training has been scheduled, review of public site design and layout is complete, interactive campground maps are created and accessible. Test Plan has been received and approved.

Milestone 7: Testing, Training, Go-live, and Acceptance

Contractor Deliverables:

- Successfully complete all implementation tasks in order for County to begin using the Camava system no later than January 1, 2025
- Train County staff in accordance with Attachment 1 as updated
- Provide assigned technical resources to County staff during internal Acceptance testing and Go-live
- Platform has been accepted by County project team
- Complete data conversion from existing reservation system(s)
- Test the system using the Test Plan and remediate issues as necessary.

County Acceptance: County staff has successfully completed training, Go-live is successful, Platform is operational and running without Defect for 90 days.

3. CONTRACTOR RESPONSIBILITIES

3.1 Contractor to provide:

- (a) A primary point of contact to act as Project Manager (“CPM”) and work with Snohomish County’s Project Manager (“SCPM”), or other designated representative.
- (b) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County’s approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County’s right to do so does not implicate County as party to Contractor’s obligations in the SOW.
- (c) Weekly and status reports, and attendance at status meetings as required by SCPM.
 - a. Weekly Meetings: The Contractor’s Project Manager and pertinent primary project staff shall attend weekly meetings with SCPM and other members of the DCNR team. The weekly meetings shall follow a preset agenda and shall allow the CPM or the SCPM the option to discuss issues that concern either party.
 - b. Weekly Status Reports: The Contractor’s Project Manager shall provide to the SCPM electronic status reports on the project a least 24 hours before each weekly meeting. Weekly status reports shall contain, at a minimum, descriptions of the following:
 - An Executive Summary
 - Any issues encountered and their current disposition
 - Results of any tests
 - Any issues that need to be addressed before proceeding to the next task
 - Anticipated tasks to be completed in the next week
 - Updated project schedule
 - Status of open issues
- (d) A list of hardware required by the Contractor to implement the Platform

- a. Provide assistance with setup, configuration and integration of hardware devices including cash drawers, receipt printers, and card swipe devices (PAX Tech S300)
- (e) Setup of initial systems (Test and Production environments)
 - a. Test environment shall have ability to test customer facing functionality
 - b. Initial data imports shall be done in the test environment
 - c. Test environment to be used to configure specific business rules, fee structures, and other configurations throughout the implementation process, and shall be the configuration template for the production environment.
 - d. Test environment shall be updated in real time as the project progresses
- (f) Test Plan that addresses each of the following testing types: Module, System, Integration and User Acceptance.
- (g) Data Migration/Conversion Plan – prior to converting the data, the Contractor shall provide a data conversion plan for approval by SCPM. At minimum, the data conversion plan shall include:
 - a. A process and strategy for converting data from existing database storage, reports, etc. into the new system.
 - b. Data conversion documentation including data conversion rules, field mappings, issues that may be encountered, and proposed actions to be taken during conversion.
 - c. A process to perform a pre-conversion test designed to verify that the conversion program is reliable and accurately reflects the source data. Once the Contractor certifies that the test is successful and DCNR approves the test results, the Contractor shall perform the full conversion.
 - d. A process for converting all active historical data (except transactional data) to the new Platform and ensure minimal disruption to DCNR work efforts. Process shall include extracting and cleansing data from legacy systems, mapping to and populating the new system data store and verifying that the data is imported completely and accurately reflects the source data.
 - e. A sample of Source Data Fields: Customer_ID, First_name, Last_name, Initial, Primary_phone, Email, Street/city/state/zip address (needs to accommodate international addresses too), Customer notes/Flags (last 5 years)
- (h) Training
 - a. Develop a Training Plan that has been reviewed and approved by DCNR to fully prepare DCNR staff to use the new system while taking into account the operational needs of DCNR. The Training Plan shall include best practices for training and timing of training for all user groups and topics, including suggested training methods, length/duration of training, level of detail of training, ongoing training strategies and troubleshooting tips. DCNR will provide training for external users. The Contractor and DCNR shall mutually prepare and provide documentation for all user groups being trained that includes templates for training materials and templates for developing standardized procedures. The Contractor and DCNR shall coordinate training to ensure that training meets the County’s objectives.

- At a minimum, the Training Plan shall:
 1. Contain an overview of the training methods used and identify the training sessions and associated objectives.
 2. Include a training schedule approved by DCNR.
 3. Be tailored for DCNR staff who are responsible for daily activities such as checking in campers, registering campers, processing point of sale transactions, and performing physical inventories and counts.
 4. Identify all hardware, software and supplies required for the training environment
 5. Provide for evaluation of training sessions and feedback to DCNR.
- Administrator and Subject Matter Expert (“SME”) Training: The Contractor shall conduct System Administrator and SME training to provide the County staff with:
 1. In-depth understanding of how the system functions;
 2. A review of best practices in the configuration and use of the system;
 3. The knowledge to configure the system’s administration, user type configurations, individual and role-based security, audit trail, financials, customer types, operator types, assets, pricing, promotions, discounts, venues and resources;
 4. Expertise on browser-based reports for operational and accounting data needs such as transactions, sales, revenue and occupancy report design and configuration
 5. Expertise on custom report generation using Excel add-in via solutions Cloud Reporting system.
- User Training
 1. The Contractor shall provide user training to train DCNR staff. DCNR will schedule staff from each DCNR location for each training session. Contractor will lead, with assistance from DCNR, instructor-led training for all users using step-by-step instructions and hands-on or virtual training.
 2. At least one SME or trainer from DCNR will attend each user training session to provide hands-on assistance to users, answer procedural questions asked by staff during training, and assist to enforce office-wide procedures and policies on the use of the system.
 3. Training formats include but are not limited to classroom training, self-service web-based training, and mock training scenarios.
 4. DCNR staff will receive a demonstration and training on the customer specific system components to which they will have access, for example, the reservation of a camp site via the customer portal. The Contractor shall provide train-the-trainer to train

DCNR staff who will then train the external users. The Contractor shall provide assistance to DCNR in the development of training materials for external user training.

3.2 Contractor Tasks and Responsibilities:

- (a) Update the Initial Implementation Timeline and Training Plan and provide to County staff for approval as the final Project Schedule and Training Plan
- (b) Ensure adherence to the project scope, schedule and budget.
- (c) Manage risk, including notifications to the County's Project Manager within 24 hours – via email or phone – when the project scope, schedule or budget may be impacted, as well as providing mitigation plans.
- (d) Management and planning of work activities including:
 - system design and installation;
 - system configuration;
 - data conversion and migration;
 - testing and quality assurance;
 - administrator and end-user training; and
 - Go-live Support.
- (e) Coordination of Contractor's resources, work sessions, and training (in-person or online/phone).
- (f) Track project issues using mutually agreed upon tracking system (e.g., SharePoint, Excel, etc.)
- (g) Provide written status reports, which include schedule updates, all reported issues and their statuses, weekly via email.
- (h) Provide Module, system and integration testing. Document and compare all results to the expected outcomes for each test. Test results shall be provided to SCPM through reports and meetings.
 - a. Module Test: Conduct module testing of the Platform. Module testing shall include a description of the test procedure, expected results, and actual results of each module.
 - b. System and Integration Test: Conduct system and integration testing of the Platform. Testing shall ensure that the system functions and exchanges data correctly.
- (i) Track and correct any Defects that arise during testing. Resolve all Defects prior to system implementation and operation. All Defects and their resolution shall be documented and tracked in a Defects Tracking Log.
- (j) Be available for and attend status calls as requested by County.
- (k) Convert and import all existing reservation data into the Platform without corrupting or losing the data.
- (l) The Contractor shall load the entire customer history file (including all reservations and customer data) into its system prior to the system being ready for operation.
- (m) All additional tasks required to achieve the results specified herein.

- (n) Track and cure any reported Defects during the 90-day post Go-live period. This task shall be complete after 90 consecutive days of post Go-live operation without any new Defects.

4. COUNTY'S RESPONSIBILITIES

4.1 Complete obligations

A complete list of County's obligations under this SOW is set forth below. All other work, resources, personnel, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

4.2 County to Provide:

- (a) Single point of contact from County to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or other designated representative.
- (b) Data from current solution for migration to Camava in a format to be determined by County and Contractor at kickoff, including but not limited to: room rentals and athletic field reservations.
 - a. Sample of data fields from USEDirect: Customer Information, Transaction Number, Item Description, Confirmation Number, Tender Type, Location, Cashier Name, Account Name, Account Number, etc.
 - b. Sample of data fields from Active Net: Facility Name, Facility Number, Facility Type, Description of Facility, Reserved By, Min/Max Capacity, Facility Address, Facility Phone, Charge, Site Information, General Ledger Information, Customer Information, etc.
- (c) User Acceptance Testing (UAT): DCNR users shall verify the operability of the system, all functional areas and output data. System performance shall also be evaluated. The entire system shall be tested before Go-live. The Contractor shall support and assist DCNR during execution of UAT. Web-based transactions shall be used to test at least 3 recreational sites.
- (d) Field Testing: The County shall test the accessibility and functionality of the various reservation and registration screens and all report functions. The County shall also test the aspects of the Point-of-Sale functionality including new product set up, pricing, credit card processing, inventory entry and other test as defined by DCNR.
 - a. Vendor shall provide live technical support as needed for configuration issues during business hours.

4.3 County Tasks and Responsibilities:

- (a) Provide a complete site data worksheet (parks and sites) to Contractor
- (b) Attend scheduled meetings with Contractor
- (c) Compile and label site photographs using naming conventions and FTP provided by Contractor

- (d) Complete system testing in accordance with approved Test Plan
- (e) Review and provide, when applicable, formal written approval of work performed under milestones.

5. PROJECT MANAGEMENT

Snohomish County project management best practices shall be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor shall negotiate the acceptance level of project management oversight at the Kickoff Meeting.

6. PROJECT COMPLETION CRITERIA

The full Camava Campground Reservation and Point of Sale enterprise solution supplied by the Contractor (including all hardware, software, custom configurations, training, and Support agreements) has been installed or delivered to the County and is fully functional, complies with this SOW and Exhibit B, and is proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) shall be satisfactorily met by the Contractor products/services, tested by the County, and accepted through testing (at the discretion of the County).

7. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County shall be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies shall be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all these elements, the report should comply with the change order procedures. Acceptance of such changes shall require a written change order or amendment to the Agreement, and shall be approved by both parties.

8. TIMELINE

Attachment 1 – Initial Implementation Timeline and Training Plan shall be updated by Contractor and approved by County at project kickoff to become the final Project Schedule and Training Plan. Contractor is required to meet all milestone deadlines specified in Attachment 1, as updated and this SOW.

Date	Milestone Number	Milestone
TBD	1	Kickoff Meeting and Discovery
TBD	2	Base Platform, Camping and Day Use Module, Facility/Hourly Rentals Module, Special Use Permits Module, Expansion Fields Module, MarComm Module
TBD	3	Park Business Rules Set Up
TBD	4	Financial Set up
TBD	5	POS and Product Library
TBD	6	Staff Side of Camava and Hand Over to County for Review
12/31/2024	7	Training, Go-live, and Acceptance

9. FEES

Invoices may be initiated by Contractor upon signature approval of a Milestone Acceptance Form – Attachment 2, from an authorized representative from Snohomish County for each milestone. Contractor shall be paid for the work Accepted by County as specified in the tables below (amount shown is before applicable Washington state sales tax is added):

Table 1 – One-Time Fees

Item	Item Description	Cost per Item
Base Platform Module 1 License	Invoice Net 30 days from Initialization Date	\$29,999.00
Camping Day Use Module 2 License	Invoice Net 30 days from Initialization Date	\$17,999.00
Facility/Hourly Rentals Module 3 License	Invoice Net 30 days from Initialization Date	\$17,999.00
Special Use Permits Module 7 License	Invoice Net 30 days from Initialization Date	\$5,998.00
Expansion Fields Module 10 License	Invoice Net 30 days from Initialization Date	\$5,998.00
MarComm Module 11 License	Invoice Net 30 days from Initialization Date	\$5,998.00
Development of 19 Maps	Invoice Net 30 days from Acceptance Date of Maps	\$17,362.00
	Total One-Time Fees	\$101,353.00

Table 2 – Annual Fees Year 1 through Year 5

Item	Item Description	Annual Cost
Base Platform Module 1 Annual Support	Invoice Net 30 days from Acceptance and Annually Thereafter	\$2,999.90
Camping Day Use Module 2 Annual Support	Invoice Net 30 days from Acceptance and Annually Thereafter	\$1,799.90
Facility/Hourly Rentals Module 3 Annual Support	Invoice Net 30 days from Acceptance and Annually Thereafter	\$1,799.90
Special Use Permits Module 7 Annual Support	Invoice Net 30 days from Acceptance and Annually Thereafter	\$599.80
Expansion Fields Module 10 Annual Support	Invoice Net 30 days from Acceptance and Annually Thereafter	\$599.80
MarComm Module 11 Annual Support	Invoice Net 30 days from Acceptance and Annually Thereafter	\$599.80
Hosting	Invoice Net 30 days from Acceptance and Annually Thereafter	\$3,585.00
Beta Environment	Invoice Net 30 days from Acceptance and Annually Thereafter	\$3,585.00
Text Messages up to 5,000 per month	Invoice Net 30 days from Acceptance and Annually Thereafter	\$1,425.00
Cloud (per 5 users)	Invoice Net 30 days from Acceptance and Annually Thereafter	\$118.00
	Total Annual Fees	\$17,112.10

Table 3 – Additional Optional Fees

Item	Item Description	Cost per Item
Data Entry, Research, Server Administration	Invoiced Monthly as services are rendered	\$60.00/hour
Illustration, Design and HTML Coding	Invoiced Monthly as services are rendered	\$114.00/hour
Multimedia; video and sound editing	Invoiced Monthly as services are rendered	\$114.00/hour
Scheduled Meeting time and Consulting	Invoiced Monthly as services are rendered	\$120.00/hour
Programming (including data importing/exporting)	Invoiced Monthly as	\$180.00/hour

	services are rendered	
Park Map (0-10 assets)	Invoiced Monthly as services are rendered	\$838.00/each
Park Map (11-50 assets)	Invoiced Monthly as services are rendered	\$958.00/each
Park Map (51 and up)	Invoiced Monthly as services are rendered	\$1078.00/each
Remote Training (4-hour session, completed via web conference demo)	Invoiced Monthly as services are rendered	\$600.00/day
On-Site Training (1 specialist)	Invoiced Monthly as services are rendered	\$1,200.00/day plus travel fees
Ongoing Services (Hosting and Bug Fixes)	Invoiced Monthly as services are rendered	\$897.00/month
Cloud Reporting License (per block of 5 users per year after the first 5 users)	Invoiced Monthly as services are rendered	\$118/year
Text Messaging (includes text messages sent during online customer authentication or by staff, as well as texts sent by the Camava Mar/Comm Module (Broadcast) 5,000 texts per month is included for no additional fee	Invoiced Monthly as services are rendered	\$0.012/text or 5,001-7,499/month: \$179/month 7,500-9,999/month: \$239/month 10,000-\$12,499/month: \$299/month
Photo and Document Storage & Bandwidth (5GB per month is included for no additional fee)	Invoiced Monthly as services are rendered	6-10GB/month: \$96/month 11-15GB/month: \$192/month 16-20GB/month: \$288/month Unlimited/month: \$192/month
Email Usage (includes confirmations and receipts sent automatically or by staff, as well as bulk emails sent by the Camava Mar/Comm Module (Broadcast)) 20,000 emails per month is included for no additional fee	Invoiced Monthly as services are rendered	20,001-40,000/month: \$24/month 40,001-60,000/month: \$48/month 60,001-80,000/month: \$72/month Unlimited/month: \$48/month
Map Usage (Each view of a map equals one map load. Camava integrates with Google Maps API) 28,500 map loads per month is included for no additional fee	Invoiced Monthly as	28,501-50,000 loads/month: \$180/month 50,001-75,000 loads/month: \$390/month 75,001-100,000 loads/month: 600/month

	services are rendered	Unlimited/month: \$390/month
Total for Years 1-5 Not to Exceed		\$75,000.00

10. PROJECT MANAGERS

County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	Terrence Broadus, Project Manager	Name:	Kristin Jensen Project Manager
Address:	Operational Excellence 3000 Rockefeller Ave Everett, WA 98201	Address:	Art Street Interactive, Inc. 3342 Chicago Street San Diego CA 92117
Phone:	(425) 388-3837	Phone:	619-702-5069
Email:	Terrence.Broadus@snoco.org	Email:	kjensen@artstreet.com cc greg@artstreet.com
County Project Sponsor (“SCPS”)		Contractor Project Manager (“CPM”)	
Name:	Carol Peterson, Capital Funds Fiscal Analyst	Name:	Greg Hechler, Lead Developer
Address:	Parks & Recreation 6705 Puget Park Drive Snohomish, WA 98296	Address:	Art Street Interactive, Inc. 3342 Chicago Street San Diego CA 92117
Phone:	(425) 388-6605	Phone:	619-702-5069
Email:	Carol.Peterson@snoco.org	Email:	kjensen@artstreet.com cc greg@artstreet.com
County Subject Matter Expert (“CSME”)		Contractor Project Manager (“CPM”)	
Name:	Cabot Fuqua, Facility Coordinator II	Name:	Earl Mann, CEO
Address:	Parks & Recreation 6705 Puget Park Drive Snohomish, WA 98296	Address:	2473 152nd Ave NE Redmond, WA 98052
Phone:	(425) 388-3644	Phone:	202-744-1234
Email:	Cabot.Fuqua@snoco.org	Email:	emann@oqpoint.com
County Subject Matter Expert (“CSME”)		Contractor Project Manager (“CPM”)	
Name:	Stacy Forte-Smith, Accountant I		
Address:	Parks & Recreation 6705 Puget Park Drive Snohomish, WA 98296		
Phone:	(425) 388-6611		
Email:	Stacy.Forte-Smith@snoco.org		
County Subject Matter Expert (“CSME”)		Contractor Project Manager (“CPM”)	
Name:	Joseph Wheeler, Sr. Park Ranger		
Address:	Parks & Recreation 6705 Puget Park Drive Snohomish, WA 98296		
Phone:	(425) 388-3918		
Email:	Joseph.Wheeler@snoco.org		
County Subject Matter Expert (“CSME”)		Contractor Project Manager (“CPM”)	
Name:			
Address:			
Phone:			
Email:			

Name:	Hallie Schmidt, Reservation Facility Specialist		
Address:	Parks & Recreation 6705 Puget Park Drive Snohomish, WA 98296		
Phone:	(425) 388-3633		
Email:	Hallie.Schmidt@snoco.org		
County Subject Matter Expert (“CSME”)			
Name:	Kyle Reed, Recreation Supervisor		
Address:	Parks & Recreation 6705 Puget Park Drive Snohomish, WA 98296		
Phone:	(425) 312-0856		
Email:	Kyle.Reed@snoco.org		

ESCALATION PATH:

Snohomish County:

Carol Peterson, Capital Funds Fiscal Analyst, 425-388-6605, Carol.Peterson@snoco.org
Rich Patton, Division Manager, 425-388-6618. Rich.Patton@snoco.org

OQPoint, LLC:

Kristin Jensen, Project Manager 619-702-5069 kjensen@artstreet.com
Greg Hechler, Lead Programmer 619-702-5069 Greg@artstreet.com
Earl Mann, CEO 202-744-1234 emann@oqpoint.com

11. SECURITY REQUIREMENTS

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County shall create a Contractor access account, as needed. Server access shall be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County’s security, access, and safety requirements for the protection of the County’s facilities and employees while on the County’s premises.

12. DATA RIGHTS

Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such

degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

13. SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Installation, Configuration & Integration Services

When the Contractor provides installation, configuration or integration services for equipment and software pursuant to this contract, the Contractor shall not install, configure or integrate the equipment and software in a way that reduces the level of conformance with the applicable Revised 508 Standards.

Maintenance Upgrades & Replacements

The Contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this contract do not reduce the original level of conformance with the applicable Revised 508 Standards at the time of contract award.

Hosting Services

When providing hosting services for electronic content provided by the County, the Contractor shall not implement the hosting services in a manner that reduces the existing level of conformance of the electronic content with applicable Revised 508 Standards. Throughout the life of the contract, the agency reserves the right to perform testing on a vendor or contractor's hosted solution to verify conformance with this requirement.

Conformance Reporting

Before acceptance, the Contractor shall provide an **Accessibility Conformance Report (ACR)** for each Information and Communication Technology (ICT) item that is developed, updated, configured for the County, and when product substitutions are offered. The ACR should be based on the latest version of the [Voluntary Product Accessibility Template \(VPAT™\)](#) provided by the [Industry Technology Industry Council \(ITIC\)](#). To be considered for award, an ACR shall be submitted for each ICT Item, and shall be completed according to the instructions provided by ITIC.

Before acceptance, when the Contractor is required to perform testing to validate conformance to the County's accessibility requirements, the Contractor shall provide a **Supplemental Accessibility Conformance Report (SAR)** that contains the following information:

- Accessibility test results based on the required test methods.

- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to Support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create.
- Before final acceptance, the Contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the agency's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

Before acceptance, the County reserves the right to perform independent testing to validate that the ICT solution provided by the Contractor conforms to the applicable Revised 508 Standards.

14. SAML 2.0 COMPLIANCE

Annual Certificate Updates

If the solution integrates with County's Active Directory Federation Services (ADFS) then SAML2.0 compliance is required. The Contractor shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement. If the Contractor has not implemented the full SAML 2.0 standard to include monitoring of federation metadata, County shall provide Contractor with advance notice of a token-signing certificate replacement and shall provide Contractor with the new certificate prior to the scheduled change. The Contractor shall be solely responsible for ensuring the County users are provided uninterrupted access to the Software by managing the Software's certificate renewal during annual updates. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

If solution is an Azure Enterprise application, County prefers that the application is published to the Azure Gallery. Any standard protocol Azure AD supports may be used.

Contractor Contact for Certificate Coordination

Kristin Jensen
619.702.5069
Kjensen@artstreet.com

County Contact for Certificate Coordination

Todd Ryden
425.388.3867
ADFS-support@co.snohomish.wa.us (preferred)

15. SITES AND LOCATIONS

All work shall be conducted remotely.

16. ATTACHMENT(S)

Attachment 1 – Initial Implementation Timeline and Training Plan

**Attachment 1
INITIAL IMPLEMENTATION TIMELINE AND TRAINING PLAN**

This is the initial, high-level timeline (7-10 weeks) with milestones with activities and objectives during each week. Updates to this timeline may be requested by the County or Contractor, and must be approved in writing by the other party before proceeding with any changes.

Meetings will be scheduled by Contractor weekly or biweekly based on County staff, with invitations to Subject Matter Experts (SME's), and tasks will be given for data collection to the County staff. While data is being collected by County staff, Contractor’s project team will be setting up all hosting-related items, including cloud reporting, credit card processor, inserted asset data, and reviewing transactional data entry, public site design, and map creation.

The tentative Timeline depends on the start date (7-10 weeks):

- Milestone - Meeting week #1 Kick off meeting
- Milestone - Meeting week #2 Camping and Day Use Module review
- Milestone - Meeting week #3 Park Business rules set up in the control panel
- Milestone - Meeting week #4 Financial team meeting
- Milestone - Meeting week #5 POS & The Product Library
- Milestone - Meeting week #6 Review the staff side of Camava and hand over for review
- Milestone - Meeting week #7 Training and Go-live

Roles:

- The **County Project Manager (CPM)** has a high level of involvement in most tasks, acting as the overall coordinator.
- **OQ Point Project Manager (CAMAVA)** is responsible for communicating the technical aspects of the project and scheduling meetings and deliverables.
- **County SMEs (SME)** are responsible for communicating the technical aspects of requests, issues and customer acceptance of deliverables.

<p>Meeting #1 2 hours</p>	<p>Teams Meeting</p>	<p>Kick off meeting - after Agreement is executed</p> <p>Attending: CPM, CAMAVA & All SMEs</p> <p>Agenda:</p> <ul style="list-style-type: none"> • CPM: define roles • Financial SME: Choose the Hosted gateway provider • ALL: Determine County Domain • ALL: Determine if there is any new development that needs to be integrated into Camava5 and confirm if it needs to be completed before Go-live. • CAMAVA: communicate agreed upon implementation strategy (for example: how will we handle existing reservations) <p>Camava Homework: Create a schedule based on all new developments and the following meetings and tasks.</p>
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No meeting needed	CAMAVA Tasks	CAMAVA: initialize Camava5 Platform setup system and SQL database infrastructure. 5-year license will begin on this day.
No meeting needed	CAMAVA Tasks	CAMAVA: Set up domain & SSL Certificate for Live site
No meeting needed	CAMAVA Tasks	CAMAVA: Contractor shall Implement cloud reporting
Meeting #2 2 hours	Teams Meeting	<p>Camping and Day Use Meeting Attending: CPM, CAMAVA & SMEs for Camping & Day Use</p> <p>Agenda:</p> <ul style="list-style-type: none"> • CAMAVA: Recap topics from last meeting. • CAMAVA: Define asset data and transactional data. • CAMAVA & SME: Discuss business rule and set up in the Camava Control Panels • Parks SME: Discuss needed resources for Camping & Day Use Park Maps • CAMAVA: will give detailed instructions on filling out a site data worksheet for parks & sites. • CAMAVA: will give detailed instructions on collecting photos for sites and how to compile and label site photographs. The import naming conventions & FTP access will be provided. <p>Staff Homework #1: staff shall complete a site data worksheet for parks & sites. CAMAVA will be available for assistance at any time. Staff Homework #2: County shall collect photos for sites and compile and label site photographs</p>
No meeting needed	CAMAVA Tasks	CAMAVA: will import each park's Ftp'd photos
No meeting needed	CAMAVA Tasks	CAMAVA: will import site data sheet
Meeting #3 2 Hours	Teams Meeting	<p>Attending: CPM, CAMAVA & SMEs for Camping & Day Use & Financial</p> <p>Agenda:</p> <ul style="list-style-type: none"> • CAMAVA: Recap any items from the previous meetings. • CAMAVA: Review the Camava Control Panel and set up business rules • CAMAVA: Discuss Accounting Codes and show how to set them up in Camava. <p>Staff Homework#3: if any business rule set up is left open, we will want to make sure they are resolved. Staff Homework#4: Add all accounting codes into Camava</p>
No meeting needed	CAMAVA Tasks	CAMAVA: Make sure all Business rules are set up as expected
Meeting #4 2 Hours	Teams Meeting	<p>Attending: CPM, CAMAVA & SMEs for Camping & Day Use & Financial</p> <p>Agenda:</p> <ul style="list-style-type: none"> • CAMAVA: Recap any items from the previous meetings.

		<ul style="list-style-type: none"> • CAMAVA: Review the accounting codes that were set up in Camava. • CAMAVA: Discuss the Camping Day Use fee schedules • CAMAVA: Discuss the setup of Point-of-Sale Items. <p>Staff Homework #5: Compile all POS items in a spread sheet or add them directly into Camava.</p>
No meeting needed	CAMAVA Tasks	CAMAVA: POS items may need to be imported into the C5 product library
No meeting needed	CAMAVA Tasks	CAMAVA: initialize Cloud reporting for meeting #5.
Meeting #5 2 Hours	Teams Meeting	<p>Attending: CPM, CAMAVA & SMEs for Camping & Day Use & Financial</p> <p>Agenda:</p> <ul style="list-style-type: none"> • CAMAVA: Recap topics from last meeting. • CAMAVA: Discuss the Setup of Passes, permits, memberships with discounts if applicable. • CAMAVA: Review Close out process and reporting • CAMAVA: Set up Admins that will be using Cloud Reporting. • CAMAVA: Customize receipts, confirmations and passes <p>Staff Homework #6: If more information is needed for confirmations please gather and send to CAMAVA PM</p> <p>Staff Homework #7: Provide examples of any custom reports required.</p>
Meeting #6 2 Hours	Teams Meeting	<p>Attending: CPM, CAMAVA & SMEs for Hourly Facility Rental</p> <p>Agenda:</p> <ul style="list-style-type: none"> • CAMAVA: Recap topics from last meeting. • CAMAVA: Identify Centers and Facilities • CAMAVA: Define asset data and transactional data for Facilities. • CAMAVA: Discuss the importing of Customer records, review the importation requirements sheet <p>Staff Homework #8: Staff shall complete a Facility data worksheet for Center & Facility. CAMAVA will be available for assistance at any time.</p> <p>Staff Homework #8: Provide an export of existing Customers for CAMAVA to insert.</p>
No meeting needed	CAMAVA Tasks	CAMAVA: Import Customer Records
No meeting needed	CAMAVA Tasks	CAMAVA: Import worksheet for Center & Facility
No meeting needed	CAMAVA Tasks	CAMAVA: Public site design
No meeting needed	CAMAVA Tasks	CAMAVA: Map Design
Meeting #7 2 Hours	Teams Meeting	<p>Attending: CPM, CAMAVA & All SMEs</p> <p>Agenda:</p>

		<ul style="list-style-type: none"> • CAMAVA: Recap topics from last meeting. • CAMAVA: review asset data and the staff administration intranet system; discuss date and time to do our training session to train the trainers. • ALL: Use this time to tie up any loose ends
No meeting needed	CAMAVA Tasks	CAMAVA: Review data for final wrap up meeting before Go-live
Meeting #8 2 Hours	Teams Meeting	Attending: CPM, CAMAVA & All SMEs Agenda: <ul style="list-style-type: none"> • CAMAVA: Review Public Site with team • CAMAVA: Review Maps ALL: confirm the data insert is ready for Go-live • ALL: confirm schedule for training
TRAINING DAY		Attending: CPM, CAMAVA & All SMEs & All Staff that will be using Camava Agenda: CAMAVA: Staff Training 10-Noon Lunch Noon-1PM Practical Training (Hands On) 1-3PM After all staff leaves this day CA
		Go-live

Contractor is also including what training will look like and the following day Go-live below. Contractor will choose the day before Go-live to schedule training for County staff. All training will be performed remotely. Contractor uses the train-the-trainer approach; all staff are welcome to join, or the County may choose certain staff to join; the parties will determine attendees prior to training.

Training Day and Go-live day (Consecutive dates):
10AM-Noon

Contractor shall start training of the new C5 Platform

Review

- Public site desktop and mobile
- County staff side of Camava
- Field staff
- Call center
- End of day
- Administration

Noon-1 PM - Lunch

1PM – 3PM

- **Practical training: Hands on with County staff**
- Contractor shall observe while County staff logs in to the beta Platform to complete a series of daily tasks.
- Contractor will answer questions and ensure County staff is ready for when the Platform is switched to the newest version.

- **At 6PM** Contractor will start the redirect process
- Contractor will perform one last update of County data and bring up County's new Camava Platform

Go-live: the Contractor shall ensure that Platform (Camava5) is ready for use on the Go-live date (Insert Date)

- **In the morning** of the Go-Live date: County staff will log in to the live Camava5.
- Contractor shall bring public site online at 10:00 am on the agreed-upon Go-live date, once County staff has been able to see transactions moving through the system.
- Contractor shall be available for County questions about the Platform.

EXHIBIT B
DCNR FUNCTIONAL SPECIFICATIONS

SPECIAL USE REQUIREMENTS

1. Vendor solution shall provide ability to reserve new reservations from monthly calendar view not only day views.
2. Vendor solution shall provide ability to automatic sunset information on calendar views and permit dates.
3. Vendor solution shall provide ability to store additional documentation to league/individual profile such as Applications, Insurance certification, authorized agents' information, agreements, club/business bylaws, etc.
4. Vendor solution shall provide ability to integrate application forms to auto populate field requests in a tentative state for approval on calendar.
5. Vendor solution shall provide ability to see account balances before creating a new permit for an individual or league.
6. Vendor solution shall provide ability to attach disclaimers and agreements to permit automatically.
7. Vendor solution shall provide ability to designate space for field prep needs on specific dates such as if lining is required, dimensions needed, infield grooming.
8. Vendor solution shall provide ability for internal use only, and Customer use notes section on permit.
9. Vendor solution shall provide ability for automatic fees produced on age/field/ event selection etc.
10. Vendor solution shall provide ability to integrate with Outlook calendar to populate summary of event and post in shared events calendar.
11. Vendor solution shall provide ability to have a reference document/ glossary of terms available to explain what acronyms are.
12. Vendor solution shall provide ability to hold/block a facility without payment/charges until confirmation is made from the clients. (Tentative permits that never become reality).
13. Vendor solution shall provide ability to easily manage multiple field requests, times, and different dates from one league.
14. Vendor solution shall provide ability to manage single date cancellations, refund, or schedule change due to client request, rain out/weather or county reason within a larger multi date permit.
15. Vendor solution shall provide ability to populate field use reports for all athletic parks, special events, shelter reservations, open spaces.
16. Vendor solution shall provide ability to understand field uses. Cricket takes up x # of soccer fields at x facility and will not allow an overlap booking to occur. (Example- Forsgren has two soccer fields that equal one cricket pitch. Can not be allowed to schedule soccer field use while the cricket pitch is in use and vice versa)
17. Vendor solution shall provide ability for a printer-friendly field use calendar or schedule.
18. Vendor solution shall provide ability to customize checklist within the permit form to follow to produce permit for events (like in special event request form) [Form Center • Snohomish County, WA • CivicEngage \(snohomishcountywa.gov\)](#)
19. Vendor solution shall provide ability for all facilities (Field use, shelters, camping, courts, indoor facilities) to be managed on one system. When one person books a space, the reservation shows up for every user group.

RESERVATION REQUIREMENTS - Camping/Yurt/Cabin/Shelter

1. Vendor solution shall allow ability for facilities/sites be reserved continuously (overnight), by the day, or by the half-day.
2. Vendor solution shall provide ability to establish variable check-in and check-out times.
 - Example: Campsite check-in 2pm, check-out Noon
 - Example: Yurt/Cabin check-in 3pm, check-out Noon
 - Example: Full Day shelter check-in 7am, check-out Dusk
 - Example: Half Day shelter check-in 7am, check-out 2pm
 - Example: half Day shelter check-in 3pm, check-out Dusk
3. Vendor solution shall allow customized booking windows.
 - Example: Booked no more than 270 days prior to check in and no less than 2 days prior to check in (cut-off 11:59pm Wednesday for Friday check-in)
4. Vendor solution shall provide ability to grouping of required days/dates
 - Example: Weekend reservations require both a Friday and Saturday night stay.
5. Vendor solution shall provide ability to require a minimum and maximum night stay that vary among locations and facility types
 - Example: Maximum 14 nights in a 30-night period (all campgrounds except RV2)
 - Example: Maximum stay to be 7 nights in a 30-night period at Evergreen State Fairgrounds RV2
 - Example: Yurt and Cabin reservations to require a 2-night stay (in addition to Friday/Saturday requirement)
6. Vendor solution shall provide ability to establish fees based upon facility types, day(s) of week, and season
 - Example: Non-utility sites: \$32/night
 - Example: Partial-utility sites: \$42/night
7. Vendor solution shall provide ability to establish (and modify) and select from multiple tax rates based upon location of Park.
 - Example: Flowing Lake Sales Tax 7.9% plus Hotel/Motel Tax 2.0%
 - Example: Squire Creek Sales Tax 9.1% plus Hotel/Motel Tax 2.0%
8. Vendor solution shall provide ability to embed or add taxes to fees
9. Vendor solution shall provide ability control discount camping reservations
 - Example: Discounts only through the Call Center
 - Example: No more than 28 nights per year
10. Vendor solution shall provide ability to create seasons for the purpose of establishing rates and open/closure dates
 - Example: Cabin/Yurt Peak Season: April 1 – September 30
 - Example: Cabin/Yurt Off Peak Season: October 1 – March 31
 - Example: Campsites have only one season (unchanged year-round)
 - Example: 2023 Holidays (weekend rates)
11. Vendor solution shall provide the ability to limit (future) reservations to Online, Call Center, or both based upon facility type
 - Example: Campsites, yurts, cabins, and shelters booked via Call Center or Online
 - Example: Room rentals booked via Call Center only
 - Example: Volleyball courts booked Online only
12. Vendor solution shall provide the ability to allow park staff to check-in campers and to book walk-up reservations starting that day

13. Vendor solution shall provide the ability for the Call Center to override Reservation Requirements
14. Vendor solution shall provide the ability to add and search on unit features and amenities
 - Examples: Fire ring, shade, pull-through, restroom

RESERVATION CHANGE RULES - Camping/Yurt/Cabin/Shelter

1. Vendor solution shall provide the ability to control requirements and limitations for reservation changes/modifications based upon business rules
 - Example: Reservations cannot transfer to another park
 - Example: Date changes must have at least one night from original reservation carry over to revised dates (this does not apply to picnic shelters)
 - Example: Date changes must be processed at least 14 nights prior to check-in
2. Vendor solution shall provide the ability for the Call Center to override Reservation Change Rules
3. Vendor solution shall provide park staff ability to change sites after visitor check-in

RESERVATION REFUND RULES – Camping/Yurt/Cabin/Shelter

1. Vendor solution shall provide ability to control (deny, limit, or restrict) refund amounts based upon facility type, business rules and how far in advance cancellations are processed
 - Example: Processed **14 or more days** from check-in date
 - Full refund less original transaction fee and an \$11 cancellation fee (per site).
 - Example: Processed **13 days - 72 hours** from check-in date
 - Full refund minus original transaction fee and one night's rental (per site or facility).
 - No refunds for picnic shelters less than 14 days out
 - Example: Processed 72 hour or less from (2 p.m.) check-in date
 - Refund unused nights minus original transaction fee and two night's rental (per site or facility).
2. Vendor solution shall provide ability for Call Center to withhold or waive transaction fees from all refunds.
3. Vendor solution shall provide ability for the Call Center to waive or override Reservation Refund Rules

ADMINISTRATION PERMISSIONS

1. Vendor solution shall provide the ability to establish permission levels for Park staff based upon their roles and responsibilities. For example:
 - Level 1 – Field Users (seasonal Park Aides)
 - Walk-up camping registration – no advance reservations (except yurts/cabins)
 - Yurt/cabin reservations – no more than 1 day in advance
 - Check-in/Check-out
 - POS
 - Reservation/Facility reports
 - Level 2 – Field Managers (Park Rangers)
 - All the above
 - Fee adjustments
 - Site transfers/Swaps
 - Site closures (block-out)

- Level 3 – Call Center
 - All the above
 - No campsite reservations 2 or fewer days prior to check-in (able to override)
 - Reservation refunds
 - Reservation “Voids”
 - Transfer/move to another park
 - All Reports
 - Post alerts
 - Level 4 – Administrator – all rights
 - Vendor solution shall provide ability to apply discounts and control
 - Example: Disabled Veterans - Free camping (campsites only)
 - Example: Sr. Citizen/Disabled- ½ price camping (campsites only)
 - Example: No discounts offered online (via Call Center only).
2. Vendor solution shall provide ability to establish check-in/check-out times, capacities, and pet policies based upon facility type. For example:
 - Check-in / Check-out times
 - Campsites – 2pm/Noon
 - Yurts/cabins/cottage – 3pm/Noon
 - Site Max. Capacity
 - Yurts: 5, 7, or 8
 - Campsites: 5 or 8
 - Cabins: 5
 - Pets
 - Campsites: Okay
 - Cabins: Cabin 4 only (\$15/night each)
 - Yurts: No pets
 3. Vendor solution shall provide ability to identify camper setup and establish capacities based upon facility type. For example:
 - Campsites: 2 tents or 1 tent and 1 RV (if room)
 - Cabins 2-4: 2 tents or 1 tent and 1 RV (fee)
 - Cabin 1: 1 tent (extra fee)
 - Yurts 1-9 (Kayak Point), 1-6 (River Meadows): None
 - Yurt 10 (Kayak): 2 tents or 1 tent and 1 RV
 4. Vendor solution shall provide ability to identify driveway length and width, and (parking) pad length for all overnight facilities.

ROOM RENTALS

1. Vendor solution shall provide ability to reserve room rental facilities with the following capabilities:
 - Limit reservations via Call Center only
 - Book up to one year in advance
 - Book on an hourly basis, down to 15-minute increments
 - Prevent double-bookings
 - Identify Stages/Status of permit

- For example: approved, tentative, denied, cancelled
- Establish maximum capacities
 - For example: Weikel Room 125, Vista Room 20
- Add optional rooms and charges to a single permit
 - For example: Vista Room (when Weikel Room rented)
 - For example: Projector
 - For example: Event Host
- Vary fees based upon time of day and day of week
 - For example: Weikel Room M-F, 8am-4:30pm, \$50/hr.
 - For example: Weikel Room Fri, 4:30pm-Midnight, \$100/hr.
 - For example: Weikel Room Sat, 8am-Midnight, \$140/hr.
- Establish payment plan
- Waive fees for internal events
- Modify dates and times
- Collect/refund damage deposits
- Assess and collect after-the-fact fees (For example: late check-out fee)
- Include boilerplate disclaimers and/or special instructions
- View availability online

REPORTING REQUIREMENT

1. Vendor solution shall provide ability for search results to display metadata used in search.
2. Vendor solution shall provide ability to consolidate newly scanned pages into an existing document.
3. Vendor solution shall provide ability to export all customer data.
4. Vendor solution shall provide ability to export all reservation documents.
5. Vendor solution shall provide ability to capture and store existing electronic documents, not limited to, the following file formats: Microsoft Office file formats, PDF, HTML, and Tiff.
6. Vendor solution shall provide ability to log all workflow actions
7. Vendor solution shall provide ability to notification (email) of workflow events.
8. Vendor solution shall provide ability to create custom ad-hoc queries.
9. Vendor solution shall provide ability to filter search results.
10. Vendor solution shall provide ability to create custom views for viewing search results.
11. Vendor solution shall provide ability to generate and export reports of data captured in search results.
12. Vendor solution shall provide backup and recovery.
13. Vendor solution shall provide ability to view history of actions performed on reservation, permit or customer file.
14. Vendor solution shall provide two factor authentication Password security.
15. Vendor solution shall provide ability to restrict password reset to system only. No password reset will be available to administrators. For example, an administrator will not be able to change a customers password, only a system “change password” option will be available.
16. Vendor solution shall provide ability to notify a customer any time their password has been changed. Can be Txt or email
17. Vendor solution shall provide ability to use (and recommend) phone number as login.
18. Vendor solution shall provide ability track versioning on documents.

19. Vendor solution shall provide audit log and access to system events of read/modify access to documents.
20. Vendor solution shall provide online Interface accessible from any device. Laptop, Tablet.
21. Vendor solution shall provide ability search functionality by multiple fields in a form.
22. EX: Customer Name, Park, Customer phone number, etc."
23. Vendor solution shall provide capability to Import data from external source, such as Excel, CSV, other
24. Vendor solution shall provide ability to attach applicable files, such as, PDFs, Word Doc, etc to a customer account
25. Vendor solution shall provide options for navigation between fields
26. Vendor solution shall provide ability to Set fields as required, not required for customer accounts
27. Vendor solution shall provide Autofill forms based on previously created data, for example, adding customer information to a reservation, autofill
28. Vendor solution shall provide ability to upload documents to the customer account, such as, PDF, Word.
29. Vendor solution shall provide ability to customize name of uploaded or linked documents
30. Vendor solution shall provide access system defined reports
31. Vendor solution shall provide ability to filter system or customized reports by one or more fields
32. Vendor solution shall provide ability to create customized reports
33. Vendor solution shall provide ability to export reports to multiple file types, CSV, Excel, PDF
34. Vendor solution shall provide ability to create roles based on job responsibilities that limits forms/function/fields available to the user.
35. Vendor solution shall provide ability to allow system administrator role to update system settings
36. Vendor solution shall provide access to create and update users, and/or workflow as needed
37. Vendor solution shall provide ability to restrict delete documents from the system
38. Vendor solution shall provide ability to access audit history to view changes to a form, or communications sent from the system.
39. Vendor solution shall provide audit history for all changes made and user access.
40. Vendor solution shall provide ability to receive notifications within the system
41. Vendor solution shall provide ability to receive notifications via email
42. Vendor solution shall provide ability to customize email notifications
43. Vendor solution shall provide ability to customize email notification triggers
44. Vendor solution shall provide ability to disable email notifications
45. Vendor solution shall provide ability to disable within the notifications
46. Vendor solution shall provide ability to create accounts for customers
47. Vendor solution shall provide ability to create payment arrangements (Payment schedule)
48. Vendor solution shall provide ability to restrict payment arrangements to those approved by administration. This will be a feature only available to certain customers and be initiated by staff and not by the customer.
49. Vendor solution shall provide ability to configure payment arrangements (Payment schedule) by amount, number of payments, date due, etc.

50. Vendor solution shall provide ability to configure payment arrangements (Payment schedule) to add fees and fines.
51. Vendor solution shall provide ability to Receive and apply payments to a payment arrangement
52. Vendor solution shall provide ability to mark a promissory note as Delinquent/Past Due and/or in Collections
53. Vendor solution shall provide ability to update customer contact and mailing information
54. Vendor solution shall provide ability to view payment history on an account
55. Vendor solution shall provide ability to ability to modify payment arrangements on existing agreement.
56. Vendor solution shall provide ability to print to mail or email receipts.
57. Vendor solution shall provide ability to mark an account that is past due
58. Vendor solution shall provide ability to report to show Payments, All Accounts/Notes Created, Accounts in Collections, View-Print Letters for all accounts, payments collected by employee, accounts that are ready for collection processing, write off accounts
59. Vendor solution shall provide ability to end email or print Past Due letters in bulk for all accounts
60. Vendor solution shall provide ability to have multiple different past due letters in the system that print in sequence on the account.
61. Vendor solution shall provide ability to email or print all past due letters based on past due status
62. Vendor solution shall provide ability to identify if an account is past due.
63. Vendor solution shall provide ability to identify the date and which past due notice has been sent.
64. Vendor solution shall provide ability to track Payments, Accounts Payable, Cash Received to apply to open balances.
65. Vendor solution shall provide ability to collect damage deposits
66. Vendor solution shall provide ability to charge fees against the damage deposit at time of permit close out.
67. Vendor solution shall provide ability to have tax rates set for each item that is taxable.
68. Vendor solution shall provide ability to update tax rates by administrator with the proper permissions
69. Vendor solution shall provide ability to add new items for sale in the *store* at will.
70. Vendor solution shall provide ability to take donation payments.
71. Vendor solution shall provide ability to choose a reservation time period from the Park calendar view screen, with direct access to the reservation screen.

EXHIBIT C

Technical Support Levels

This Exhibit C - Technical Support Levels shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between **SNOHOMISH COUNTY** ("County") and **OQPoint, LLC** ("Contractor") dated [Effective Date], as amended (the "Agreement"). Unless expressly provided for in this Exhibit C, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit C, the provisions contained in the Agreement shall prevail.

Services Description.

Support and Enhancement

Support: Contractor shall respond to all requests in accordance with the timelines stated in Table 1 of this Exhibit C and shall follow up with the County until the request has been resolved to the County's satisfaction. Contractor shall always remedy Critical Defects immediately without additional charge. Contractor shall address bugs classified as Low within the timeframe stated in Table 1. New features, enhancements, or capabilities, are vetted, and system upgrades will be made based on the aggregate of requests among all users.

Software Support Updates (SSU): Contractor shall keep current the ongoing monthly SSU and will resolve all day-to-day support issues that arise in the Camava platform. If monthly SSU is not current, Contractor reserves the right to charge for maintenance as per the terms in Table 3 of Exhibit A.

Contractor guarantees a minimum hosting uptime of 99.9% for the Camava system, excluding scheduled maintenance.

Support Conditions

Contractor reserves the right to restrict support and maintenance for any application license to:

- Issues related to the application program itself. For example, without limitation, Contractor does not offer support for "How to program in HTML, .NET or ASP", and if County wishes to customize County's application beyond what is explicitly provided for in this Exhibit C, County must request a written change order and/or contract amendment, which must then be agreed to and signed by both Contractor and County.
- Upgrades of the system to include new features, enhancements or capabilities, these upgrades do not have any guaranteed frequency or inherent increase of system functionality. Upgrades are designed and distributed at the sole discretion of Contractor. Upgrades are based on the aggregate requests among all users.
- A limited number of County representatives per application sale. Three contact persons may be designated to make all support requests on behalf of users within their department.
- Unmodified code. Only software modified by Contractor or as directed by Contractor is subject to support.
- Software or applications patched, updated, or otherwise upgraded by Contractor within the previous three years.

Unsupported Programs

Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs.

Start Date and End Date. Technical Support begins 90 days after Go-live and ends upon termination of the Agreement.

Technical Support Description. Contractor shall provide to County telephone and email support ("Technical Support") twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five

(365) days per year. Technical Support will include any research and resolution activity performed by Contractor.

Table 1

Category	Term	Definition	Example
Support Process	Request Response Time	The time it takes for Contractor's team to acknowledge a customer request after it is submitted. This typically refers to the initial communication acknowledging receipt of the request, not necessarily a complete resolution.	County staff will email all details and follow up with a call to the following contact: Kristin Jensen 619-702-5069 kjensen@artstreet.com cc Greg@artstreet.com . Contractor's team will call County staff back or email within one hour to acknowledge the request. Response time = 1 hour during Business Hours, if after Business Hours the call will be returned the next morning.
Support Process	Request Resolution Time	The total time it takes for Contractor's team to fully resolve an issue. This includes the time spent acknowledging the request, diagnosing the issue, implementing a solution, and verifying that the issue is fixed.	County staff submits an issue*. The Contractor's team acknowledges the request within 1 hour, diagnoses the problem within 2 hours- 1 month depending on the problem severity level of the issue. Updates will be provided hourly during Business Hours and first thing in the morning the following day. Contractor's team will communicate the time needed to fix the issue in the correspondence, and verification of the resolution will be sent immediately upon completion. Resolution time = 2 hours - 1 month depending on the level of the issue. For Critical Defects, communication will continue hourly during Business Hours and the following morning until the issue is resolved.
Issue Classification	Problem Severity Level	Contractor's classification system is used to categorize the seriousness or impact of County staff issues. This helps the Contractor's support teams prioritize requests and allocate resources accordingly.	The following levels will be used in the response: * Critical Defect: means Camava is not working causing significant business disruption, as defined in Section I, I of the Agreement. * High: Issue significantly impacts functionality or user experience. * Medium: Issue causes some inconvenience but doesn't prevent core functionality. * Low: Minor issue with minimal impact on functionality. Please note that new Development is not included in this description.

- a) Request for Technical Support. Authorized users will make Technical Support requests for Primary and After-Hours support by calling (800) 974-1985 or emailing Contractor's Technical Support County staff at support@artstreet.com. Authorized users will make Technical Support requests for Hosting or Emergency support if any support needed that disrupts the daily tasks of County users or customers. You may get emergency support by calling (619) 702-5069 or (619) 701-9114 or emailing Contractor's lead programmer at greg@artstreet.com and copying project manager kjensen@artstreet.com. The Technical Support County staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor. County shall receive a response to emergency requests within twelve (12) hours.
- b) Primary and After-Hours Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Contractor shall confirm to the requestor receipt of the request by Contractor. If a Primary or After-Hours request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Contractor will: (a) immediately

escalate the request to Contractor's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide an hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every hour, provide increasing levels of technical expertise and Contractor management involvement in finding a solution to the request until it has been resolved.

- c) Hosting and Emergency Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Contractor shall confirm to the requestor receipt of the request by Contractor. If an Emergency request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Contractor will work continuously to resolve the request; or, (b) requestor and Contractor will mutually agree upon a schedule within which to resolve the request.