

A G R E E M E N T

THIS AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE ACTIVE NETWORK, INC.**, a Delaware corporation registered to do business in Colorado, whose primary address is 10182 Telesis Court, San Diego, CA 92121 (“Vendor” or “TAN”).

RECITALS:

The City, acting by and through the Department of Parks and Recreation desires to enter into an agreement with Vendor to provide the City with a hosted software as identified in Pricing Form (as defined below), attached hereto as Exhibit 1, which will provide activity and participant management for activity registrations, facility reservations, membership management, league scheduling, point of sales, marketing, donations, reports and public access.

Vendor has agreed to provide the hosted software pursuant to the terms and conditions of this Agreement and has agreed to provide the hosted software on a transactional cost base as set forth in the Pricing Form.

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is mutually agreed and understood by and between the parties hereto as follows:

1. DEFINITIONS:

For the purposes of interpreting this Agreement, the following terms will have the following meanings:

A. “Agreement” means this Agreement, inclusive of all Schedules and Exhibits.

B. “Hosted Software” means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by TAN and are identified in the Pricing Form as licensed (or sublicensed) to the City by TAN in connection with this Agreement, and which reside on TAN’s servers and are accessible by the City’s staff or Users via the Internet.

C. “Maintenance” means the provision of error investigation and repair services as set out in Maintenance Exhibit 3, all as more particularly set out in the Support and Maintenance Handbook.

D. “Online Services” means services, such as Internet registration, that are enabled by Hosted Software and available to the public via the Internet.

E. “Other Services” means Services other than Pre-Agreed Services acquired by the City under this Agreement or any further Professional Services as provided in an agreed Statement of Work, purchase order, or pricing form.

F. “Pre-Agreed Services” means Services which are expressly listed in the Pricing Form as being acquired hereunder by the City.

G. “Pricing Form” means the itemized pricing form attached as Exhibit 1 to this Agreement listing the Products and Services provided by TAN to the City under this Agreement.

H. “Products” means all Hosted Software, Third Party Products, and other products (including documentation) provided to the City by or on behalf of TAN.

I. “Professional Services” means any and all types of services under this Agreement, which TAN provides, to the City and/or to other customers of TAN, in the course of TAN’s business, including but not limited to services relating to the installation, implementation, optimization, administration, training and troubleshooting of computers, computer software including computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance. Professional Services that are not included as part of the Pre-Agreed Services, as defined above, shall be as set forth in any applicable and mutually agreed statement(s) of work (each a “Statement of Work”). Each such Statement of Work shall, upon mutual agreement by the parties, become part of and incorporated by reference into this Agreement.

J. “Services” means all Professional Services, Support and Maintenance, Online Services, and Other Services provided to the City by or on behalf of TAN.

K. “Support” means the ongoing telephone, email, web-based and dial-in support and problem resolution to assist the City in the use of the Hosted Software, and Other Services and Products of TAN as set out in the Support and Maintenance Handbook.

L. “Support and Maintenance Handbook” means the documents published by TAN setting out the applicable service levels, processes, restrictions, and other particulars of Support and Maintenance provided in respect of the Software and Other Services and Products of TAN, as amended from time to time upon notice to the City.

M. “Third Party Products” means those hardware, firmware and/or software products, provided to TAN by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by TAN.

N. “Third Party Products Support” means assistance to isolate the source of problems and/or to troubleshoot difficulties resulting from sources other than TAN products or services, such as general network support (for example network access, printing, backup & restoration); PC hardware trouble shooting; PC setup, configuration and optimization; network operating system configuration and functionality; basic Microsoft Corporation “Windows” functionality (for example, using File Manager or Explorer), modem configuration & setup; data corruption due to lack of disk space; and loss of supervisor or other password, all as further set out in the Support and Maintenance Handbook.

O. “User” means a person who accesses and uses any of the Products in any manner whatsoever.

2. HOSTED SOFTWARE AND SERVICES:

TAN will provide the City with access to hosted versions of the Products identified in the Pricing Form and associated Online Services, and TAN hereby grants to the City a limited, non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation. TAN will provide the Professional Services as set forth in Exhibit 2 and the City shall pay to TAN the fees as set out in Exhibit 2, after acceptance by the City of those Professional Services pursuant to the acceptance criteria and process set forth in the applicable project schedule. In order to assist TAN in the successful provision of Services and Products to the City, the City shall provide to TAN all necessary information relating to the City's organization, technology platforms, systems configurations, and business processes and otherwise relating to the City as is reasonably requested by TAN from time to time, subject to the review and approval of the City's Chief Information Officer or designee.

3. SUPPORT FOR HOSTED SOFTWARE:

TAN will, during all periods in respect of which the City has subscribed for Hosted Software, provide Support to the City (and, where applicable, directly to users of the City's own services and products who access the Hosted Software) in accordance with applicable sections of the Support and Maintenance Handbook, attached hereto as Exhibit 3.

4. LICENSE AND BRANDING:

TAN hereby grants to the City a limited, non-exclusive, non-transferable license to display, reproduce, distribute, and transmit in digital form TAN's name and logo in connection with promotion of the Online Services only in the manner approved of by TAN during the term of this Agreement. City hereby grants to TAN a limited non-transferable license to use, display, reproduce, and transmit in digital or printed form, information provided by the City relating to its organization, including its name, trademarks, service marks and logo, in connection with the implementation and promotion of the Online Services; provided, however, that such use shall be as necessary to TAN's performance under this Agreement and subject to the reasonable terms and conditions of the City as provided to TAN in writing from time to time.

5. INFORMATION COLLECTION:

TAN may collect certain information from individuals as part of a registration process. The City may login to TAN's data management system to access this information. The City is responsible for the security of its login information and for the use or misuse of such information by users authorized by the City to use the Hosted Software and Services. The City will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

6. EXCLUSIVITY FOR HOSTED SOFTWARE:

Except as set out herein, TAN will, during all periods for which the City has subscribed for Hosted Software, be the sole and exclusive provider to the City's Department of Parks and Recreation of the Hosted Software and Online Services, or any products or services substantially similar thereto, for the City's Department of Parks and Recreation utilizing the Hosted Software and Online Services for activity registration, membership management, and facility booking and

specifically excluding league scheduling and golf. The City may elect to engage a City-wide solution, involving three or more agencies or departments, for any of the previously listed functions.

7. PROFESSIONAL SERVICES-DELIVERY AND ACCEPTANCE:

A. Vendor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to fulfill the requirements and perform the Professional Services at the rates and prices described on attached **Exhibit 2 ("SOW")**. In addition to the SOW, attached to this Agreement is **Exhibit 2.1**, which is a list of the requirements and functionality related to the Professional Services which the Vendor shall perform and complete as part of the SOW. In the event that there is any change in the SOW and the parties proceed with a change order or amendment, the Vendor agrees to honor the hourly unit rate set out in Exhibit 2 for all work necessary to complete the implementation set out in the SOW. If the City determines that the Vendor's performance of the Professional Services does not conform to the specifications described in the SOW, the City will so notify Vendor within thirty (30) days after Vendor's performance thereof. Vendor will, at its own expense, endeavor to re-perform the non-conforming Professional Services within fifteen (15) days after receipt of City's notice of deficiency. In the event Vendor is unable to remedy such non-conformity, Vendor will have the option to either re-perform in an attempt to cure the non-conformity or refund to City all fees paid by City with respect to such non-conforming Professional Services.

B. The Professional Services to be performed pursuant to this Agreement, shall commence upon written notice to proceed being given by the Manager and all Professional Services necessary to be completed prior to go live for the Pre-Agreed Services are estimated to be completed no later than fourteen (14) months after receipt of the notice to proceed. A completed project schedule will be delivered to the City no later than three weeks from the date that the business process review services are delivered. The project schedule shall contain the schedule and milestone completion dates and the associated acceptance and invoicing times for the Professional Services listed in the SOW and Exhibit 2.1. Upon approval and acceptance of the project schedule, the Manager shall sign the project schedule and deliver a copy to the Vendor and such project schedule will be incorporated herein and attached hereto as **Exhibit "A"** without the requirement that this Agreement be formally amended. All Professional Services shall be performed in accordance with the time schedule set forth in the approved project schedule. Vendor is required to submit reports detailing project status and updating the project schedule no less frequently than on a monthly basis to the Manager.

8. TERM:

The term of this Agreement is from December 31, 2013 through December 31, 2018 (the "Initial Term"). The City may renew this Agreement for three (3) one year terms upon a mutually agreed upon written amendment of this Agreement.

9. COMPENSATION, PAYMENT AND FEES FOR HOSTED SOFTWARE AND SERVICES:

A. The City shall pay to TAN the Hosted Software service fees (“Service Charge(s)”) as set out in the Pricing Form, Exhibit 1.

B. In cases where TAN’s banking or financial partners or similar service providers impose changes in processing costs payable by TAN, TAN reserves the right to modify Service Charges in order to pass on that cost increase only. TAN shall notify the City at least ninety (90) days in advance of any such changes, if possible. The City agrees to such changes unless the City provides TAN with written objection to such charges within thirty (30) days from the date such change is implemented. In the event the City notifies TAN of its objection to the changes as noted above, the City’s sole remedy shall be to immediately terminate this Agreement as applied to the Hosted Software, subject to payment of any Service Charges due prior to such notice of termination.

C. If the City intentionally enters transactions at fee amounts less than those actually charged to the City’s Users for the purpose of reducing or avoiding applicable Service Charges, such action shall constitute a material breach of this Agreement.

D. The total compensation payable to Vendor for the Hosted Software Service Charges set forth in Exhibit 1 and SOW Professional Services set forth in Exhibit 2 for the Initial Term, unless increased as set forth herein, shall not exceed the amount of **ONE MILLION SEVEN THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS** (\$1,007,272.00) (the “Maximum Purchase Amount”), payable directly to Vendor by the City. In the event that the current Maximum Purchase Amount is inadequate to pay for any Products or Services under this Agreement, the Vendor will not be obligated to provide any additional Products or Services under this Agreement, unless otherwise amended to increase the Maximum Purchase Amount. Payment to Vendor for the Products and Service Charges invoiced by Vendor shall be made monthly by the City. Upon acceptance by the City of the applicable Professional Services, Vendor shall invoice the City for such Professional Services and the City shall pay such fees pursuant to Section 9 (f) below. The total obligation of the City hereunder shall be limited to funds appropriated for the purposes of this Agreement by the Council of the City and County of Denver, paid into the Treasury of the City and encumbered for the purpose of this Agreement. Vendor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. In the event that funds are not appropriated and Vendor has begun performance, the City will provide Vendor with prompt, not to exceed five (5) days’, written notice and reasonable documentation of such failure to appropriate funds. Upon receipt of such notice, Vendor may immediately terminate this Agreement without further obligation to the City. Notwithstanding anything herein to the contrary, for the period prior to the date of termination, the City will pay Vendor for all Professional Services rendered and accepted, Service Charges incurred, and the prorated amount of all non-cancelable commitments entered into by Vendor exclusively on behalf of the City.

E. Reimbursement Expenses: The costs and fees specified in Exhibit 1, the Pricing Form, and Exhibit 2, include payment for any and all expenses, and no other expenses shall be separately reimbursed hereunder.

F. Invoicing: Vendor must submit an invoice which shall include the City contract number, clear identification of the deliverable or services that has been completed and accepted by the City, and other information reasonably requested by the City. Payment of all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

10. THIRD PARTY PRODUCTS:

A. Purchase and Sale; Delivery: The City may purchase from TAN Third Party Products by issuing a purchase order documentation, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such Third Party Products had been included in the Pricing Form on the date of execution of Pricing Form subject to the following: (i) the price for such Third Party Products is subject to agreement between the parties each in their own absolute discretion, and (ii) TAN shall have the right to discontinue delivery of such Third Party Products upon at least ninety (90) days written notice to the City without any liability to the City whatsoever for such discontinuance. The City agrees to purchase the Third Party Products listed in the applicable purchase order documentation in the volumes and at the prices described therein. TAN will ship all or any part of the Third Party Products to the City as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time TAN considers reasonable in order to meet the desired delivery date described) after receipt by TAN of a purchase order from Customer specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefor, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price. Following delivery by the City of any purchase order documentation described herein, no changes by the City to the shipment schedule described therein will be permitted unless TAN is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation. Purchase orders delivered by the City to TAN in respect of Third Party Products are not binding upon TAN until accepted by TAN in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by the City, other than the information required by TAN as set forth expressly in this Agreement, will be binding upon TAN, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that TAN may accept or otherwise approve such purchase orders. TAN reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in below.

B. Charges and Payments: The pricing applicable to Third Party Products is as set out in the applicable purchase order documentation in the form finally agreed to by the parties. The City acknowledges that: (i) the prices described in purchase order documentation are applicable for six (6) months after the date of execution hereof, and such prices are based upon the City taking delivery of the full number of any particular Third Party Product listed in purchase order documentation in a single shipment; and (ii) the City hereby agrees that after the expiry of such initial six-month period or, in case of the City seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed in the applicable

purchase order documentation, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the applicable purchase order documentation, TAN will notify the City of any such different pricing and the City will accept such different pricing, as mutually agreed between the City and TAN, in writing.

C. Support for Third Party Products: For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, TAN will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry, for Third Party Products, as further specified in the Support and Maintenance Handbook.

D. Proprietary Rights: The City acknowledges that any Third Party Products supplied by TAN hereunder are supplied by TAN as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. The City will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights. The City acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than TAN who possess the rights to control such possession, installation and use.

E. Warranty: TAN warrants to the City that TAN has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software. Third Party Products are warranted by the manufacturers thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and the City agrees that the City will rely solely on such Third Party Product warranties and the City shall make no claim against TAN on account of any warranty, express or implied, which may apply to any Third Party Product.

11. INTELLECTUAL PROPERTY:

A. TAN and its licensors shall retain all right, title, and interest in and to the Products and the results of the Services and to all software, trademarks, service marks, logos, and trade names and other worldwide proprietary rights related thereto (“Intellectual Property”). The City shall use the Intellectual Property only as provided by TAN, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair TAN’s or its licensors’ rights in its Intellectual Property. The City acknowledges that its use of the Intellectual Property shall not create in the City or any other person any right, title, or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of TAN or its licensors, as applicable.

B. The City will not any time whether before or after the termination of this Agreement:

(i) reverse engineer, disassemble, or decompile any Products or prepare derivative works thereof;

(ii) copy, transfer, display, or use the Products except as expressly authorized in this Agreement or in the applicable documentation;

(iii) disclose, furnish, or make accessible to anyone any confidential information received from TAN or make any use thereof other than as expressly permitted under this Agreement, which confidential information is deemed to include the source and executable code of the Hosted Software and all related documentation;

(iv) knowingly contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of TAN in and to any Products; or

(v) obliterate, alter, or remove any proprietary or intellectual property notices from the Products in physical or electronic forms.

C. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) (1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is The Active Network, Inc., 10182 Telesis Court, San Diego, California, United States, 92121.

12. STATUS OF VENDOR: It is understood and agreed that the status of Vendor shall be that of an independent contractor and a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that Vendor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Vendor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Manager with any City agency, or any person or firm under contract with the City doing work which affects Vendor's work.

13. TERMINATION:

A. Each party has the right to terminate this Agreement, if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within thirty (30) days after receiving written notice thereof. However, nothing herein shall be construed as giving Vendor the right to perform services under this Agreement beyond the time when such services are terminated as provided in this Section. The City has the right to terminate this Agreement for convenience upon one hundred twenty (120) days' written notice to the Vendor.

B. If this Agreement is terminated, Vendor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the fees due for the Professional Services which Vendor performed prior to the date of the termination, but which had not yet been approved for payment; (3) the amount due for any equipment or Products which has been delivered to the City and either accepted by the City or retained by the City beyond the date of termination; (4) any outstanding Service Charges; and (5) the cost of any work which the Manager approves in writing which s/he determines is needed to accomplish an orderly termination of the work. The City shall be entitled to a prorated refund of any prepaid fees for

Professional Services not provided as of the date of termination. If either party should materially default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, provided however that this Section will not permit the City to suspend its obligation to make any payments due for Products or Services that are unrelated to any default alleged against TAN.

C. Vendor shall have no claim of any kind whatsoever against the City by reason of the City's termination of this Agreement in accordance with the terms hereof, except for compensation for Service Charges, Products provided or Professional Services satisfactorily performed as described herein.

14. EXAMINATION OF RECORDS: Vendor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine any books, documents, papers and records of Vendor, involving transactions related to this Agreement solely to verify Vendor's compliance with its obligations hereunder. Such examination shall be limited to Vendor's normal business hours, at Vendor's premises, occur no more than once per calendar year and upon reasonable prior written notice to Vendor. All such information examined or obtained in connection with an audit shall constitute Vendor's confidential information and may only be used for the purpose described above.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by either party hereunder constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

16. INSURANCE:

A. General Conditions: At or before the time of execution of this Agreement, Vendor shall secure the following insurance covering all operations, goods or services provided pursuant to this Agreement. Vendor shall keep the required insurance coverage in force at all times during the Term of the Agreement, or any extension, and during any warranty period and for three (3) years after termination of the Agreement. The required insurance must be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Should any of the below described policies be canceled before the expiration date thereof, Vendor will endeavor to mail 30 days written notice to the City, but failure to do so shall impose no obligation or liability of any kind upon Vendor, its agents or representatives. If any policy is in excess of a deductible or self-insured retention, Vendor must notify the City of this. Vendor is responsible for the payment of any deductible or self-insured retention.

B. Proof of Insurance: Vendor shall provide a copy of this Agreement to its insurance agent or broker. Vendor further agrees to have its agent or broker provide proof of Vendor's required insurance by a certificate of insurance or other acceptable proof of insurance attached hereto as Exhibit 4. The City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by the Administrator in his sole discretion.

C. Additional Insureds: For general liability and auto liability, Vendor's insurer shall include the City as an additional insured.

D. Waiver of Subrogation: For Workers' Compensation coverage, Vendor's insurer shall waive subrogation rights against the City.

E. Sub-consultants: All sub-consultants, subcontractors, independent contractors, suppliers, and other entities providing goods or services under this Agreement are subject to all the insurance coverages required of Vendor under this Agreement. Vendor shall include all sub-consultants, subcontractors, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that these entities maintain the coverages required by this Agreement. Vendor shall provide proof of insurance for all sub-consultants, subcontractors, independent contractors, suppliers or other entities upon written request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor warrants that none of Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect a rejection thereof during the term of this Agreement, and that any rejections previously effected, have been revoked as of the date Vendor executes this Agreement.

G. General Liability: Vendor shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

H. Automobile Liability: Vendor shall maintain limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on the City property and elsewhere.

I. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

J. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

- (iv) A provision that coverage is primary with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Vendor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

17. REPRESENTATION AND WARRANTY: Vendor represents and warrants that:

A. the Hosted Software will materially conform to the requirements contained in the documentation accompanying the Hosted Software and will be substantially free from deficiencies and defects in materials, workmanship, design and/or performance;

B. all Services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

C. to the best of Vendor's knowledge, all Services will materially conform to applicable functional specifications set forth herein;

D. it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the Hosted Software and Services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

E. to the best of Vendor's knowledge, there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any Hosted Software or Service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any Hosted Software, Service or Vendor's ability to perform its obligations hereunder;

F. to the best of Vendor's knowledge, the Hosted Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

G. to the best of Vendor's knowledge, Vendor uses commercially available anti-virus software to prevent the Hosted Software from containing any malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data;

H. to the best of Vendor's knowledge, the media on which all Hosted Software is furnished are and will be, under normal use, free from material defects in materials and workmanship;

Vendor further warrants, guarantees and agrees that in the event the Hosted Software, or any unit or component thereof, becomes defective or fails to substantially perform in accordance with the documentation accompanying the Hosted Software delivered to the City or the requirements contained in this Agreement, Vendor's sole obligation and liability with respect to any such defect will, for ninety days from delivery of the Hosted Software (the "Warranty Period"), timely remedy any and all identified material defects, deficiencies, and performance failures, including the provision of adequate repairs or replacements, and the re-performance of Services, at Vendor's expense and at no expense to the City. In the event Vendor is unable to remedy such non-conformity within a reasonable time using reasonable efforts, Vendor shall refund to the City the fees paid by the City to Vendor for Services provided to implement the Hosted Software, and this Agreement will be automatically terminated. All warranty service will be performed at service locations designated by Vendor. This limited warranty is void if failure of the Hosted Software has resulted from accident, abuse or misapplication. Any replacement Hosted Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

18. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY:

A. THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EXCEPT AS SET FORTH IN THE PRODUCT DOCUMENTATION), DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, TAN DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF THE CITY BEYOND THE AGREED SCOPE OF WORK OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

B. TAN HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN TAN.

C. IN NO EVENT WILL TAN BE LIABLE TO THE CITY OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. THIS LIMITATION SHALL NOT EXCUSE TAN FROM ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 19E AND 20B.

D. EXCEPT AS SET OUT IN TAN'S OBLIGATION TO INDEMNIFY THE CITY UNDER SECTIONS 19E AND 20B REGARDING PCI INDEMNIFICATION AND INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT, IF, FOR ANY REASON, TAN BECOMES LIABLE TO THE CITY FOR DIRECT OR ANY OTHER

DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN THE AGGREGATE LIABILITY OF TAN TO THE CITY AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THREE (3) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY THE CITY TO TAN DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. FOR PURPOSES OF THIS SECTION, REFERENCE TO TAN SHALL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS. NOTWITHSTANDING THE FOREGOING, TAN'S TOTAL AGGREGATE LIABILITY TO THE CITY IN CONNECTION WITH SECTIONS 19E(v) AND (vii) SHALL NOT EXCEED THE GREATER OF THREE (3) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY THE CITY TO TAN DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE OR THE APPLICABLE INSURANCE LIMIT SET FORTH IN SECTION 16 AND TAN'S TOTAL AGGREGATE LIABILITY TO THE CITY IN CONNECTION WITH SECTIONS 19E(i), (ii), (iii), (iv) AND (vi) AND 20B SHALL NOT EXCEED THREE MILLION DOLLARS (\$3,000,000).

19. PCI/DSS COMPLIANCE:

A. Vendor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines"). Vendor represents and warrants that all of the hardware, software and communication components that it uses under this Agreement for processing payments is and will support PCI DSS compliant functionality and features during the term of this Agreement. All payment related service providers that Vendor uses under the Agreement must be recognized by the necessary Associations as compliant with Security Guidelines. Vendor further agrees to exercise reasonable due diligence to ensure that all of its payment related service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section.

B. Vendor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind caused by Vendor or the Hosted Software, Vendor shall promptly notify the City in writing, in no event more than seventy-two (72) hours, and shall provide, at Vendor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise as required by law or credit card industry standards.

C. Vendor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of Vendor's system(s) that interface with or utilize credit card information in any manner or form of collection support are Payment Card Industry Data Security Standards (PCI DSS) compliant functionality and features.

D. Any cost associated with the City's contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of Vendor or any of Vendor's service providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Agreement, Vendor agrees to reasonably cooperate with such audit. Any such audit will be conducted during normal business hours and through a mutually agreed upon independent third party auditor. The following are the requirements of any audit: (i) each shall occur at a mutually agreeable time; (ii) each shall not unreasonably interfere with Vendor's operations; (iii) any third party performing a site visit on behalf of the City or Association must first execute a nondisclosure agreement with Vendor in a form reasonably acceptable to Vendor with respect to the confidential treatment and restricted use of Vendor's confidential information; (iv) results of the audit must be reviewed and approved by Vendor prior to distribution to the City or Association to avoid any disclosure of confidential information of Vendor's other clients; and (v) any information that may disclose confidential information of other customers or risk exposure of such customers' data will be altered or removed from the report. If as a result of an audit of the City it is determined that any material loss of confidential information is attributable to Vendor, Vendor shall pay the City's reasonable third party costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve Vendor from liability under this Section or under other provisions of this Agreement. In the event that Vendor or its subcontractors make any major POS application or infrastructure changes, the City shall be notified within ten business days and such change shall be in compliance with Security Guidelines.

E. In addition to all other defense and indemnity obligations undertaken by the Vendor under this Agreement, the Vendor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Vendor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Vendor, shall defend, release, indemnify and save and hold harmless the City against (i) any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Vendor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, (ii) costs of notifying parties and persons affected by credit card information disclosure, (iii) the cost of replacing active credit cards, (iv) any third party losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, (v) any and all third party claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Vendor of this Agreement, (vi) third party losses arising from Vendor's failure to maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and (vii) third party losses arising from Vendor's failure to comply with all other requirements and obligations related to credit card data or utilization set out in this Agreement. Vendor's indemnification obligations under this Paragraph shall be limited to instances when the action or occurrence giving rise to the indemnification obligation is caused solely by the faulty performance of the Software or the services of the Vendor, or both.

20. DEFENSE AND INDEMNIFICATION:

A. Notwithstanding the foregoing, Vendor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all third party claims, liabilities, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed by Vendor under this Agreement (“Claims”), to the extent such Claim is the fault of Vendor and unless such Claims have been specifically determined by the trier of fact to be caused by negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any negligent acts or omissions of Vendor or its subcontractors either passive or active, except for the negligence or willful misconduct of City.

B. In addition to all other defense and indemnity obligations undertaken by the Vendor under this Agreement, Vendor will defend, indemnify and hold harmless the City and their respective officials, officers, employees, agents, representatives and affiliates (collectively, “Indemnified Parties”) for, and will pay to the Indemnified Parties the full amount of, any third party loss, liability, claim, damage (including incidental, consequential and punitive damages and damages attributable to lost revenue awarded to a third party under an indemnified claim), or expense (including costs of investigation and defense, and attorneys’ fees) arising directly from or in connection with any actual or alleged infringement or misappropriation of any intellectual property or proprietary right, including without limitation any patent, copyright, trade secret right, or other intellectual property or proprietary right of any third party, to the extent based on Vendor’s performance of Services under this Agreement or the provision of any materials, equipment or fixtures to the City used in connection with Hosted Software under this Agreement provided such materials, equipment, fixtures and Hosted Software was used in accordance with this Agreement.

C. If the use of any materials, equipment, fixtures or of the Hosted Software or Services provided by Vendor hereunder (the “Infringing Product”) is enjoined, becomes the subject of a claim or demand which could result in a claim for indemnification hereunder, or in Vendor’s opinion likely to occur, Vendor will, at its sole option and expense: (i) procure for the City the right to continue using the Infringing Product; (ii) replace the Infringing Product with a non-infringing product of substantially equivalent function and performance; (iii) modify the Infringing Product to be non-infringing, without materially detracting from function or performance; or, solely to the extent none of the foregoing options is commercially feasible, (iv) terminate this Agreement and refund any prepaid but unused fees paid by the City in respect of such Infringing Product. Vendor shall not be obligated to defend and indemnify for any claims solely based on: (x) any City or third party intellectual property or software incorporated in or combined with the Hosted Software where in the absence of such incorporated or combined item, there would not have been infringement, except where any third party software or intellectual property is incorporated into the Hosted Software at Vendor’s discretion; (y) the Hosted Software that has been altered or modified by the City, by any third party or by Vendor at the request of the City (where Vendor had no discretion as to the implementation of modifications to the Hosted Software or documentation directed by the City), where in the absence of such alteration or modification the Hosted Software would not be infringing; or (z) use of any version of the Hosted Software with respect to which Vendor has made available to

the City at no additional cost to the City, a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

D. Vendor's duty to defend and indemnify the City shall arise at the time prompt written notice of the claim is first provided to the Vendor regardless of whether claimant has filed suit on the claim. Vendor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

E. Vendor shall promptly notify the City and all relevant Indemnified Parties in writing of any claims or facts of which it becomes aware that may give rise to a claim by an Indemnified Party for indemnification hereunder. Promptly after receipt by an Indemnified Party of any written allegation, claim, demand or notice of any action giving rise to a claim for indemnification against Vendor, the Indemnified Party shall so notify Vendor and shall provide copies of such claim or any documents relating to the action. No failure to so notify Vendor shall relieve Vendor of its obligations under this Agreement except to the extent that the failure or delay causes actual and material damages or prejudice to Vendor. Within thirty (30) days following receipt of such written notice, but in any event no later than ten (10) days before the deadline for any responsive pleading, Vendor shall notify the Indemnified Party in writing (a "Notice of Assumption of Defense") that Vendor: (i) acknowledges its obligations to indemnify and defend Indemnified Parties; (ii) provides evidence of its ability to defend and settle such claims; and (iii) has assumed control of the defense and settlement of such allegation, demand, claim or action, which notice also shall include the name of the firm and attorney(s) that have been engaged to defend such allegation, demand, claim or action.

F. After Vendor delivers a Notice of Assumption of Defense with respect to a claim within the required period, Vendor shall have sole control over the defense and settlement of such claim; provided, however, that: (i) each relevant Indemnified Party shall retain the right to disapprove counsel, if any, selected by Vendor to fulfill its defense indemnity obligation hereunder, which right of disapproval shall not be unreasonably exercised; (ii) the relevant Indemnified Parties shall be entitled to participate in the defense of such claim and to employ counsel at their own expense to assist in the handling of such claim; (iii) each relevant Indemnified Party shall provide assistance to Vendor at Vendor's request to the extent reasonably necessary for the defense of such claim; and (iv) Vendor shall provide written notice to all relevant Indemnified Parties before entering into any settlement of such claim or ceasing to defend against such claim. Vendor shall not be required to indemnify any Indemnified Party for any amount paid by such Indemnified Party in the settlement of any claim for which Vendor has delivered a timely Notice of Assumption of Defense if such amount was agreed to without the prior written consent of Vendor, which written consent shall not be unreasonably withheld or delayed in the case of monetary claims.

G. If Vendor does not deliver a Notice of Assumption of Defense relating to an allegation, claim, demand or action within the required notice period, or fails to diligently defend any such allegation, claim, demand or action as determined by the relevant Indemnified Parties in their reasonable discretion, the relevant Indemnified Parties shall have the right to defend and settle the claim or action in such a manner as they may deem reasonably appropriate, at the cost and expense of Vendor. Vendor shall promptly indemnify and reimburse such Indemnified Parties for all such reasonable costs and expenses upon written request.

H. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Vendor under the terms of this indemnification obligation. Vendor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

I. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

21. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

22. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

23. ASSIGNMENT: Vendor covenants and agrees that it will not assign, subcontract or transfer its rights, benefits, obligations, or duties hereunder without first obtaining the written consent of the City, which consent or approval shall not be reasonably withheld or conditioned; and in the event any such subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and Vendor herein named shall remain fully responsible to the City according to the terms of this Agreement. Any attempts by Vendor to assign or transfer its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of Vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. Any assignment to an affiliate of Vendor or any sale or security interest by Vendor involving all or substantially all of its assets or any other transaction in which more than fifty percent (50%) of Vendor's voting securities are transferred shall not constitute an assignment hereunder. Notwithstanding the foregoing, performance by any of Vendor's affiliates, subcontractors, or supplementary providers of non-material parts of Vendor's obligations hereunder shall not be deemed a subcontract; provided however, that Vendor agrees to be responsible and liable for such parties' compliance with the applicable terms and conditions of this Agreement.

24. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the City and Vendor that any person other than the City or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

25. NO AUTHORITY TO BIND THE OTHER PARTY TO CONTRACTS: Neither party has the authority to bind the other party to any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

26. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement including the exhibits attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior, contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties, except that Vendor may fill future purchase or other orders for further goods or services available under this Agreement and, if Vendor does so, the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that either party might be required to acknowledge or accept before or after entering into this Agreement are of no force and effect as between the City and Vendor and are superseded by this Agreement.

27. SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

28. CONFLICT OF INTEREST:

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Vendor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. Vendor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Vendor represents that it has disclosed any and all current or potential conflicts of interest of which it is aware. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Vendor by placing Vendor's own interests, or the interests of any

party with whom Vendor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Vendor written notice which describes the conflict. Vendor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

29. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Vendor to: Chief Information Officer
City and County of Denver
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

And: Manager of Parks and Recreation
City and County of Denver
201 West Colfax Avenue, Dept.
Denver, Colorado 80202

And by the City to: The Active Network, Inc.
Attn: General Counsel
10182 Telesis Court
San Diego, CA 92121

30. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and executive orders enacted and/or promulgated pursuant thereto, including any amendments. Venue for any legal action relating to this Agreement shall lie in the state or Federal District Court in and for the City and County of Denver.

31. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Vendor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor further agrees to insert the foregoing provision in all subcontracts hereunder.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Vendor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Vendor from City facilities or participating in City operations.

33. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The parties acknowledge and accept that, in connection with this Agreement, one party (the "Receiving Party") may have access to Proprietary Data or non-public confidential information that may be owned or controlled by the

other party (the “Disclosing Party”), and that the disclosure of such Proprietary Data or information may be damaging to the Disclosing Party or third parties. The Receiving Party agrees that all Proprietary Data or non-public confidential information provided or otherwise disclosed by the Disclosing Party shall be held in confidence and used only in the performance of its obligations under or otherwise in connection with this Agreement. The Receiving Party shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent party would to protect its own proprietary or confidential data. “City Proprietary Data” shall mean any materials or information which is not generally known to the public and may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Vendor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format. “Vendor Proprietary Data” shall have the meaning set forth in Section 33.E herein and, together with City Proprietary Data, shall be referred to as “Proprietary Data.”

B. Use of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, the Receiving Party agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or non-public confidential information or any part thereof of the Disclosing Party to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Receiving Party further acknowledges that by providing this Proprietary Data or non-public confidential information, the Disclosing Party is not granting to the Receiving Party any right or license to use such data except as provided in this Agreement. The Receiving Party further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or non-public confidential information without written authorization from the Disclosing Party (and, when the City is the Disclosing Party, such authorization must come from the Manager), except as may be necessary to enforce this Agreement, as required by legal, accounting or regulatory requirements, or to a third party service provider.

(ii) The parties agree, with respect to Proprietary Data and non-public confidential information, and except as otherwise provided in this Agreement or required for the City to exercise its rights in the Hosted Software license granted hereunder, that: (1) the Receiving Party shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Disclosing Party (and, when the City is the Disclosing Party, such authorization must come from the Manager); (2) the Receiving Party shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Receiving Party shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information, except that the Receiving Party may retain a copy of such data for its legal, regulatory, and archival purposes.

C. Employees and Sub-contractors: The Receiving Party will inform its employees and officers with access to Proprietary Data of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose

Proprietary Data or non-public confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and non-public confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or non-public confidential information. Vendor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Vendor agrees to contact the City promptly.

E. Vendor’s Information: The City understands and agrees that any information of Vendor which is not generally known to the public, whether of a technical, business or other nature, including but not limited to the Hosted Software and documentation (including, but not limited to, the source code, object code, the interface requirements document(s) acceptance test procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software), pricing, information relating to customers, business plans, promotional and marketing activities, finances and other business affairs (collectively “Vendor Proprietary Data”) constitute the valuable properties and trade secrets of Vendor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Vendor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Vendor Proprietary Data including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder. The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Vendor of such request in order to give Vendor the opportunity to object to the disclosure of any of its documents. In the event of the filing of a lawsuit to compel such disclosure, the City, upon notice to Vendor, will tender all such material to the court for judicial determination of the issue of disclosure and Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same.

F. Exclusions: The obligations under this Section will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party’s rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving Party; (iii) information that is obtained by the Receiving Party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Proprietary Data or confidential information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to

and cooperate with the Disclosing Party in connection with any such disclosure; and (vi) any disclosure with the consent of the Disclosing Party.

34. LEGAL AUTHORITY:

A. Each party assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

B. The person signing and executing this Agreement on behalf of each party does hereby warrant and guarantee that he has been fully authorized by such party to execute this Agreement on behalf of such party and to validly and legally bind such party to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Vendor or the person signing this Agreement to enter into this Agreement.

35. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

36. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement shall control unless expressly stated as overriding language in the exhibit or Statement of Work.

37. SURVIVAL OF CERTAIN PROVISIONS: The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Vendor's obligations to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

38. INUREMENT: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

39. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

40. FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for

performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

41. SECTION HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

42. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

43. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

44. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Each party consents to the use of electronic signatures by the other party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by either party in the manner reasonably specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

EXHIBITS

EXHIBIT 1-PRICING FORM

EXHIBIT 2 PROFESSIONAL SERVICES SOW

EXHIBIT 2.1 CITY REQUIREMENTS

EXHIBIT 3 MAINTENANCE

EXHIBIT 4 CERTIFICATE OF INSURANCE

EXHIBIT A PROJECT SCHEDULE-TO BE ADDED AFTER CONTRACT EXECUTION

EXHIBIT 1

PRICING FORM

Transactions processed under this Agreement shall utilize ActiveNet, a web-based, fully hosted solution that operates on a Software-as-a-Service pricing model. Professional Services and Third Party Hardware Costs are exempt from this model.

ONGOING FEES

Service Charges incurred by the City as a result of City customer transaction processed through TAN will be invoiced monthly, stating the number and dollar amount of transactions performed, distinguishing between online transactions (performed by customers via the public access interface) and offline transactions (performed over the counter via the City staff interface) at City facilities. The City will use its existing merchant services provider, Chase Paymentech, and TAN acknowledges that City is currently working to transfer that service to another merchant service provider and TAN will be serving as the gateway. The City reserves the right to utilize another merchant services provider in the future.

TRANSACTION FEES PAYABLE BY CITY

The City shall pay TAN, after invoicing, the following Service Charges:

- For all customer transactions that are performed *online* the City shall pay a Service Charge of TWO AND ONE HALF PERCENT (2.5%) of the amount of the transaction.
- For all customer transactions that are performed *offline* the City shall pay a Service Charge of TWO PERCENT (2%) of the amount of the transaction.

The City reserves the right to instruct TAN to charge participants all or a portion of the above Service Charges with respect to online transactions with the City paying the remainder of the Service Charges. TAN may not charge participants any Service Charges with respect to offline transactions and the City shall be responsible for such Service Charges.

EXHIBIT 2

SERVICES



ACTIVEnet SOW
City and County of Denver
Parks & Recreation

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Statement of Work - ACTIVEnet

SECTION A: Milestone #1 – Facility Reservation Configuration and General Settings

Description: This milestone will involve the configuration and setup of the Facility Reservation module. Functionality shall include booking and facility reservations. In this module, the City of Denver will have the ability, for example, to reserve a pool for a private swimming lesson, reserve a room for a birthday party, or rent out a soccer field, ACTIVE’s facility reservation software will allow the City of Denver to eliminate double-bookings, speed up reservations, and automate third-party permit approvals. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

- 1. Configure the software in accordance with decisions made during planning
- 2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

- 1. Set system configuration settings
- 2. Guide facility data entry for 5 business units
- 3. Guide data audit for 5 business units
- 4. Develop data entry process for remaining business units
- 5. Develop data audit process for remaining business units
- 6. Train system administrators on system usage

Out of Scope:

- 1. Guide data entry for remaining business units
- 2. Guide data auditing for remaining business units
- 3. End-user training beyond system administrator training
- 4. Develop policy and procedure documentation

Milestone 1 Total	\$9,168.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION B: Milestone #2 – Facility Reservation Module Go-Live

Description: This milestone will involve the successful testing and “go-live” of the Facility Reservation module. “Go-live” is defined as having the module operational on at least one workstation in the City of Denver’s environment, taking live transactions from the public.

Tasks:

1. “Refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes
2. Testing and training on front desk transactions, hands-on training in simple reservations, repeated reservations, quick reservations, permit functions and modifying permits
3. Deployment of Facility Reservation module in a production environment

Milestone 2 Total	\$18,336.00
--------------------------	--------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION D: Milestone #3 – Online Facility Reservation Configuration

Description: This milestone will involve the configuration and testing of the Online Facility Reservation module. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Tasks:

In Scope:

1. Set online configuration settings
2. Guide facility data entry for 5 business units
3. Guide data audit for 5 business units
4. Develop data entry process for remaining business units
5. Develop data audit process for remaining business units
6. Train system administrators on system usage

Out of Scope:

1. Guide data entry for remaining business units
2. Guide data auditing for remaining business units
3. End-user training beyond system administrator training
4. Develop policy and procedure documentation

Milestone 3 Total	\$4,584.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION F: Milestone #4 – Online Facility Reservation Go-Live

Description: This milestone will involve the successful deployment and “go-live” of the Online Facility Reservation module. “Go-live” is defined as being able to successfully take online payments through the City of Denver’s website.

Tasks

1. Provide support for the first day that the City is “live” with the module in a production environment
2. Ensure that the City is comfortable in the real-world setting and that this comfort level is maintained throughout the first two days in the production environment

Milestone 4 Total	\$9,168.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

 City of Denver Representative Date

 ACTIVE Project Manager Date

SECTION G: Milestone #5 – Facility Reservation Final Acceptance

Description: This milestone will involve coordination of a final project meeting between the City and ACTIVE within 10 business days after completion of Milestone #4 to review the results of the deployment of the Facility Reservation module.

Tasks

1. Provide feedback, support and/or, if applicable, in response to any reported system errors

Milestone 5 Total	\$4,584.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION H: Milestone #6 – Activity Registration and Membership Management Module Configuration

Description: This milestone will involve the configuration and setup of the Activity Registration and Membership Management modules. Functionality shall include activity and program registration. In the Activity Registration module, the City of Denver will have the ability to manage all activities, events, and program registrations. Functionality for the Membership Management module shall include the ability to process membership sales, create photo identification cards, manage passes, and track usage statistics from a centralized system. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for 5 business units
3. Guide data audit for 5 business units
4. Develop data entry process for remaining business units
5. Develop data audit process for remaining business units
6. Train system administrators on system usage

Out of Scope:

1. Guide data entry for remaining business units
2. Guide data auditing for remaining business units
3. End-user training beyond system administrator training
4. Develop policy and procedure documentation

Milestone 6 Total	\$9,168.00
--------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION I: Milestone #7 – Activity Registration and Membership Management Module Go-Live

Description: This milestone will involve the successful testing and “go-live” of the Activity Registration and Membership Management modules. “Go-live” is defined as having the modules operational on at least one workstation in the City of Denver’s environment, taking live transactions from the public.

Tasks:

1. “Refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes
2. Testing and training on front desk transactions, hands-on training in simple enrollments, waitlist enrollments, refunds / withdrawals, transfers, voiding receipts, receipt management, attendance tracking and customer / team management
3. Testing and training on front desk transactions, hands-on training in membership sales, refunds / withdrawals, transfers, voiding receipts, receipt management, renewals, membership management, pass production, pass validation and reports
4. Completion of training in activity registrations and membership management and examination of registration and membership reports
5. Deployment of Activity Registration and Membership Management modules in a production environment

Milestone 7 Total	\$18,336.00
--------------------------	--------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION J: Milestone #8 – Online Activity Registration and Membership Management Configuration

Description: This milestone will involve the configuration and testing of the Online Activity Registration and Membership Management modules. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for 5 business units
3. Guide data audit for 5 business units
4. Develop data entry process for remaining business units
5. Develop data audit process for remaining business units
6. Train system administrators on system usage

Out of Scope:

5. Guide data entry for remaining business units
6. Guide data auditing for remaining business units
7. End-user training beyond system administrator training
8. Develop policy and procedure documentation

Milestone 8 Total	\$4,584.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION K: Milestone #9 – Online Activity Registration and Membership Management Go-Live

Description: This milestone will involve the successful deployment and “go-live” of the Online Activity Registration and Membership Management modules. “Go-live” is defined as being able to successfully take online payments through the City of Denver’s website.

Tasks

1. Provide support for the first day that the City is “live” with the Activity Registration and Membership Management modules in a production environment
2. Ensure that the City is comfortable in the real-world setting and that this comfort level is maintained throughout the first two days in the production environment

Milestone 9 Total	\$9,168.00
--------------------------	------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION L: Milestone #10 – Activity Registration and Membership Management Modules Final Acceptance

Description: This milestone will involve coordination of a final project meeting between the City and ACTIVE within 10 business days after completion of Milestone #9 to review the results of the deployment of the Activity Registration and Membership Management modules.

Tasks

1. Provide feedback, support and/or, if applicable, in response to any reported system errors

Milestone 10 Total	\$4,584.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION M: Milestone #11 – Community Recreation Configuration

Description: This milestone will involve the configuration and setup of the Flexible Registration module for Community Recreation. Functionality shall include program registration. In this module, the City of Denver will have the ability to manage all flexible program registrations. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for 5 business units
3. Guide data audit for 5 business units
4. Develop data entry process for remaining business units
5. Develop data audit process for remaining business units
6. Train system administrators on system usage

Out of Scope:

1. Guide data entry for remaining business units
2. Guide data auditing for remaining business units
3. End-user training beyond system administrator training
4. Develop policy and procedure documentation

Milestone 11 Total	\$3,056.00
---------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION N: Milestone #12 – Community Recreation Go-Live

Description: This milestone will involve the successful testing and “go-live” of the Flexible Registration module for Community Recreation. “Go-live” is defined as having the module operational on at least one workstation in the City of Denver’s environment, taking live transactions from the public.

Tasks:

1. “Refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes
2. Testing and training on front desk transactions, hands-on training in Flexible Registration enrollments, enrollment modifications, waitlist enrollments, refunds / withdrawals, payment options and applicable reports
3. Deployment of Flexible Registration module in a production environment

Milestone 12 Total	\$6,112.00
---------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION O: Milestone #13 – Online Community Recreation Configuration

Description: This milestone will involve the configuration and testing for Online Community Recreation. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for 5 business units
3. Guide data audit for 5 business units
4. Develop data entry process for remaining business units
5. Develop data audit process for remaining business units
6. Train system administrators on system usage

Out of Scope:

1. Guide data entry for remaining business units
2. Guide data auditing for remaining business units
3. End-user training beyond system administrator training
4. Develop policy and procedure documentation

Milestone 8 Total	\$1,528.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

 City of Denver Representative Date

 ACTIVE Project Manager Date

SECTION P: Milestone #14 – Online Community Recreation Go-Live

Description: This milestone will involve the successful deployment and Online “go-live” for Community Recreation. “Go-live” is defined as being able to successfully take online payments through the City of Denver’s website.

Tasks

1. Provide support for the first day that Community Recreation is “live” with the Registration module in a production environment
2. Ensure that the City is comfortable in the real-world setting and that this comfort level is maintained throughout the first two days in the production environment

Milestone 14 Total	\$3,056.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION Q: Milestone #15 – Community Recreation Final Acceptance

Description: This milestone will involve coordination of a final project meeting between the City and ACTIVE within 10 business days after completion of Milestone #14 to review the results of the deployment of Community Recreation.

Tasks

1. Provide feedback, support and/or, if applicable, in response to any reported system errors

Milestone 15 Total	\$1,528.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION R: Milestone #16 – League Scheduling Configuration and General Settings

Description: This milestone will involve the configuration and setup of the League Scheduling module. Functionality shall include Active's automated recreation league management software solution. In this module, the City of Denver will have the ability to manage individual and team leagues, tournaments, and round-robins. It supports full integration with Activity Registration and Facility Reservation to prevent duplicate entries and scheduling conflicts. Configuration will

be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for 5 business units
3. Guide data audit for 5 business units
4. Develop data entry process for remaining business units
5. Develop data audit process for remaining business units
6. Train system administrators on system usage

Out of Scope:

1. Guide data entry for remaining business units
2. Guide data auditing for remaining business units
3. End-user training beyond system administrator training
4. Develop policy and procedure documentation

Milestone 16 Total	\$3,056.00
---------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION T: Milestone #17 – League Scheduling Module Go-Live

Description: This milestone will involve the successful testing and “go-live” of the League Scheduling module. “Go-live” is defined as having the module operational on at least one workstation in the City of Denver’s environment, taking live transactions from the public.

Tasks:

1. “Refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes
2. Testing and training on front desk transactions, hands-on training in league registrations, refunds / withdrawals, team management, entering of scores and applicable reports
3. Deployment of League Scheduling module in a production environment

Milestone 17 Total	\$6,112.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION U: Milestone #18 – Online League Scheduling Configuration

Description: This milestone will involve the configuration and testing of the Online League Scheduling module. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for 5 business units
3. Guide data audit for 5 business units
4. Develop data entry process for remaining business units
5. Develop data audit process for remaining business units
6. Train system administrators on system usage

Out of Scope:

1. Guide data entry for remaining business units
2. Guide data auditing for remaining business units
3. End-user training beyond system administrator training
4. Develop policy and procedure documentation

Milestone 18 Total	\$1,528.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION V: Milestone #19 – Online League Scheduling Go-Live

Description: This milestone will involve the successful deployment and “go-live” of the Online League Scheduling. “Go-live” is defined as being able to successfully take online payments through the City of Denver’s website.

Tasks

1. Provide support for the first day that the City is “live” with the League Scheduling in a production environment
2. Ensure that the City is comfortable in the real-world setting and that this comfort level is maintained throughout the first two days in the production environment

Milestone 19 Total	\$3,056
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager

Date

SECTION W: Milestone #20 – League Scheduling Module Final Acceptance

Description: This milestone will involve coordination of a final project meeting between the City and ACTIVE within 10 business days after completion of Milestone #19 to review the results of the deployment of the League Scheduling module.

Tasks

1. Provide feedback, support and/or, if applicable, in response to any reported system errors

Milestone 20 Total	\$1,528.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION X: Milestone #21 – Outdoor Pools Configuration

Description: This milestone will involve the configuration and setup of the primary module for Outdoor Pools. Configuration will be limited to the entry and auditing of 5 business units, which are defined as “centers” in ACTIVEnet.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

5. Set system configuration settings
 1. Guide facility data entry for 5 business units
 2. Guide data audit for 5 business units
 3. Develop data entry process for remaining business units

4. Develop data audit process for remaining business units
5. Train system administrators on system usage

Out of Scope:

1. Guide data entry for remaining business units
3. Guide data auditing for remaining business units
4. End-user training beyond system administrator training
5. Develop policy and procedure documentation

Milestone 21 Total	\$4,584.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION Y: Milestone #22 – Outdoor Pools Go-Live

Description: This milestone will involve the successful testing and “go-live” of the primary module for Outdoor Pools. “Go-live” is defined as having the module operational on at least one workstation in the City of Denver’s environment, taking live transactions from the public.

Tasks:

1. “Refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes
2. Testing and training on front desk transactions, hands-on training in the primary module for enrollments, enrollment modifications, waitlist enrollments, refunds / withdrawals, payment options and applicable reports
3. Deployment of primary module in a production environment

Milestone 22 Total	\$9,168.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative _____ Date

ACTIVE Project Manager _____ Date

SECTION Z: Milestone #23 – Outdoor Pools Final Acceptance

Description: This milestone will involve coordination of a final project meeting between the City and ACTIVE within 10 business days after completion of Milestone #22 to review the results of the deployment of Outdoor Pools.

Tasks

1. Provide feedback, support and/or, if applicable, in response to any reported system errors

Milestone 23 Total	\$1,528.00
---------------------------	------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative _____ Date

ACTIVE Project Manager _____ Date

SECTION AA: Milestone #24 – Buffalo Bill Museum Configuration

Description: This milestone will involve the configuration and setup of the primary module for Buffalo Bill Museum.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for Buffalo Bill Museum

3. Guide data audit for Buffalo Bill Museum
4. Train system administrators on system usage

Out of Scope:

1. End-user training beyond system administrator training
2. Develop policy and procedure documentation

Milestone 24 Total	\$2,292.00
---------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION BB: Milestone #25 – Buffalo Bill Museum Go-Live

Description: This milestone will involve the successful testing and “go-live” of the primary module for Buffalo Bill Museum. “Go-live” is defined as having the module operational on at least one workstation in the City of Denver’s environment, taking live transactions from the public.

Tasks:

1. “Refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes
2. Testing and training on front desk transactions, hands-on training in the primary module for enrollments, enrollment modifications, waitlist enrollments, refunds / withdrawals, payment options and applicable reports
3. Deployment of primary module in a production environment

Milestone 25 Total	\$4,584.00
---------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION CC: Milestone #26 – Buffalo Bill Museum Final Acceptance

Description: This milestone will involve coordination of a final project meeting between the City and ACTIVE within 10 business days after completion of Milestone #25 to review the results of the deployment of Buffalo Bill Museum.

Tasks

1. Provide feedback, support and/or, if applicable, in response to any reported system errors

Milestone 26 Total	\$764.00
---------------------------	-----------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION DD: Milestone #27 – Chief Hosa Campground Configuration

Description: This milestone will involve the configuration and setup of the Facility Reservation module for Chief Hosa Campground.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for Chief Hosa Campground
3. Guide data audit for Chief Hosa Campground

4. Train system administrators on system usage

Out of Scope:

1. End-user training beyond system administrator training
2. Develop policy and procedure documentation

Milestone 27 Total	\$1,528.00
---------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION EE: Milestone #28 – Chief Hosa Campground Go-Live

Description: This milestone will involve the successful testing and “go-live” of the Facility Reservation module for the Chief Hosa Campground. “Go-live” is defined as having the module operational on at least one workstation in the City of Denver’s environment, taking live transactions from the public.

Tasks:

1. “Refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes
2. Testing and training on front desk transactions, hands-on training in simple reservations, repeated reservations, quick reservations, permit functions and modifying permits
3. Deployment of Facility Reservation module in a production environment

Milestone 28 Total	\$3,056.00
---------------------------	-------------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager

Date

SECTION FF: Milestone #29 – Online Chief Hosa Campground Configuration

Description: This milestone will involve the configuration and testing of the Online Facility Reservation module for the Chief Hosa Campground.

Objectives:

1. Configure the software in accordance with decisions made during planning
2. Empower system administrators to understand and interact with configuration controls

Tasks:

In Scope:

1. Set system configuration settings
2. Guide facility data entry for Chief Hosa Campground
3. Guide data audit for Chief Hosa Campground
4. Train system administrators on system usage

Out of Scope:

1. End-user training beyond system administrator training
2. Develop policy and procedure documentation

Milestone 29 Total	\$764.00
---------------------------	-----------------

The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative

Date

ACTIVE Project Manager

Date

SECTION GG: Milestone #30 – Online Chief Hosa Campground Go-Live

Description: This milestone will involve the successful deployment and “go-live” of the Online Facility Reservation module. “Go-live” is defined as being able to successfully take online payments through the City of Denver’s website.

Tasks

1. Provide support for the first day that the City is “live” with the module in a production environment
2. Ensure that the City is comfortable in the real-world setting and that this comfort level is maintained throughout the first two days in the production environment

Milestone 30 Total	\$1,528.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

ACTIVE Project Manager Date

SECTION HH: Milestone #31 – Chief Hosa Campground Final Acceptance

Description: This milestone will involve coordination of a final project meeting between the City and ACTIVE within 10 business days after completion of Milestone #30 to review the results of the deployment of the Facility Reservation module.

Tasks

1. Provide feedback, support and/or, if applicable, in response to any reported system errors

Milestone 31 Total	\$764.00
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The above Milestone has been reviewed by the City of Denver and meets the objectives for payment to ACTIVE.

City of Denver Representative Date

SECTION II: Sample Service Agenda

The following are sample service agendas for the ACTIVEnet modules that the City of Denver has purchased. These samples will be scaled and fine-tuned to meet the project needs of the City of Denver. Specific agendas and related dates will be established following initial project planning meetings.

II.1 Day 1: Project Launch and General Settings Configuration

TIME	TASK	RESOURCES
8:30 - 9:30	Project Launch Meeting <ul style="list-style-type: none"> ▪ General participant introductions, review of project flow, scope, requirements, expectations and potential risks ▪ Establishment of break times and the overall agenda 	Project Team, IT Representative(s), Financial Representative(s)
9:30 - 11:30	Introduction to ACTIVE Net <ul style="list-style-type: none"> ▪ Demonstration of implemented modules from the end-user perspective, including an interface tour, a preview of applicable transactions, the reports interface and Public Access 	Project Team, IT Representative(s), Financial Representative(s)
11:30 - 12:00	Workstation Setup <ul style="list-style-type: none"> ▪ Confirmation of ACTIVE Net setup, Internet connectivity, Java installation and desktop shortcuts 	ACTIVE Net System Administrator(s), IT Representative(s)
12:00 - 1:00	Lunch	
1:00 - 4:00	General Settings Configuration <ul style="list-style-type: none"> ▪ Discussion will focus on determining customer profiles, standard transactions, business locations, reporting needs and financial procedures ▪ Tasks will involve an introduction to the Startup Checklist and entry of general system settings, financial settings, business sites, GL accounts, customer types, address variables and marketing variables 	Project Team, Financial Representative(s)
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day 	Project Team

II.2 Day 2: Facility Reservation Configuration

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> ▪ Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Facility Reservation Configuration <ul style="list-style-type: none"> ▪ Discussion will focus on reserved facilities, reservation fee structure, reservation approval processes and existing reservation documentation ▪ Tasks will involve entry of centers, facility types, facility groups, and amenities 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Facility Reservation Configuration (Continued) <ul style="list-style-type: none"> ▪ Tasks will involve entry of centers, facilities, facility relationships, and charge templates as well as creation of a facility charge matrix 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day 	Project Team

II.3 Day 3: Facility Reservation Configuration

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Facility Reservation Testing <ul style="list-style-type: none"> Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Facility Reservation Configuration (Continued) <ul style="list-style-type: none"> Tasks will involve completion of facility data entry Discussion will focus on policy changes as they pertain to ACTIVE Net and documentation of changes 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.4 Day 4: Facility Reservation Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Facility Reservation Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in simple reservations, repeated reservations, quick reservations, permit functions and modifying permits 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Facility Reservation Training (Continued) <ul style="list-style-type: none"> Tasks will involve completion of training in facility reservations and examination of reservation reports If applicable, training may be undertaken in facility services as offered through Public Access 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.5 Day 5: Activity Registration Configuration

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Activity Registration Configuration <ul style="list-style-type: none"> Discussion will focus on registered-for activities, activity organization, activity fee structure and existing registration documentation Tasks will involve entry of registration settings, GL accounts, charge/discount templates, activity categories, custom questions and checklist items 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Activity Registration Configuration (Continued) <ul style="list-style-type: none"> Tasks will involve development of an activity numbering scheme and entry of instructors, supervisors, activities and Public Access details 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.6 Day 6: Activity Registration Configuration

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Activity Registration Testing <ul style="list-style-type: none"> Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Activity Registration Configuration (Continued) <ul style="list-style-type: none"> Tasks will involve completion of activity data entry Discussion will focus on policy changes as they pertain to ACTIVE Net and documentation of changes 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.7 Day 7: Activity Registration Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Activity Registration Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in simple enrollments, waitlist enrollments, refunds / withdrawals, transfers, voiding receipts, receipt management, attendance tracking and customer / team management 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Activity Registration Training (Continued) <ul style="list-style-type: none"> Tasks will involve completion of training in activity registrations and examination of registration reports If applicable, training may be undertaken in activity registration services as offered through Public Access 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.8 Day 8: Enhanced Customer View Training and Resource Scheduler Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 10:00	Enhanced Customer View Configuration <ul style="list-style-type: none"> Selection and arrangement of drag and drop widget utilities Configure ECV User Interface, enhanced customer application settings, general settings, display settings and layout Customize display fields and edit filter options 	Key End-Users, ACTIVE Net System Administrator(s)
9:00 - 12:00	Enhanced Customer View End-User Training <ul style="list-style-type: none"> Tasks will involve entering customers, viewing customer records to include detail, family, history, account balances, etc. Hands-on training in editing customer records, activity and FlexReg enrollments 	Key End-Users, ACTIVE Net System Administrator(s)
12:00 - 1:00	Lunch	
1:00 - 1:30	Resource Scheduler Configuration <ul style="list-style-type: none"> Configure Resource Scheduler general settings, display settings and layout 	Key End-Users, ACTIVE Net System Administrator(s)
1:30 - 4:00	Resource Scheduler End-User Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in 	Key End-Users, ACTIVE Net System

	simple reservations, repeated reservations, and quick reservations utilizing the Resource Scheduler	Administrator(s)
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day 	Project Team

II.9 Day 9: Membership Registration Configuration

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> ▪ Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Membership Registration Configuration <ul style="list-style-type: none"> ▪ Discussion will focus on available memberships, membership organization, membership fee structure and existing membership documentation ▪ Tasks will involve entry of membership settings, membership types, entry points, pass layouts and membership hardware 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Membership Registration Configuration (Continued) <ul style="list-style-type: none"> ▪ Tasks will involve completion of membership entry including GL accounts, charges / discounts and membership packages 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day 	Project Team

II.10 Day 10: Membership Registration Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> ▪ Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Membership Registration Testing <ul style="list-style-type: none"> ▪ Tasks will involve a "refresh" of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Membership Registration Training <ul style="list-style-type: none"> ▪ Tasks will involve front desk transactions, hands-on training in membership sales, refunds / withdrawals, transfers, voiding receipts, receipt management, renewals, membership management, pass production, pass validation and reports ▪ If applicable, training may be undertaken in memberships issued through Public Access 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day 	Project Team

II.11 Day 11: Point of Sale Configuration and Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> ▪ Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Point of Sale Configuration <ul style="list-style-type: none"> ▪ Discussion will focus on saleable items and services, item / service organization, item / service fee structure and existing POS systems ▪ Tasks will involve entry of product departments, classes, sub-classes, GL accounts, products, charges/discounts, POS layouts/buttons, POS workstations and applicable POS hardware 	ACTIVE Net System Administrator(s), Key End Users
12:00 - 1:00	Lunch	

1:00 - 2:00	Point of Sale Testing <ul style="list-style-type: none"> Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes 	ACTIVE Net System Administrator(s), Key End Users
2:00 - 4:00	Point of Sale Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in POS sales, refunds, tender options and end-of-day practices including overages/shortages and POS reports If applicable, training may be undertaken in POS coupon services as offered through Public Access 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.12 Day 12: Flexible Registration Configuration

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ActiveNet System Administrator(s)
9:00 - 12:00	Flexible Registration Configuration <ul style="list-style-type: none"> Discussion will focus on available Flexible Registration programs, program organization, fee structure and existing documentation Tasks will involve entry of Flexible Registration settings, sessions, GL accounts, charges/discounts and programs 	ActiveNet System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Flexible Registration Configuration (Continued) <ul style="list-style-type: none"> Tasks will involve completion of Flexible Registration entry including program wrap-up, and examination of Public Access options 	ActiveNet System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.13 Day 13: Flexible Registration Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ActiveNet System Administrator(s)
9:00 - 12:00	Flexible Registration Testing <ul style="list-style-type: none"> Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes 	ActiveNet System Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 4:00	Flexible Registration Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in Flexible Registration enrollments, enrollment modifications, waitlist enrollments, refunds / withdrawals, payment options and applicable reports 	ActiveNet System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day 	Project Team

II.14 Day 14: League Scheduling Configuration and Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	League Scheduling Configuration	ACTIVE Net System

	<ul style="list-style-type: none"> ▪ Discussion will focus on league organization, league fee structure and existing league documentation ▪ Tasks will involve entry of league settings, GL accounts, charge/discount templates, activity categories, custom questions, checklist items, league types, leagues, tournaments and schedules 	Administrator(s), Key End Users
12:00 - 1:00	Lunch	
1:00 - 2:00	League Scheduling Testing <ul style="list-style-type: none"> ▪ Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes 	ACTIVE Net System Administrator(s), Key End Users
2:00 - 4:00	League Scheduling Training <ul style="list-style-type: none"> ▪ Tasks will involve front desk transactions, hands-on training in league registrations, refunds / withdrawals, team management, entering of scores and applicable reports ▪ If applicable, training may be undertaken in league services as offered through Public Access 	ACTIVE Net System Administrator(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day 	Project Team

II.15 Day 15: Public Access Configuration and Training

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> ▪ Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 12:00	Public Access Configuration <ul style="list-style-type: none"> ▪ Discussion will focus on available Public Access services, registration goals, customization needs and marketing plans ▪ Tasks will involve entry of introduction page information and image button preferences, uploading of images and extra details, customization of FAQ content, setup of online permissions and finalization of text and color content 	Project Team, Web Master(s)
12:00 - 1:00	Lunch	
1:00 - 2:00	Public Access Testing <ul style="list-style-type: none"> ▪ Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes 	Project Team, Web Master(s)
2:00 - 4:00	Public Access Training <ul style="list-style-type: none"> ▪ Tasks will involve hands-on training in registrations and reservations, searching for information, account management tools and troubleshooting techniques ▪ Additional tasks will involve examination of applicable marketing tools, including lists, email campaigns and applicable reports as well as managing public perception 	Project Team, Web Master(s), Key End Users
4:00 - 4:30	End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day 	Project Team

II.16 Day 16: System Administrator Training and Project Wrap-Up

TIME	TASK	RESOURCES
8:30 - 9:00	Outstanding Issues Meeting <ul style="list-style-type: none"> ▪ Wrap-up of outstanding items from previous day 	ACTIVE Net System Administrator(s)
9:00 - 10:00	Startup Checklist Review <ul style="list-style-type: none"> ▪ Tasks will involve confirmation and completion of all remaining items including general settings, financial settings, Public Access settings and establishment of passwords, permissions and other security settings in preparation for live use 	Key End-Users, ACTIVE Net System Administrator(s)
9:00 - 12:00	System Administrator Training (Continued)	Key End-Users,

	<ul style="list-style-type: none"> ▪ Tasks will involve training in population management including customer types, customer account data fields, customer consolidation as well as applicable reports ▪ Additional tasks will involve review of pertinent reports and marketing tools, including data exports and email/mail merges 	ACTIVE Net System Administrator(s)
12:00 - 1:00	Lunch	
1:00 - 3:30	System Administrator Training (Continued) <ul style="list-style-type: none"> ▪ Tasks will involve training in financial management including journal entries, journal transfers, expenses, payments on account, debiting accounts and the credit card log ▪ Additional tasks will involve examination of daily, weekly, monthly and yearly procedures necessary in maintaining the ACTIVE Net system data 	Project Team including Finance Representative(s)
3:30 - 4:30	Project Wrap-Up Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Discussion will focus on policy changes as they pertain to ACTIVE Net and documentation of changes ▪ Review of completed events and expectations for the future 	Project Team, IT Representative(s), Financial Representative(s)

SECTION JJ: Out of Scope

Only products and services specifically defined in the contract will be considered within project scope

JJ.1 Assumptions

- ACTIVE will apply industry practices and reasonable effort to complete installation, configuration, testing, and training in a timeframe as mutually agreed by your organization and Active. The parties in an effort to achieve this goal will establish Critical Path Milestone dates (CPM) for the project. Final critical milestone dates and a detailed project plan will be established following the Business Process Review.
- Your organization will assign the below project roles and those individuals will be available as needed by the project schedule:
 - **Project Sponsor** – engage stakeholders, ensure buy-in from top-down
 - **Project Manager** – coordinate with the ACTIVE Network Project Manager, procure resources, manage scope, schedule, quality and risk mitigation
 - **System Administrator(s)** – manage, maintain and support the ACTIVEnet system, train end-users on an ongoing basis
 - **Technical Representative(s)** – This individual should be available “on call” during the lifespan of the software to assist with internet connectivity, database management, ACTIVEnet website upgrades, workstation and peripheral installations
 - **Financial Representative(s)** – It is important to ensure that a designated Financial Representative is in place to monitor ACTIVEnet Accounting functionality. A selection of reports are available within ACTIVEnet for this purpose and they should be reviewed on a daily, weekly and/or monthly basis by the selected individual to ensure that end users are performing transactions correctly, that the ACTIVEnet System Administrator has setup the system according to your organizations needs, and that the financial data within ACTIVEnet is accurate and pertinent

- It is assumed that the above-noted staff from the City will be aware of, committed to and engaged in Project activities as required by the Project Plan. It is also assumed that the above-noted staff will bear all appropriate competencies necessary for their respective roles.
- Your organization will effectively lead project-related change management activities (creating materials and facilitating workshops)
- Your organization will provide the resources necessary to deliver implementation services (i.e. training room, internet access, computers, whiteboard)
- Your organization will perform work associated with each task within the allocated timeframe

JJ.2 Constraints

- Implementation services are limited to the hours defined in the contract. Services may be purchased or withdrawn (not to be billed) as project needs dictate
- The availability of Active resources for the execution of Project activities will be governed by the following factors:
 - Project management, consulting and technical resources will be available between 6AM PST and 6PM PST
 - Times need to be defined 4 weeks in advance of engagement dates unless otherwise specified
 - Services delivery will be conducted and billed in 8 hour time blocks
 - Professional services must generally be booked 6 weeks in advance of engagement dates unless otherwise specified and are subject to availability
 - Due to partial office closure, Active resources will not be available for project work between December 15 and 31
- Implementation services are subject to our cancellation policy. Active Network requires that cancellation or rescheduling requests be submitted twenty-eight full calendar days prior to engagements. This provides sufficient time for resources to be allocated to alternative billable projects.

SECTION KK: Control Process

KK.1 Change Control

In order to assess and evaluate the impacts of changes, (as defined by the contract and as specified in the Statement of Work by and between ACTIVE Network, Inc. and the City) a predefined process shall be followed to ensure that both parties acknowledge and agree before any work related to the change proceeds. The purpose of this procedure/process is to:

- Assess the impact of scope changes on project schedules, resources, and pricing
- Provide a formal vehicle for approval to proceed with any changes for this SOW
- Establish the impact of all change requests
- Provide a project audit record of all changes to the original SOW

The following details the business rules, process, and exceptions (if any), and outcomes:

1. All changes shall be documented using the Change Request Form set forth in this SOW.

2. The City and ACTIVE shall work in good faith to diligently document the potential change and it's potential impacts on schedule, resources, and pricing as related to this SOW.
3. Once the change is identified and documented, the Change Request Form shall be presented to the City for review and approval.
4. If the change is approved by the steering committee, the City will modify any underlying legal documents (i.e. This SOW) as/if necessary before ACTIVE proceeds.
5. If the change is rejected by the City, both Parties will complete their respective obligations as set forth in this SOW.

SECTION LL:

LL.1 Change Request Form

Change Request Form

Change Request Number:	Initiated by:	Date:
Description of Change:		More details attached: <input type="checkbox"/> Yes <input type="checkbox"/> No

Impact if Change is not Incorporated:	More details attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------------	---

Alternatives:	More details attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------	---

Proposed Change Type (Check one :)

<input type="checkbox"/> Problem/Not following plan	<input type="checkbox"/> Improvement	<input type="checkbox"/> Change in Environment
<input type="checkbox"/> Scope	<input type="checkbox"/> Other (Explain :)	

Documents and Deliverables (Check all that apply :)

<input type="checkbox"/> Contract Agreement	<input type="checkbox"/> Payment Schedule	<input type="checkbox"/> Delivery Schedule
<input type="checkbox"/> Project Plan	<input type="checkbox"/> Quality Plan	<input type="checkbox"/> Work Plan
<input type="checkbox"/> Functional Spec	<input type="checkbox"/> Acceptance Spec	<input type="checkbox"/> Purchase Order
<input type="checkbox"/> Solution Component:		

For Full Evaluation:

Cost to Evaluate: hours	Approved for Evaluation:
Recommended Evaluator:	<input type="checkbox"/> Notified (When?)
Cost to Implement	Estimate prepared by:
Impact Summary: (Baseline, Functional, Cost, Resource, Schedule)	More details attached: <input type="checkbox"/> Yes <input type="checkbox"/> No

Decision: Approved Rejected Deferred Until (Date :)

Customer Project Manager:	Signed:
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PS Consultant:	Signed:
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Apply to Project Plan Revision:	Applied by:	Completion Date:
Close Date:		

Acceptance Certificate

Client:

Project:

Initiated By:

Date:

Milestone Reference:

- Type: Proposal
 Plan
 Specification
 Form
 Manual
 Milestone

Description:

<Include a value associated with the milestone>

The above _____ has been reviewed by the <Client> and fully meets the objectives expressed by the <Client> and passes the acceptance criteria specified by <Client> in the Statement of Work (SOW).

<Client> Representative

Date

<Client> Project Manager

Date

Active Network Project Manager

Date

Description	On-Site or Remote	Implementation Service Days	Service Hours	Hourly Unit Rate	Extended Cost
INITIATION SERVICES					
Project Planning	Remote	10	80	\$100	\$8,000
Needs Analysis (2 resources)	On-Site	10	80	\$175	\$14,000
Business Process Review	On-Site	15	120	\$175	\$21,000
Business Process Engineering	Remote	2	16	\$175	\$2,800
Risk Assessment	Remote	2	16	\$175	\$2,800
Accounting Assessment	Remote	1	8	\$175	\$1,400
Project Management	Remote	15	120	\$175	\$21,000
TRAINING AND IMPLEMENTATION					
New Site Setup	Remote	1	8	\$100	\$800
General Settings	On-Site	1	8	\$100	\$800
Activity Registration (incl. Advanced Functionality)	On-Site	4	40	\$100	\$4,000
FlexReg (DayCare)	Remote	3	24	\$100	\$2,400
Facility Reservation (including Advanced Functionality)	On-Site	4	40	\$100	\$4,000
Resource Scheduler (includes Equipment Lending, Interactive Maps and Lockers)	On-Site	3	24	\$100	\$2,400
Membership Management	On-Site	3	24	\$100	\$2,400
League Scheduling	On-Site	2	32	\$100	\$3,200
Point of Sale (including Touch-Screen/Inventory)	On-Site	2	32	\$100	\$3,200
Reports	On-Site	3	24	\$100	\$2,400
Public Access (Registration, Facility Availability, Membership Renewal, etc.)	Remote	3	24	\$100	\$2,400
CRM Center Interface	On-Site	1	8	\$100	\$800
TECHNICAL, CONVERSION AND INTEGRATION SERVICES					
Financial Export	Remote	2	16	\$175	\$2,800
Customer Import	Remote	4	32	\$175	\$5,600
Training Development	Remote	4	32	\$175	\$5,600
DOCUMENTATION					
Project Documentation	Remote	15	120	\$100	\$12,000
Process Documentation	Remote	5	40	\$100	\$4,000

PROJECT WRAP-UP SERVICES					
Go-Live Support	On-Site	2	16	\$175	\$2,800
ON-SITE SERVICE FEES					

TAN charges a flat daily fee for all onsite service delivery. This fee covers all transportation costs, lodging, food, per diem, etc. The reason for charging a flat rate per day is due to the increased service quality and value associated with having a senior consulting resource onsite and the dedicated nature of the engagement. In addition, there are increased soft/hard costs to TAN associated with travel and travel time which pulls the consulting resource away from other tasks that could be performed concurrently if they were not travelling.

Airfare has been for 10 trips with a “Not to Exceed” price of \$10,000. The City will reimburse the actual cost of airfare and not the \$10,000 upon prior approval of the actual cost.

Description	Implementation Service Days	Service Hours	Hourly Unit Rate	Extended Cost
Daily Onsite Fee (hotel, per diem, car rental, etc.)	50	-	\$500	\$25,000
Airfare (10 Trips) – Estimated Cost Only	-	-	-	\$10,000
TOTALS	-	-	-	\$35,000

SERVICES COST SUMMARY

The following table summarizes all detailed Professional Services costs provided above:

Description	Extended Cost
Initiation Services	\$71,000
Training and Implementation	\$28,800
Technical, Conversion and Integration Services	\$14,000
Documentation	\$16,000
Project Wrap-Up Services	\$2,800
Daily Onsite Fee	\$25,000
Airfare Estimate (4 Trips)	\$10,000
TOTALS	\$167,600

EXHIBIT 3
SUPPORT AND MAINTENANCE HANDBOOK

Annual Support and Maintenance

The following supplies and services are included in support and maintenance:

- Unlimited technical support between 6:00 a.m. and 6:00 p.m. Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (<http://support.theactivenetwork.com>)
- Unlimited phone support for system down issues on a **24 hours x 7 days a week** basis, provided that:
 - Site has remote access and Internet email capability for extended support hours
 - Support calls placed during extended support hours must be placed by an authorized contact person whom the City shall designate. The City will make reasonable efforts to restrict City staff placing support calls during extended support hours to either City Help Desk personnel or City's system administrator(s) for the ActiveNet solution. City Help Desk personnel will identify themselves as such and the City will provide TAN the name(s) of the system administrator(s) in writing. If the above personnel are not available, TAN will accept extended support hour calls from other City staff as needed.
 - Support calls during extended support hours are for 'system down' problems that result in a customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals, payments and other primary business processes) and that have no reasonable work-around available to the user at that time as determined by the extended hours customer support person and the authorized contact person. If it is determined that the call does not rise to the level of 'system down' by TAN support and the authorized contact person, TAN shall immediately address the issue at the next available unlimited technical support period.
- Access to TAN's secure customer care web portal and online training materials
- Regular documentation and communication
 - To include but not limited to:
 - Release notes
 - User guides
 - Administrator guide
 - Online tutorials

The following supplies and services are included in support and maintenance for hosted customers:

- Installation of new software releases
- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by highly skilled personnel using an extensive series of automated probes from multiple locations
- Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time

- Service agreements between TAN and critical vendors essential to the continuing successful operation of the hosted environment
- Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service
- Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. TAN may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

Exhibit 2.1
REQUIREMENTS

ActiveNet Requirements Included in SOW

Permitting

#	Req #	Description
1	1.1	Ability to rent out all facilities at all Denver parks.
2	1.2	Ability to support recurring rentals of facilities.
3	1.3	Ability to associate fees to a permit.
4	1.4	Ability to apply defined rates for specific campsites in specific campgrounds to a reservation.
5	1.5	Ability to record that insurance documentation related to a permit has been collected.
6	1.6	Ability to record that waiver documentation related to a permit has been collected.
7	1.7	Ability to record that security agreement documentation related to a permit has been collected.
8	1.8	Ability to record that portable toilet agreement documentation related to a permit has been collected.
9	1.9	Ability to record that trash removal agreement documentation related to a permit has been collected.
10	1.10	Ability to record that parking agreement documentation related to a permit has been collected.
11	1.11	Ability to record that site diagrams related to a permit have been collected.
12	1.12	Ability to record that race course diagrams related to a permit have been collected.
13	1.13	Ability to record that vendor lists related to a permit have been collected.
14	1.14	Ability to turn on/off the recording of the collection of documentation related to a permit for a specific event.
15	1.15	Ability to disallow a permit to be generated if any of the required documentation for that permit is missing.
16	1.16	Ability to store documents related to a permit electronically.
17	1.17	Ability to associate electronically stored documents to a permit.
18	1.18	Ability to display required documentation associated to a venue rental.
19	1.19	Ability to schedule facility rental via an interface that displays inventory in a date/time matrix.
20	1.20	Ability to designate overlapping permit facilities.
21	1.21	Ability to disallow booking a facility that overlaps another facility if one of them is already booked.
22	1.22	Ability to view facility availability grouped by date, time, and facility including overlapping facilities.
23	1.23	Ability to prevent double bookings.
24	1.24	Ability to print out general policies related to a permit.
25	1.25	Ability to print out permit type policies related to a permit.
26	1.26	Ability to print out site specific policies related to a permit.
27	1.27	Ability to print out general rules associated to a permit.
28	1.28	Ability to print out permit type rules associated to a permit.
29	1.29	Ability to print out site specific rules associated to a permit.
30	1.30	Ability to email an invoice to a customer.
31	1.31	Ability to print notes on a permit.
32	1.32	Ability to schedule facility rentals via an interface that allows for multiple dates.
33	1.33	Ability to schedule facility rentals via an interface that allows for multiple times.
34	1.34	Ability to schedule facility rentals via an interface that allows for multiple facilities.
35	1.35	Ability to schedule facility rentals via an interface that allows for multiple locations.
36	1.36	Ability to block facilities or a portion of facilities from being permitted (i.e. construction dates, holidays and other blackout days).
37	1.38	Ability send an email to a customer when a penalty fee has been assessed against an associated reservation.
38	1.39	Ability to support multiple rate categories within a single event.
39	1.40	Ability to permit park facilities for multiple months.
40	1.41	Ability to permit park facilities for multiple days.
41	1.42	Ability to permit park facilities for multiple times.
42	1.43	Ability to determine the amount of a refund associated to a cancellation based on applicable cancellation policies.
43	1.44	Ability to override the amount of a refund associated to a cancellation.
44	1.45	Ability to support the cancellation of facilities that have already been reserved.
45	1.46	Ability for only DPR Staff to add internal notes to a blocked facility.
46	1.47	Ability for only DPR Staff to add internal notes to a permit.
47	1.48	Ability for only DPR Staff to add internal notes to a receipt.
48	1.49	Ability for only DPR Staff to add external notes to a blocked facility.
49	1.50	Ability for only DPR Staff to add external notes to a permit.
50	1.51	Ability for only DPR Staff to add external notes to a receipt.
51	1.52	Ability for only DPR Staff to view internal notes.
52	1.53	Ability for DPR Staff and view external notes.
53	1.54	Ability for customers to search availability/information on any park and all facilities via the customer kiosk.
54	1.55	Ability to associate events to a category via a dropdown list.

55	1.56	Ability to search for customers by: <ul style="list-style-type: none"> - Customer Name - Physical Address - Phone Number - Reservation Number - Contract Number - Email Address - Recreation Membership ID Number
56	1.58	Ability to automatically generate an email notification to DPR Staff if full payment is not received within a designated time period prior to the reserved date of a reservation made by DPR staff.
57	1.59	Ability to identify when full payment has been received for a reservation.
58	1.60	Ability to automatically generate an email notification to DPR Staff if full payment of a penalty fee related to a reservation is not received within a designated time period.
59	1.61	Ability to identify when penalty fees for a reservation have been assessed.
60	1.62	Ability to identify when penalty fees have been received for a reservation.
61	1.63	Ability to identify when a partial payment or deposit has been received for a reservation.
62	1.64	Ability for holds to change to a reservation when full payment is received for a reservation made by DPR Staff.
63	1.65	Ability to require user approval for reservations at specific facilities.
64	1.66	Ability to identify when a reservation at a specific facility has been approved.
65	1.67	Ability to record the purpose of an event in a open text format.
66	2.1	Ability to rent out facility equipment.
67	2.2	Ability to charge a kitchen fee.
68	2.3	Ability to associate the following fees with venue rentals: <ul style="list-style-type: none"> - Table Fees - Chair Fees - Kitchen Fees - Damage Deposits - Penalty Fees
69	2.4	Ability to assess penalty fees against a customer's account. (cleaning, damage, and over event time)
70	2.5	Ability to identify when penalty fees are overdue.
71	2.6	Ability to track when penalty fees have been paid.
72	2.7	Ability to send DPR Staff an email when a penalty fee is identified as overdue.
73	3.1	Ability for designated users to create, edit, and delete cancellation policies including amounts to be refunded based on the days in advance that the reservation is canceled.
74	3.2	Ability for designated users to add user information.
75	3.3	Ability for designated users to edit user information.
76	3.4	Ability for designated users to disable/retire user information.
77	3.5	Ability for designated users to add park/facility information.
78	3.6	Ability for designated users to edit park/facility information.
79	3.7	Ability for designated users to disable/retire park/facility information.
80	3.8	Ability for designated users to define penalty fees.
81	3.9	Ability for designated users to assign a user to a user profile.
82	3.10	Ability for designated users to define user profiles.
83	3.11	Ability for designated users to define the limit of holds that a customer can make.
84	3.12	Ability for designated users to setup a user defined list of related permit processes that can be used by DPR staff. (Workflow)
85	3.13	Ability for designated users to setup categories to associate to events.
86	3.14	Ability for designated users to merge customer multiple profiles into a single customer profile.
87	3.15	Ability for designated users to associate users to user profiles.
88	3.16	Ability for designated users to customize fees based on the following categories: <ul style="list-style-type: none"> - park facility - permit type - venue type - event type (hourly vs. flat rate) - event size - day of week - time of day - season - fee categories (for-profit vs. non-profit vs. internal) - alcohol vs no alcohol - extras (i.e. electricity, lights, damage deposits, penalty fees) - cancellation
89	3.17	Ability for designated users to create, edit, and delete fee categories.
90	3.18	Ability for designated users to set the time period that penalty fees are due after being assessed.

91	3.19	Ability for designated users to create, edit, and delete the content of penalty emails including the following: <ul style="list-style-type: none"> - Event Date - Event Location - Customer Name - Customer Address - Customer Telephone Number - Customer Email Address - Permit Number - Penalty Amount - Penalty Description - Due Date - Invoice (as an attachment)
92	3.20	Ability for designated users to define the number of days after a reservation is made by DPR staff that a full or partial payment is due.
93	3.22	Ability for designated users to define the number days after an online reservation is made that partial or full payment is due before the hold expires.
94	3.23	Ability for designated users to define the content and recipients of email notifications for a hold that expired due to partial or full payment not being received within a designated time period after an online reservation is made.
95	3.24	Ability for designated users to define the number of days prior to the event date that full payment is due for a reservation made by DPR staff.
96	3.25	Ability for designated users to define the content and recipients of email notifications when full payment is not received within a designated time period prior to the event date of a reservation made by DPR staff.
97	3.26	Ability for designated users to define the number of days prior to the event date that full payment is due before the hold of an online reservation expires.
98	3.27	Ability for designated users to define the content and recipients of email notifications for a hold that expired due to full payment not being received within a designated time period prior to the event date of a reservation made online.
99	3.28	Ability for designated users to define the time intervals available for permitting facilities in: <ul style="list-style-type: none"> - 30 minute increments - 1 hour increments
100	3.31	Ability for designated users to identify the park facilities to be excluded from being put on hold by customers on online.
101	3.32	Ability for designated users to create notes for a specific site to be displayed to online customers.
102	3.33	Ability for designated users to identify specific facilities requiring approval prior to finalizing the associated permit.
103	3.34	Ability for designated users to identify specific users for approving reservations at specific facilities.
104	3.35	Ability for designated users to open inventory.
105	3.36	Ability for designated users to identify specific park facilities to be excluded from being viewed by customers online.
106	3.37	Ability for designated users to identify the types of online payment transactions that can be made by customers online for specific facilities.
107	4.1	Ability to support credit card processing that is integrated with 3rd party credit card processing systems.
108	4.2	Ability to support credit card payments using multiple cards (up to 5) for a single transaction.
109	4.3	Ability to support credit card types of MasterCard and Visa for credit card transactions.
110	4.5	Ability to support a payment form of cash.
111	4.6	Ability to support a payment form of check.
112	4.7	Ability to support a payment type of debit card.
113		Ability to support a credit on a customer's account.
114		Ability to support a payment made with multiple payment types.
115	4.12	Ability to meet PCI standards for Point of Sale and credit card transactions as defined by the Manager of Finance's charter for "Credit Card and Data Security Requirements". (to be provided during business process review)
116	4.13	Ability to provide integrated refund processing between POS and Finance.
117	4.14	Ability to capture and associate a note to a refund.
118	4.15	Ability to link refunds to original transactions.
119	4.16	Ability to support a fee structure based on category. (to be provided during business process review)
120	4.17	Ability to adjust fee category for permit processing.
121	4.18	Ability to charge a penalty fee to a customer.
122	4.19	Ability to provide a refund as a credit that can be used for either Permitting or Recreation. (shared)
123	4.20	Ability to tender an unlimited number of the following tender types in a single payment transaction and in any combination: <ul style="list-style-type: none"> - Check/Money Order - Cash - Credit card - Customer account - Gift card - No charge
124	4.21	Ability to support integrated credit card processing for the following credit card providers: <ul style="list-style-type: none"> - Mastercard - Visa - Discover

125	4.22	Ability to support a refund (full or partial) of a permit in the following tender types: <ul style="list-style-type: none"> - Cash - Check/Money Order - Credit Card - House Account - Account Receivable - Internal Billing Transfer
126	4.23	Ability for designated users to make the following adjusting entries in the POS: <ul style="list-style-type: none"> - Fees - Date - Time - Number of people - Special Equipment (tables, chairs, kitchen equipment) - Damage Deposit - Reservation Deposits
127	4.24	Ability to assess damage/penalty fees against a permit associated to a customer and define: <ul style="list-style-type: none"> - Damage/Penalty Amounts - Damage/Penalty Descriptions - Due Date
128	4.25	Ability to apply a damage deposit to a damage/penalty fee.
129	4.26	Ability to ensure PCI compliance of customer credit card information for credit card transactions.
130	6.1	Provide a robust collection of canned operational and financial reports: (report details to be reviewed during BPR). <ul style="list-style-type: none"> - Park Booking Report - Fee Type Report - Booking Extra Fees Report - Park Revenue Report - Profit vs. Non-Profit Fees Report - Permits Issued Report - Account Report - Consolidated Attendance Report - Facility Calendar (Daily) - Facility Calendar (Monthly) - Facility Calendar (Weekly) - Facility Clock Report - Facility Schedule Report - Facility Usage Report - Security Deposits Due Report - Security Deposits Paid Report - Security Deposits Returned Report
131	6.2	Ability to apply filters on all database fields within a report.
132	6.3	Ability to export reports into csv format.
133	6.4	Ability to export reports into xls/xlsx format.
134	6.5	Ability to export reports into pdf format.
135	6.6	Ability to export reports into html format.
136	6.9	Ability to provide an extract file of desired database fields in an csv format.
137	6.10	Ability to provide an extract file of desired database fields in an xls/xlsx format.
138	6.12	Ability to generate facility utilization charts and reports, that show hours used, revenue, and by customer.
139	6.13	Ability to generate facility utilization charts and reports on a weekly, monthly, quarterly, or annual basis.
140	6.14	Ability to generate site utilization charts and reports that show hours used, revenue, and by customer.
141	6.15	Ability to generate site utilization charts and reports on a weekly, monthly, quarterly, or annual.
142	6.16	Ability to generate reports regarding refunds by: <ul style="list-style-type: none"> - User - Aacity - Site-wide
143	6.17	Ability to report all user activity logs.
144	6.18	Ability to report all cancellations by: <ul style="list-style-type: none"> - Venue location - Date/Time - Date range - Customer - Permit number - DPR staff
145	6.19	Ability to search and view transactions (current day and historical) by: <ul style="list-style-type: none"> - Date - Time - Customer - Payment Type - Permit Number - DPR Staff
146	6.21	Ability to generate revenue reports based a range of dates.

147	6.22	Ability to generate revenue reports based on a specific location.
148	6.23	Ability generate revenue reports for all locations.
149	6.24	Ability to generate revenue reports based on facility type.
150	6.25	Ability to display all reports on screen.
151	6.26	Ability to print all reports.
152	6.27	Ability to search all reports displayed on screen.
153	6.29	Ability to generate error logs for all functionality for: - All locations - Multiple locations - Single location
154	6.30	Ability to generate reports detailing users activity for: - All users - Multiple users - Single user
155	6.31	Ability to generate invoices associated to permits.
156	6.32	Ability to generate comparison reports of budget to actual for revenue for all tender types including comparisons to historical data from prior years.
157	7.1	Ability to view real time information regarding permit site availability.
158	7.3	Ability to create new user accounts.
159	7.4	Ability for customers to cancel permits based on cancellation policies.
160	7.5	Ability for customers to print completed permits.
161	7.6	Ability for customers to view external notes.
162	7.8	Ability for holds to expire within a predefined amount of time after the reservation is made without a full or partial payment.
163	7.11	Ability to automatically generate an email notification to customers associated to a hold that expired due to full payment not being received within a designated time period prior to the event date.
164	7.12	Ability for holds to change to a reservation when full payment is received.
165	7.13	Ability to ensure PCI compliance of customer credit card information for transactions made online.
166	7.14	Ability for customers to make the following credit card payments on a reservation - Deposit - Partial - Full - Final
167	8.1.1	Ability to display real time facility/site availability.
168	8.2.1	Ability to store data indefinitely (constrained only by disk space limitations).
169	8.3.1	Ability to import existing customer and organization data.
170	8.4.1	Ability to provide access to system functions via user profiles.
171	8.4.2	Ability for multiple users to be able to login simultaneously.
172	8.4.3	Ability to support online access 24X7x365.
173	8.4.5	Ability to protect the system from allowing an automated application to make a reservation.
174	8.4.7	Ability to provide remote access to Permitting staff functionality.
175	8.4.8	Ability to authenticate access via User ID/Password login credentials.
176	8.4.9	Ability to allow users to create their User ID.
177	8.4.10	Ability to verify that a newly created User ID is unique.
178	8.4.11	Ability to allow users to modify their login User ID.
179	8.4.12	Ability to provide users with their login User ID if they forget it.
180	8.4.13	Ability to allow users to create their own login Password.
181	8.4.14	Ability to allow users to modify their login Password.
182	8.4.15	Ability to provide users with their login Password if they forget it.
183	8.5.1	Ability to support standard display monitors with a keyboard and mouse.
184	8.5.2	Ability to support touch screen display monitors
185	8.6.1	Ability to log all user activities
186	9.1.2	Ability to interact with hardware to turn on lighting at a facility.
Future		
1	NEW	Ability to collect customer approvals for required documentation via a signature pad.

ActiveNet Requirements Included in SOW

Recreation

#	Req #	Description
1	1.1	Ability to support multi-facility access to perform management tasks.
2	1.2	Ability to support multi-facility access to perform searches.
3	1.3	Ability to provide 3 tiers of facilities: Regional, Neighborhood, and Local.
4	1.4	Ability to prevent modifications to selected data at a facility by users located at another facility.
5	1.5	Ability to store data indefinitely (constrained only by drive space limitations).
6	1.9	Ability for Rec Staff to customize the layout of their GUI display that is associated to only their user ID.
7	1.12	Ability to provide dashboard functionality for Rec Staff to view users online a specific facility.
8	1.13	Ability to control access to external hardware at facilities, such as unlocking a gate, when access is authorized after a card swipe or manual data entry
9	1.14	Ability to allow Rec Staff to add, edit and deactivate customer accounts that include the following information: <ul style="list-style-type: none"> - Street address - Preferred method of receiving notifications - Email address - Facebook address - Twitter address - Text messaging number - Instagram address - Home phone number - Cell phone number
10	1.16	Ability for staff to pull up customer based upon a number that the customer is assigned.
11	1.1.3	Ability for Rec Admin Staff to add, edit, and delete categories of service.
12	1.1.4	Ability for Rec Admin Staff to define the number of days prior to a membership expiration date that a notification is sent to the associated customer.
13	1.1.5	Ability for Rec Admin Staff to create, edit, and delete activities including: <ul style="list-style-type: none"> - Activity Name - Instructor - Dates - Times - Prerequisites
14	1.1.6	Ability for Rec Admin Staff to specify the minimum and maximum number of participant registrations required for an activity to be held.
15	1.1.7	Ability for Rec Admin Staff create, edit and delete corporate accounts.
16	1.1.9	Ability for a Rec Admin Staff to customize the layout of the GUI display for all users that login at a specific location or all locations.
17	1.1.12	Ability to provide dashboard functionality to Rec Admin Staff to view all facilities and users that are online.
18	1.1.13	Ability for a designated user to create and update a A/R account for a specific customer including setting the status to active or inactive.
19	1.1.14	Ability for designated staff to designate which users can create a promo code.
20	1.1.15	Ability for designated staff to create, modify and delete discounted rates for memberships by day of the week for a specific rec center or all rec centers for online customers.
21	1.1.16	Ability for designated staff to create, modify and delete discounted rates for activities by day of the week for a specific rec center or all rec centers for online customers.
22	1.1.17	Ability for designated staff to create, modify and delete discounted rates for memberships by time of day for a specific rec center or all rec centers for online customers.
23	1.1.18	Ability for designated staff to create, modify and delete discounted rates for activities by time of day for a specific rec center or all rec centers for online customers.
24	1.1.19	Ability for designated staff to create, modify and delete discounted rates for memberships by day of the week for a specific rec center or all rec centers for online customers on a recurring basis.
25	1.1.20	Ability for designated staff to create, modify and delete discounted rates for activities by day of the week for a specific rec center or all rec centers for online customers on a recurring basis.
26	1.1.21	Ability for designated staff to create, modify and delete discounted rates for memberships by time of day for a specific rec center or all rec centers for online customers on a recurring basis.
27	1.1.22	Ability for designated staff to create, modify and delete discounted rates for activities by time of day for a specific rec center or all rec centers for online customers on a recurring basis.
28	1.1.23	Ability for designated staff to create merchandise bundles.
29	1.1.24	Ability for designated staff to setup discounts on bundled merchandise and specify: <ul style="list-style-type: none"> - Merchandise Item that qualifies for the discount - Number of items to purchase for the discount to apply to additional quantities of the discounted item - Amount of discount (up to 100%) - Item number of merchandise to apply the discount to - Quantity of additional items to apply the discount to - Effective date range
30	1.1.25	Ability for designated staff to setup discounts on specific merchandise items and specify: <ul style="list-style-type: none"> - Merchandise item to apply discount to - Effective date range
31	1.1.28	Ability for designated staff to create, edit and delete different membership types.

32	1.1.30	Ability for designated staff to create user profiles to control access to specific modules and functions.
33	1.1.31	Ability for designated staff to associate users to user profiles.
34	1.1.32	Ability to approve households created by customers online.
35	1.1.33	Ability for designated staff to define activities that customers can sign up for online.
36	1.1.34	Ability for designated staff to define activities that customers can pay for online.
37	1.1.35	Ability for designated staff to enable/disable the ability for customers to sign-up for recurring ACH payments for annual memberships online.
38	1.1.36	Ability for designated staff to create and edit a list of required documentation for memberships.
39	1.1.37	Ability for designated staff to create and edit a list of required documentation associated to an activity.
40	1.1.38	Ability for designated staff to designate the payment transactions that a coupon code can be used for.
41	1.1.39	Ability for designated staff to enable/disable the City divisions that a gift card sold at a Rec Center can be used to make purchases.
42	1.1.40	Ability for designated staff to define documentation to be associated to a facility rental
43	1.1.41	Ability for designated staff to create, edit and delete threshold level for low inventory notification.
44	1.1.42	Ability for designated staff to create, edit and delete questions related to activity registration.
45	1.1.43	Ability for designated staff to associate registration questions to an activity.
46	1.1.44	Ability for designated staff to create, edit, and delete special events that include: - Event Name - Event Date - Event Time - Event Duration - Event Location
47	1.1.45	Ability for designated staff to identify activities that customers can cancel a registration online and the timeframes that cancellations can be made.
48	1.1.46	Ability for designated staff to identify rooms, facilities, lockers at a rec center location that can be rented out.
49	1.1.47	Ability for designated staff to create and edit rates associated to room, facility and locker rentals at a rec center location by: - Day of the week - Time of the day - Season of the year
50	1.1.48	Ability for designated staff to block rooms, facilities, lockers from being rented (holidays and other blackout days)
51	1.1.49	Ability for designated staff to identify areas within a room that can be individually rented.
52	1.1.50	Ability for designated staff to create, edit and delete rules, regulations and instructions associated to a rental facility.
53	1.1.51	Ability for designated staff to turn on/off the recording of the collection of documentation related to a rental facility for a specific event.
54	1.1.52	Ability for designated staff to identify the required documentation for each rental facility.
55	1.1.54	Ability for designated staff to create, edit, and delete supplementary equipment to included with facility rentals.
56	1.1.55	Ability for designated staff to create, edit, and delete the rates for associated staff during after hour rentals.
57	1.1.56	Ability for designated staff to create, edit, and delete need criteria for applying percentage discounts to a household.
58	1.1.57	Ability for designated staff to create, edit, and delete need criteria for applying percentage discounts to a customer.
59	1.1.58	Ability for designated staff to identify activities to apply financial assistance discounts including the discount percentage.
60	1.1.59	Ability for designated staff to identify memberships to apply financial assistance discounts including the discount percentage.
61	1.1.60	Ability for designated staff to identify customer classifications to apply financial assistance discounts to including the discount percentage.
62	1.1.61	Ability for designated staff to identify facilities to apply financial assistance discounts to including the discount percentage.
63	1.1.62	Ability for designated staff to identify memberships that customers can purchase online.
64	1.1.63	Ability for designated staff to set the rate for after hours staff fees.
65	1.1.64	Ability for designated staff to create, edit, and delete discounts on facility rentals including supplemental equipment and staff fees.
66	1.1.65	Ability for designated staff to identify required supporting documentation for financial assistance.
67	1.1.66	Ability for designated staff to create, edit, and delete need criteria for applying percentage discounts to a membership.
68	1.1.67	Ability for designated staff to create, edit, and delete need criteria for applying percentage discounts to an activity.
69	1.1.68	Ability for designated staff to create a financial assistance fund including the initial amount of the fund and the period of time that it is valid.
70	1.1.69	Ability for designated staff to modify the amount of funds of an existing financial assistance fund.
71	1.1.70	Ability for designated staff to identify household fields that customers can update online.
72	1.1.71	Ability for designated staff to turn on/off the ability for customers to assign themselves as head of house-hold (point of contact) online.
73	2.1	Ability to allow customers to perform self check-in at a facility.
74	2.5	Ability to link customers to a family or household.
75	2.6	Ability to assign a customer as head of house-hold (point of contact) of a family/household.
76	2.7	Ability to capture a photograph with customer information

77	2.9	Ability to capture the following customer information: <ul style="list-style-type: none"> - Prefix - First Name (required) - Middle Initial - Last Name (required) - Suffix - Member Classification (required) - Gender (required) - DOB (required) - Address (street, apt., city, state, zip) (required) - eMail (required) (checkbox if customer doesn't have one) - Phone # (required) - Emergency Phone # (required) - Emergency Contact Name (required)
78	2.10	Ability to support different customer classifications.
79	2.13	Ability to override customer classification.
80	2.14	Ability to default relationship to Head of Household when creating a new household for the 1st adult.
81	2.15	Ability to capture relationship when adding customers to an existing household.
82	2.16	Ability to link a customer to multiple households.
83	2.17	Ability to modify customer links to a household.
84	2.18	Ability to delete customer links to a household.
85	2.19	Ability to create Rec Center ID cards.
86	2.20	Ability to print the following customer information on Rec Center ID cards: <ul style="list-style-type: none"> - Photo - First Name - Middle Initial - Last Name - Customer ID #
87	2.21	Ability to display member photo, and the following member details when a customer checks in: <ul style="list-style-type: none"> - Name - Membership expiration - Membership classification - Membership type - Membership tier - Medical issues (tbd)
88	2.22	Ability to display to Rec Staff the following member alerts when a customer checks in if applicable: <ul style="list-style-type: none"> - Suspensions - Payment issues - Notes
89	2.23	Ability to capture notes to be associated with a customer profile.
90	2.24	Ability to capture notes to be displayed as alerts. (membership expired, stolen card, payment issues, etc)
91	2.25	Ability to notify Rec Staff when alerts are associated to customer when the customer checks-in.
92	2.28	Ability for Rec Staff to perform a manual check in of customers. (i.e. customer's Rec Center ID card is not available)
93	2.29	Ability to integrate with external systems to retrieve data. (i.e. Silver Sneakers)
94	2.30	Ability to support multiple templates for Rec Center ID cards.
95	2.31	Ability to print Rec Center ID cards immediately after capturing all required customer profile information.
96	2.32	Ability to print all Rec Center ID cards (individual, group, and corporate) at all facilities.
97	2.33	Ability to deactivate a Rec Center ID card.
98	2.34	Ability to replace a lost Rec Center ID card.
99	2.35	Ability to apply discounts to memberships. (i.e. financial assistance, etc.)
100	2.36	Ability to support rules for applying discounts.
101	2.37	Ability to tie membership types to different types of privileges (reservations, personal training, etc. customizable based on Division policies)
102	2.38	Ability to associate customers to different types of notifications and communications based on membership location.
103	2.39	Ability to associate customers to different types of notifications and communications based on the categories of service rendered and areas of interest including: <ul style="list-style-type: none"> - Youth Sports - Fitness - Arts & Culture - Active Older Adults - Aquatics - Adaptive Rec - Social Enrichment - Outdoor Recreation - Community Rec - Citywide Sports - Facility Rentals - Dept Promotions - Home Facility Location

104	2.40	Ability to detect when a membership is about to expire.
105	2.41	Ability to notify customers when it is detected that their membership is about to expire.
106	2.42	Ability to support membership renewals before the current membership expires.
107	2.44	Ability to calculate the membership expiration date based on membership type.
108	2.47	Ability to edit the employer or school of an existing member.
109	3.1	Ability to register a customer in an activity.
110	3.2	Ability to determine when an activity has reached the maximum number of participants.
111	3.3	Ability to default the display of activities to the current recreation center location.
112	3.4	Ability to display activities available at other recreation centers.
113	3.5	Ability to sign up customers for activities available at other recreation centers.
114	3.6	Ability to notify registered participants when an activity is canceled.
115	3.7	Ability to apply refunds to registered participants when an activity is canceled.
116	3.8	Ability to determine registration eligibility based on: <ul style="list-style-type: none"> - Membership Type - Gender - DOB - Residency
117	3.9	Ability to override eligibility registration based on user profile security.
118	3.10	Ability to identify Rec Staff/Contractors by role including: <ul style="list-style-type: none"> - Instructors - Coaches - Refs - Life Guards - Cashier - Manager
119	3.11	Ability to send notifications to specific Rec Staff based on role. (i.e. Instructor of an activity needs to find a substitute)
120	3.12	Ability for instructors to record the number of attendees for a specific class.
121	3.13	Ability to support a variable rate structure based on: <ul style="list-style-type: none"> - Season - Date range - Day of the week - Holiday - Hour of the day - Customer classification.
122	3.14	Ability to integrate activity scheduling with facility rentals and athletic field permitting.
123	3.15	Ability to store data on instructors including: <ul style="list-style-type: none"> - Skills - Certification.
124	3.17	Ability for parents to register for special events and capture the following data: <ul style="list-style-type: none"> - Parent's Name - Total number of attendees - Number of children - Child's Name (for each child to attend)
125	6.1	Ability to support walk-in customers that are not a member or a head of household.
126	6.2	Ability to support ingrated credit card processing for the following credit card providers: <ul style="list-style-type: none"> - Mastercard - Visa - Discover
127	6.3	Ability to tender an unlimited number of the following tender types in a single payment transaction and in any combination: <ul style="list-style-type: none"> - Check - Cash - ACH (Bank routing # and checking/savings account #) - Credit card - Customer account - Gift card - No sale
128	6.5	Ability to sell individual gift cards
129	6.6	Ability to sell multiple gift cards in batches.
130	6.7	Ability to tender a payment transaction to an accounts receivable via any of the following tender types: <ul style="list-style-type: none"> - Check - Cash - Credit card - Gift card - Another account receivable
131	6.8	Ability to display a gift card's transaction history.
132	6.9	Ability to print gift card transaction history.
133	6.10	Ability to associate gift card purchases to a customer.
134	6.11	Ability to store all gift card purchase transactions.
135	6.12	Ability to associate gift card redemptions to a customer.

136	6.13	Ability to store all gift card redemptions.
137	6.14	Ability to purchase a gift card using a gift card.
138	6.15	Ability to assign a gift card number to an alpha numeric text string.
139	6.16	Ability to print the gift card number on the receipt of a payment transaction tendered with a gift card.
140	6.17	Ability to print the remaining balance of a gift card on the receipt of a payment transaction tendered with a gift card.
141	6.20	Ability to disallow the tendering of payment transactions with a gift card when the Internet is down.
142	6.21	Ability to display all gift card balances at all Rec Centers.
143	6.23	Ability to ensure PCI compliance of customer credit card information for transactions made at Rec Centers.
144	6.24	Ability to assign a customer an A/R number to: <ul style="list-style-type: none"> - Next sequential number assigned to a gift cards - Customer account number
145	6.25	Ability to tender a payment transaction to an accounts receivable via any of the following tender types: <ul style="list-style-type: none"> - Check - Cash - ACH (Bank routing # and checking/savings account #) - Credit card - Gift card - Another account receivable
146	6.26	Ability to transfer funds from a customer's A/R account to another customer's A/R account.
147	6.27	Ability to allow customers to use an A/R account only at the store that created it.
148	6.28	Ability to process advance payments on a customer's A/R account.
149	6.29	Ability to store transaction history associated to a customer's A/R account.
150	6.30	Ability to view the transaction history associated to a customer's A/R account.
151	6.31	Ability to apply payment transactions to an A/R account.
152	6.32	Ability to view a customer's A/R balance.
153	6.33	Ability to search and view transactions (current day and historical) by: <ul style="list-style-type: none"> - Date - Time - Customer - Payment Type - Transaction #
154	6.34	Ability to apply promo codes as a discount.
155	6.36	Ability to apply a discount when tendering a payment transaction.
156	6.37	Ability to refund a payment transaction processed via any tender type or combination of tender types.
157	6.38	Ability to provide integrated refund processing of transactions made with check or cash (refunded via check).
158	6.39	Ability to support recurring payments automatically.
159	6.40	Ability for users to set up ACH information for a customer (bank routing # and checking/savings account # or credit card #) to support recurring annual membership payments only.
160	6.41	Ability to link refunds to the original transaction.
161	6.42	Ability to capture notes when processing a refund.
162	6.43	Ability to use gift cards for the purchases with the following City divisions: <ul style="list-style-type: none"> - Permitting - Rec Centers - Museums - Campgrounds - CityWide Sports - Outdoor Pools
163	6.47	Ability to identify that a birth certificate has been collected.
164	6.48	Ability to identify that waiver documentation has been collected related to: <ul style="list-style-type: none"> - Membership application - Activity participation - Photo release
165	6.49	Ability to display promotions associated to activities to be displayed when registering for an activity.
166	6.50	Ability to display promotions associated to memberships to be displayed when registering for an activity.
167	6.51	Ability to display promotions associated to memberships to be displayed when registering for a membership.
168	6.52	Ability for users to display and print a list of required documentation for memberships.
169	6.53	Ability for users to display and print a list of required documentation associated to an activity.
170	6.54	Ability to refund individual items associated to the receipt of a completed transaction.
171	6.55	Ability to display promotions associated to activity to be displayed when registering for a membership.
172	7.1	Ability to apply discounts to merchandise based on date.
173	7.3	Ability to bundle memberships for pricing discounts such as a group discount.
174	7.5	Ability to apply discounts to different customer membership types.
175	7.6	Ability to print inventory bar codes on labels.
176	7.8	Ability to support a label printer to print bar codes.
177	7.9	Ability to define the quantity of bar code labels to print.
178	7.12	Ability to prohibit the sale of inactive and non-inventory items.

179	7.17	Ability to utilize merchandise item numbers across all rec centers.
180	7.18	Ability to view inventory at other rec centers.
181	7.19	Ability to specify the following data categories for each merchandise item: - Department - Sub-department
182	7.21	Ability to automatically identify low inventory levels based on end user determined thresholds
183	8.1	Ability to rent out rooms, facilities, lockers at a rec center location.
184	8.2	Ability to view facility rental availability via a date/time matrix.
185	8.3	Ability to add notes to room, facility, locker rentals.
186	8.4	Ability to view notes associated to a room, facility or locker rental.
187	8.7	Ability to rent supplementary equipment to be included with a facility rental.
188	8.8	Ability to include after hour staff fees with a facility rental.
189	8.9	Ability to support partial room rentals.
190	8.10	Ability to support recurring facility rentals.
191	8.11	Ability to support cancellation of facility rentals.
192	8.12	Ability to automatically apply discounts on specific transactions to certain types of organizations (eg: Non-profit or charitable organization),
193	8.13	Ability to support discounts on facility rentals including supplemental equipment and staff fees.
194	8.14	Ability to support for facility rentals by walk-ins (do not have to be a member to be able to rent a room).
195	8.15	Ability to identify that a liability waiver documentation related to a facility rental has been collected.
196	8.16	Ability to identify that security agreement documentation related to a facility rental has been collected.
197	8.17	Ability to identify that liability insurance documentation related to a facility rental occurring after hours has been collected.
198	8.18	Ability to disallow a facility rental if any of the required documentation is missing.
199	8.19	Ability to electronically store documents related to a facility rental.
200	8.20	Ability to electronically store documents related to a customer or group associated to a facility rental.
201	8.21	Ability to associate electronically stored documents to a facility rental.
202	8.22	Ability to display required documentation associated to a facility rental.
203	10.1	Ability to generate usage tracking reports from stored customer activity usage data.
204	10.2	Ability to generate membership reports based any of the following criteria: - DOB - Zip Code - Membership Type - Membership Category - Location of Membership
205	10.3	Ability to filter reports based on data stored in the database
206	10.4	Ability to print a calendar view of the activities scheduled for a specific customer for:: - A specific day - A specific week - A custom date ranges.
207	10.5	Ability to print a calendar view of all activities scheduled for a specific facility for:: - A specific day - A specific week - A custom date ranges.
208	10.6	Ability to generate a report listing all customer registrations for activities based on demographics for: - A specific day - A specific week - A custom date ranges
209	10.7	Ability to generate refund reports by: - Member - User - Rec Center - All Rec Centers
210	10.8	Ability to generate a statement of a customer's A/R account.
211	10.9	Ability to include the following information on a customer's A/R statement: - Transaction number - Transaction date - Transaction total - Transaction detail (for each item included in the transaction) - Item descriptions - Item quantities - Item price - Item per unit price
212	10.10	Ability to generate a Discount report showing all transactions that discounts were applied.
213	10.11	Ability to report key performance indicators (KPI) of the system.
214	10.14	Ability to apply filters on select database fields within a report.
215	10.15	Ability to export reports into csv format.
216	1.016	Ability to export reports into xls/xls format.

217	10.17	Ability to export reports into pdf format.
218	10.18	Ability to export reports into html format.
219	10.19	Ability to export reports into docx/doc format.
220	10.22	Ability to provide an extract file of desired database fields in an xls/xls format.
221	10.24	Ability to report all user activity logs.
222	10.25	Ability to display all reports on screen.
223	10.26	Ability to print all reports.
224	10.27	Ability to search all reports displayed on screen.
225	10.28	Ability to generate error logs for all functionality for: - All locations - Multiple locations - Single location
226	10.29	Ability to generate reports detailing users activity for: - All users - Multiple users - Single user
227	10.30	Ability to generate comparison reports of budget to actual for revenue for all tender types including comparisons to historical data from prior years.
228	10.31	Ability to generate comparison reports of budget to actual for permit types including comparisons to historical data from prior years.
229	10.32	Ability to generate comparison reports of budget to actual for expenses including comparisons to historical data from prior years.
230	10.33	Ability to generate comparison reports of budget to actual for GL accounts including comparisons to historical data from prior years.
231	10.34	Ability to generate reports showing room, facility, and locker utilization on a room or facility basis.
232	10.36	Ability to generate a facility rental report including supplemental equipment and after hours staff fees by: - Rec center - Room
233	10.37	Ability to print out contract, rules, regulations and instructions associated to each facility rental.
234	10.38	Ability to print required documentation associated to a facility rental.
235	10.39	Ability to report on the use of a specific financial assistance fund related to a specific facility.
236	10.40	Ability to report on the use of a specific financial assistance fund related to a specific activity.
237	10.41	Ability to report on the use of a specific financial assistance fund related to a specific household.
238	10.42	Ability to report on the use of a specific financial assistance fund related to a specific customer.
239	10.43	Ability to report on the use of a specific financial assistance fund related to a specific customer classification.
240	10.44	Ability to generate a roster for an activity that includes: - Activity Name - Date/Time - Location - Instructor - List of participants
241	11.1	Ability to apply percentage discount based upon need to a household.
242	11.2	Ability to apply percentage discount based upon need to a customer.
243	11.3	Ability to identify that supporting documentation for financial assistance has been collected.
244	11.4	Ability to apply financial assistance discounts to activities.
245	11.5	Ability to apply financial assistance discounts to memberships.
246	11.6	Ability to apply financial assistance discounts to a specific customer classification.
247	11.7	Ability to apply financial assistance discounts to a specific facility.
248	11.8	Ability to record use of a specific financial assistance fund related to a specific facility.
249	11.9	Ability to record use of a specific financial assistance fund related to a specific activity.
250	11.10	Ability to record use of a specific financial assistance fund related to a specific household.
251	11.11	Ability to record use of a specific financial assistance fund related to a specific customer.
252	11.12	Ability to record use of a specific financial assistance fund related to a specific customer classification.
253	11.13	Ability to calculate the remaining balance of a specific financial assistance fund related to a specific customer.
254	11.14	Ability to calculate the remaining balance of a specific financial assistance fund related to a specific facility.
255	11.15	Ability to calculate the remaining balance of a specific financial assistance fund related to a specific activity.
256	11.16	Ability to calculate the remaining balance of a specific financial assistance fund related to a specific household.
257	11.17	Ability to calculate the remaining balance of a specific financial assistance fund related to a specific customer classification.
258	11.18	Ability for a financial assistance fund to expire forcing reapplication.
259	11.19	Ability to apply approved financial assistance discounts for online purchases.
260	12.1	Ability for customers to create new households.
261	12.2	Ability for customers to edit specific fields of existing households.
262	12.3	Ability for customers to link customer to a family or household.
263	12.4	Ability for customers to assign a customer as head of house-hold (point of contact) of a family/household.

264	12.5	Ability to capture the following customer information: <ul style="list-style-type: none"> - Prefix - First Name (required) - Middle Initial - Last Name (required) - Suffix - Member Classification (required) - Gender (required) - DOB (required) - Address (street, apt., city, state, zip) (required) - eMail (required) (checkbox if customer doesn't have one) - Phone # (required) - Emergency Phone # (required) - Emergency Contact Name (required)
265	12.6	Ability for customers to renew memberships online.
266	12.7	Ability to support ingrated credit card / debit card processing for the following providers: <ul style="list-style-type: none"> - Mastercard - Visa - Discover
267	12.8	Ability for existing customers to be able signup and pay for activities.
268	12.9	Ability for existing customers to add themselves to an activity wait list.
269	12.10	Ability to apply promo codes as a discount.
270	12.11	Ability to apply a discount when tendering a payment transaction.
271	12.15	Ability to support payments made via a customer's bank routing # and checking/savings account #.
272	12.16	Ability to display online policies to customers when performing tasks associated to a policy.
273	12.17	Ability to record customer's acceptance / agreement / approval of policies & waivers.
274	12.18	Ability for customers to display and print a list of required documentation for memberships.
275	12.19	Ability for customers to display and print a list of required documentation associated to an activity.
276	12.20	Ability to ensure PCI compliance of customer credit card information for transactions made online.
277	12.21	Ability for parents to register for special events online and capture the following data: <ul style="list-style-type: none"> - Parent's Name - Total number of attendees - Number of children - Child's Name (for each child to attend)
278	12.24	Ability to refund a customer's credit card when they cancel registration for an activity.
279	12.25	Ability for customers to register and pay for an activity.
280	13.1.1	Ability to store inventory transactions in the database in real time.
281	13.1.2	Ability to store gift card transactions and balances in the database in real time.
282	13.1.4	Ability to store all class and activity.data in one database in real time.
283	13.1.5	Ability to store new customer account data in the database in real time.
284	13.1.6	Ability to store sales transactions in the database in real time.
285	13.1.7	Ability to store A/R transactions and update customer account balances in the database in real time.
286	13.1.9	Ability to support a central customer database that can be updated or modified from any channel.
287	13.1.10	Ability to store data indefinitely (minimum of 3-years).
288	13.2.1	Ability to provide access to system functions via user profiles.
289	13.2.2	Ability to support online availability 24x7x365.
290	13.2.3	Ability to provide remote access to user functions.
291	13.2.4	Ability to authenticate access via User ID/Password login credentials.
292	13.2.5	Ability to verify that a newly created User ID is unique.
293	13.2.6	Ability to provide users with their login User ID if they forget it.
294	13.2.8	Ability to allow users to modify their login Password.
295	13.2.9	Ability to provide users with their login Password if they forget it.
296	13.2.10	Ability to detect access to the system by automated systems attempting to make reservations.
297	13.3.1	Ability to support standard display monitors with a keyboard and mouse.
298	13.3.2	Ability to support touch screen display monitors
299	13.3.3	Ability to get online customers to their goal in 3 mouse clicks.
300	13.5.3	Ability to log all user activities performed by each user.
301	13.5.4	Ability to turn user activity logging on/off.
302	13.5.5	Ability to log all activity registration booking activity (creations, modifications, moves, cancellations) by user and include the following information: <ul style="list-style-type: none"> - Activity registration number - Activity name - Activity dates - Registration rec center - Customer associated to the registration

303	13.6.1	Ability to integrate with the Stapleton Community Center ActiveNet application to register for special events and capture the following data: <ul style="list-style-type: none"> - Parent's Name - Total number of attendees - Number of children - Child's Name (for each child to attend)
Future		
1	2.11	Ability to auto-populate customer profile data from data on a customer's drivers license.
2	6.18	Ability to add additional funds to a previously issued gift card.
3	6.19	Ability to associate a gift card to a customer via the gift card number (i.e. gift card number = customer's name or account number).
4	6.22	Ability to store only the gift card ID on the magnetic strip of a gift card.
5	6.46	Ability to store only the gift card ID # on the gift card.
6	10.20	Ability to provide an extract file of desired database fields in an xml format.
7	10.21	Ability to provide an extract file of desired database fields in an csv format.
8	NEW	Ability to collect customer approvals for required documentation via a signature pad.

ActiveNet Requirements Included in SOW

Finance

#	Req #	Description
1	1.2	Ability to provide an Interface Tool between ActiveNet and PeopleSoft to identify deposit transactions automatically processed.
2	1.3	Ability to provide an Interface Tool between ActiveNet and PeopleSoft to identify deposit transactions manually processed.
3	1.4	Ability to provide an Interface Tool between ActiveNet and PeopleSoft to identify deposit transactions in process.
4	1.6	Ability to identify if the Extraction Tool can be processed: - Automatically - Manually
5	1.7	Ability to display data from the Interface Tool by: - Date Range - Facility
6	1.8	Ability to store sales transaction data including refunds and voids.
7	1.9	Ability to store credit card numbers associated to credit card transactions as a token.
8	1.10	Ability to store cancellation transactions.
9	1.11	Ability to tie sales transactions to a location.
10	1.12	Ability for sales transactions including refunds to post to the correct revenue and liability accounts.
11	1.13	Ability to support liability accounts such as: - Gift Cards - Rain Checks - House Accounts - A/R Accounts
12	1.14	Ability to assign different GL codes to each of the following tender types: - Cash - Check - Gift Card - Rain Checkes - House Accounts - A/R Accounts
13	1.15	Ability to notify Finance of refunds that need to be issued as a check for payments originally tendered with a check or cash.
14	1.16	Ability to store all discounts applied to sales transactions.
15	2.1	Ability for designated users to customize the revenue, expense, asset and liability accounts to match existing PeopleSoft general ledger accounts.
16	2.2	Ability for designated users to make adjusting reconciliation entries for the previous day in a POS.
17	2.3	Ability for designated users to set and edit a value for the difference threshold used during POS close-out.
18	3.1	Ability for a POS to electronically transmit deposit data to the bank.
19	3.2	Ability to aggregate transactions from all POS machines at a location.
20	3.3	Ability to review deposit information for a POS prior to transmitting it to the bank.
21	3.4	Ability for a POS to create the End of Day account files.
22	3.5	Ability to support multiple merchant ID's: - 1 for credit card transactions for all Pro Shop locations or - 1 for each Pro Shop location's credit card transactions - 1 for online credit card transactions - 1 for gift card transactions
23	3.6	Ability to apply payment transactions to an accounts receivable.
24	3.7	Ability to store overages and shortages.
25	4.1	Ability to display all reports on screen.
26	4.2	Ability to print all reports.
27	4.3	Ability to generate a Cash Receipts Journal report.
28	4.4	Ability to generate revenue report for a specific time period and include historical data from prior years during the same time period.
29	4.6	Ability to generate a refund report listing all refund transactions.
30	4.7	Ability to generate a Discount report showing all transactions that discounts were applied.
31	4.8	Ability to generate a Cash Transactions Summary report.
32	4.9	Ability to generate a report to compare POS closing totals to Bank deposits. (Reconciliation Report)
33	4.10	Ability to generate a Master Sales report listing all financial transactions for: - Specific date range - Specific departments (i.e. Memberships, Classes/Programs, Facility Rentals, Merchandise, Gift Certificates, Green Fees, Taxes)
34	4.11	Ability to generate a Void report listing all voided financial transactions for: - Specific date range - Specific departments (i.e. Memberships, Classes/Programs, Facility Rentals, Merchandise, Gift Certificates, Green Fees, Taxes)
35	4.12	Ability to search all reports displayed on screen.
36	4.13	Ability to export reports into csv format.
37	4.14	Ability to export reports into xlsx/xls format.
38	4.15	Ability to export reports into pdf format.

39	4.16	Ability to export reports into html format.
40	4.18	Ability to generate an Over/Short report.
41	4.19	Ability to generate budget to actual report with comparisons to historical data for: <ul style="list-style-type: none"> - Revenue - Expenses - Liability
42	4.20	Ability to generate a custom export file.
43	4.21	Ability to generate a custom reconciliation report.
Future		
1	1.1	Ability to balance daily bank deposits to POS data.
2	1.5	Ability to provide an Interface Tool between ActiveNet and PeopleSoft to provide a snapshot of a day's deposit including: <ul style="list-style-type: none"> - Facility making the deposit - Deposit Number - Business Date - Cash & Checks Total - Credit Card Total - Other Total (Gift Cards, Rain Checks, House Account, A/R) - Total Sales - Over/Short Amount

ActiveNet Requirements Included in SOW

Marketing

#	Req #	Description
1	1.1	Ability to support the distribution of the the following types of marketing materials: <ul style="list-style-type: none"> - Notifications - Newsletter - Survey (may be a link to a 3rd party) - Weather - Promotions (coupons, specials) - Brochures
2	1.2	Ability to facilitate customer surveys or integration with 3rd party survey vendors.
3	1.3	Ability to support distribution of marketing materials in the following formats: <ul style="list-style-type: none"> - Email - Images (jpg, gif) - Documents (pdf, xls, docx, ppt, pub) - Text messages - Facebook - Twitter - Instagram - Smart phone <ul style="list-style-type: none"> - Android - iPhone
4	1.4	Ability to send out marketing notifications to customers in the following functional areas: <ul style="list-style-type: none"> - Permitting - Recreation - Campgrounds - Museums - CityWide Sports
5	1.5	Ability to create customized categories for grouping customers.
6	1.6	Ability to track when a customer participates in a marketing promotion.
7	1.7	Ability to export program data in CSV or RTF format that can be imported into a publishing application where a custom brochure can be created.
8	1.9	Ability to integrate with external City of Denver programs such as Silver Sneakers
9	1.11	Ability to customize the distribution of marketing materials based on the following criteria: <ul style="list-style-type: none"> - Dates - Times - Customer Type - Membership Type - Gender - Age - Usage - Purchase History - Facility Type
10	1.12	Ability to redeem coupons by applying discounts to the related fees.
11	1.13	Ability to identify the coupon source of redeemed coupons based on coupon code.
12	1.14	Ability to store the coupon source of redeemed coupons based on coupon code.
13	1.15	Ability to record a customer's preference for receiving maketing materials.
14	1.16	Ability to store donor information by customer.
15	1.18	Ability to distribute marketing materials to all customers stored in the database.
16	1.19	Ability for customers to opt out of receiving marketing distributions.
17	3.1	Ability to distribute marketing materials to customers who have permitted a facility.
18	4.2	Ability to record the number of customer visits to a facility.
19	5.1	Ability to record the number of web pages visited by a customer via Google Analytics.
20	5.2	Ability to record the number of classes and activities viewed by a custome via Google Analytics.
21	5.3	Ability to identify if a customer is a member when signing up for classes and activities.
22	5.4	Ability to identify if a customer is the Head of Household if they are not a member.
23	5.6	Ability to track customer click throughs to 3rd party sponsorship pages.
24	6.2	Ability to run reports of coupon redemption activity including coupon source.
25	7.1	Ability to create user profiles for marketing users.
26	7.2	Ability to support the same GUI look and feel at all facilities.

Future

1	6.1	Ability to support the following reporting functionality: <ul style="list-style-type: none"> - Demographic analysis - Metrics reporting
2	6.3	Ability to generate reports in a graphical format such as a chart.

ActiveNet Requirements Included in SOW

Campground

#	Req #	Description
1	1.4	Ability to automatically cancel a reservation if payment is not received with a designated time period.
2	1.6	Ability for Campground Staff to print out general requirements associated to the reservation.
3	1.7	Ability for Campground Staff to print out campsites specific requirements associated to the reservation type of a reservation.
4	1.8	Ability for Campground Staff to print out general rules associated to the reservation type of a reservation.
5	1.9	Ability for Campground Staff to print out campsites specific rules associated to the reservation type of a reservation.
6	1.10	Ability for Campground Staff to print out general policies associated to the reservation type of a reservation.
7	1.11	Ability for Campground Staff to print out campsites specific policies associated to the reservation type of a reservation.
8	1.12	Ability for Campground Staff to add internal notes to a reservation.
9	1.13	Ability for Campground Staff to add external notes to a reservation.
10	1.14	Ability for only Campground Staff to view internal notes associated to a reservation.
11	1.15	Ability for Campground Staff to view external notes associated to a reservation.
12	1.16	Ability for Campground Staff to print external notes on a reservation.
13	1.17	Ability to support recurring rentals of campsites.
14	1.18	Ability for Campground Staff to edit an existing reservation.
15	1.20	Ability for Campground Staff to make reservations for customers that walk-in or phone-in.
16	1.21	Ability for Campground Staff to search for open dates for specific campsites.
17	1.22	Ability for Campground Staff to view descriptions of a specific campground including a listing of all related amenities.
18	1.23	Ability for Campground Staff to print descriptions of a specific campground including a listing of all related amenities.
19	1.24	Ability to apply defined rates for specific campsites to a reservation.
20	1.26	Ability for Campground Staff to record a customer's preferred method of receiving notifications.
21	1.29	Ability to automatically send out a payment reminder notification for an upcoming reservation to a customer via the customer's preferred method of receiving notifications.
22	1.30	Ability for Campground Staff to customize the layout of their GUI display that is associated to only their user ID.
23	1.31	Ability to put a campsites On Hold when a deposit has been applied to an associated reservation.
24	1.32	Ability to change the status of a reservation from On Hold to Reserved when the reservation has been paid in full.
25	1.33	Ability to identify campsites that are not reserved as Available.
26	1.34	Ability to identify campsites that Campground Staff have blocked as Unavailable.
27	1.35	Ability for Campground Staff to cancel a reservation.
28	1.36	Ability for Campground Staff to process an early departure from a campsites.
29	1.37	Ability to identify a Campsites as Available after an early departure has been processed.
30	2.2	Ability for designated users to define the content and recipients of email notifications for automatically canceled reservations.
31	2.3	Ability for designated users to create, edit, and delete cancellation policies including amounts to be refunded based on the days in advance that the reservation is canceled.
32	2.5	Ability for designated users to create, edit, and delete requirements for a specific campsites.
33	2.6	Ability for designated users to create, edit and delete rules for a specific campsites.
34	2.7	Ability for designated users to create, edit, and delete policies for a specific campsites.
35	2.8	Ability for designated users to create, edit, and delete descriptions of a specific campsites including a listing of all related amenities.
36	2.9	Ability for designated users to create, modify and delete rates for campsites by day of the week for online customers on a recurring basis.
37	2.10	Ability for designated users to customize campsites rental fees based on the following categories: <ul style="list-style-type: none"> - Campsites Type - Campsites Location - Day of Week - Time of Day - Season - Fee Categories (for-profit vs. non-profit vs. internal)
38	2.11	Ability for designated users to customize the amenities associated to a campsites including the fees.
39	2.12	Ability for designated users to block a specific campsites from being sold (i.e. construction dates, holidays and other blackout days).
40	2.15	Ability for designated users to create, modify, and delete the content of reservation confirmations and include: <ul style="list-style-type: none"> - Dates of the reservation - Length of the reservation - Deposit amount - Remaining balance - Cancellation policy.
41	2.16	Ability for designated users to create, modify, and delete the content of reservation reminders.
42	2.17	Ability for designated users to create, modify, and delete the content of payment due reminders.
43	2.18	Ability to create user profiles to control access to specific modules and functions.
44	2.19	Ability for designated users to associate users to user profiles.
45	2.20	Ability for designated users to customize the layout of the POS GUI function keys for all users.
46	2.21	Ability for designated users to create, modify and delete discounted rates by day of the week or online customers.

47	2.22	Ability for designated users to create, modify and delete discounted rates by time of day for online customers.
48	2.23	Ability for designated users to create, modify and delete discounted rates by day of the week for a specific campsite or all campsites for online customers on a recurring basis.
49	2.24	Ability for designated users to create, modify and delete discounted rates by time of day for online customers on a recurring basis.
50	2.25	Ability for designated users to create and edit the length of time of inactivity on a POS machine to automatically log users off.
51	2.29	Ability for designated users to create, edit and delete campground payment policies.
52	2.30	Ability for designated users to define amenities and the associated fees for use by non-customers.
53	3.1	Ability to determine the amount of a refund associated to a cancellation based on applicable cancellation policies.
54	3.2	Ability to override the amount of a refund associated to a cancellation.
55	3.3	Ability to provide integrated refund processing between POS and Finance.
56	3.4	Ability to capture and associate a note to a refund.
57	3.5	Ability to support a refund (full or partial) of a reservation in the following tender types: <ul style="list-style-type: none"> - Cash - Check - Credit Card - House Account - Account Receivable
58	3.6	Ability to link refunds to original transactions.
59	3.7	Ability to determine the amount of a refund associated to an early departure based on applicable cancellation policies.
60	3.8	Ability to override the amount of a refund associated to an early departure.
61	3.9	Ability to ensure PCI compliance of customer credit card information for transactions made internally by Campground Staff as defined by the Manager of Finance's charter for "credit Card and Data Security Requirements". Need to get a copy of charter.
62	3.10	Ability to support credit card processing that is integrated or not integrated with 3rd party credit card processing systems.
63	3.11	Ability to support credit card processing that is not integrated with 3rd party credit card processing systems.
64	3.12	Ability to tender an unlimited number of the following tender types in a single payment transaction and in any combination: <ul style="list-style-type: none"> - Check - Cash - Credit card - House account - Gift card
65	3.13	Ability to sell individual gift cards.
66	3.14	Ability to display a gift card's transaction history and balance.
67	3.15	Ability to print gift card transaction history.
68	3.16	Ability to associate gift card purchases to a customer.
69	3.17	Ability to store all gift card purchase transactions.
70	3.18	Ability to associate gift card redemptions to a customer.
71	3.19	Ability to store all gift card redemptions.
72	3.21	Ability to assign a gift card number to an alpha numeric text string.
73	3.22	Ability to print the gift card number on the receipt of a payment transaction tendered with a gift card.
74	3.23	Ability to print the remaining balance of a gift card on the receipt of a payment transaction tendered with a gift card.
75	3.26	Ability to display all gift card balances.
76	3.28	Ability to support a refund (full or partial) of a reservation in the following tender types:payment types: <ul style="list-style-type: none"> - Cash - Check - Credit Card - House Account - Internal Billing Transfer
77	3.29	Ability to refund individual items associated to the receipt of a completed transaction.
78	3.30	Ability to cancel reservations.
79	3.31	Ability to determine the amount of a refund associated to a cancellation based on applicable cancellation policies.
80	3.32	Ability to override the amount of a refund associated to a cancellation.
81	3.33	Ability to provide integrated refund processing between POS and Finance.
82	3.34	Ability to capture and associate a note to a refund.
83	3.35	Ability to link refunds to original transactions.
84	3.36	Ability to provide a refund as a credit that can be used for either Parks or Recreation. (shared)
85	3.37	Ability to apply a discount to a specific campsite reservation.
86	3.39	Ability to support percentage based discounts.
87	3.40	Ability to support value based discounts.
88	3.41	Ability to search receipt history back through initial implementation.
89	3.42	Ability to search and view transactions (current day and historical) by: <ul style="list-style-type: none"> - Date - Time - Customer - Payment Type
90	3.43	Ability to cancel reservations.
91	3.53	Ability to capture customer's zip codes.

92	3.54	Ability to apply a deposit to a reservation.
93	3.55	Ability to process a payment for the remaining balance of a reservation.
94	3.56	Ability to apply deposit payments made by Campground Staff to an eskrow account.
95	3.57	Ability to apply deposit amount associated to a reservation to revenue from the escrow account when a reservation has been paid in full.
96	3.58	Ability to process a refund as defined by the cancellation policies when Campground Staff cancel a reservation.
97	3.59	Ability to override the refund amount defined by the cancellation policies when Campground Staff cancel a reservation.
98	3.60	Ability to automatically process a refund as defined by the cancellation policies when a customer cancel's a reservation online.
99	3.61	Ability to process a refund as defined by the early departure policies when processing an early departure.
100	3.62	Ability to override the refund amount defined by the early departure policies when Campground Staff process an early departure from a campsite.
101	3.63	Ability to process fees for non-customers for use of amenities.
102	4.1	Ability to generate reports regarding refunds by: - User - Campsite Type
103	4.2	Ability to generate a report to compare website reservation bookings to walk-in reservation bookings.
104	4.3	Ability to generate error logs for all functionality.
105	4.5	Ability to generate a refund report listing all refund transactions.
106	4.6	Ability to generate a Discount report showing all transactions that a discounts was applied.
107	4.9	Ability to generate a list of all customers participating in a customer loyalty program.
108	4.13	Ability to generate a Discount report showing all transactions that a discounts was applied.
109	4.14	Ability to generate demographic reports based on customer's zip codes.
110	4.16	Ability to generate campsite utilization reports.
111	5.1	Ability for customers to view external notes related to a reservation.
112	5.2	Ability for customers to display a site map showing all inventory and include the following information: - Available RV and Tent Sites - Reserved RV and Tent Sites - Unavailable RV and Tent Site - Dimensions of each RV and Tent Site - Site Type - Site Number
113	5.3	Ability for customers to click a campsite to zoom in to see the following detailed information: - Available Amenities (i.e. hookups, electricity, water, firewood, propane, showers, toilets, pull throughs, sewer, dumps, pets)
114	5.4	Ability to search for open dates for a specific campsite in a date based matrix.
115	5.7	Ability for customers to view early departure policies when booking a reservation.
116	5.8	Ability for customers to view cancellation policies when making a reservation.
117	5.9	Ability for customers to view requirements related to a campsite when making a reservation.
118	5.10	Ability for customers to view rules related to a campsite when making a reservation.
119	5.11	Ability for customers to view policies related to a campsite.
120	5.12	Ability for customers to print out policies related to a campsite.
121	5.13	Ability for customers to print out requirements related to a campsite.
122	5.14	Ability for customers to print out rules related to a campsite.
123	5.15	Ability for customers to print out cancellation policies related to a campsite.
124	5.16	Ability for customers to view descriptions of a specific campground including - List of all related amenities.(i.e. hookups, electricity, water, firewood, propane, showers, toilets, pull throughs, sewer, dumps, pets) - Operating season
125	5.17	Ability for customers to print descriptions of a specific campsite including a listing of all related amenities.
126	5.18	Ability for customers to view the following information related to the campground via integration with 3rd Party website: - Distance from highway - Distance from Denver - Distance from Stores, Laundromats, Restaurants, Points of Interest in the surrounding area - Driving Directions
127	5.19	Ability to automatically send out a reservation confirmation to a customer via the customer's preferred method of receiving notifications when a campsite reservation is made online.
128	5.20	Ability to ensure PCI compliance of customer credit card information for transactions made online as defined by the Manager of Finance's charter for "credit Card and Data Security Requirements".
129	5.21	Ability for customers to view campground payment policies.
130	5.22	Ability for customers to print campground payment policies
131	5.23	Ability for customers to make a deposit payment on a reservation.
132	5.24	Ability for customers to make payments on a reservation until the remaining balance has been fully paid.
133	6.2.1	Ability to support standard display monitors with a keyboard and mouse.
134	6.2.2	Ability to support touch screen display monitors
135	6.2.3	Ability to get users to their goal in 3 mouse clicks.
136	6.3.1	Ability for Online access to be available 24x7x365
137	6.3.2	Ability to detect access to the system by automated systems attempting to make reservations.

138	6.3.3	Ability for multiple users to login simultaneously by both internal Campground Staff and online customers.
139	6.3.4	Ability to provide access to system functions via user profiles.
140	6.3.5	Ability to provide access to system functions via user profiles.
141	6.3.6	Ability to automatically logout users after a pre-determined period of inactivity.
142	6.4.2	Ability to record the number of campsite reservations made by a customer online.
143	6.4.3	Ability to log all user activities performed by each user.
144	6.6.1	Ability to store data indefinitely (constrained only by disk space limitations).
145	6.6.5	Ability to store gift card balances and transaction history in real time in the database.

ActiveNet Requirements Included in SOW

Museum

#	Req #	Description
1	1.1	Ability for designated users to add customized notes to print on the bottom of a receipt.
2	1.2	Ability for designated users to customize the following information on the header of a receipt - Company Name - Address - Phone Number - Web Site URL
3	2.1	Ability to ensure PCI compliance information for all customer credit card transactions.
4	2.2	Ability to tender an unlimited number of the following tender types in a single payment transaction and in any combination: - Check - Cash - Credit card
5	2.3	Ability to refund a payment transaction processed via any tender type or combination of tender types.
6	2.4	Ability to void a transaction processed via any tender type or combination of tender types.
7	2.5	Ability to associate register transactions to the user that created the transaction.
8	2.7	Ability to capture the zip code of the customer associated to each sales transaction.
9	2.8	Ability to process donations received for the museum.
10	2.9	Ability to override an admission fee.
11	2.10	Ability to process a partial refund of an admission fee (i.e. charged full price for a child and need to refund the difference).
12	2.11	Ability to process a 'No Charge' admission fee.
13	3.1	Ability to create a daily report to cross check dposits against bank data.
14	3.2	Ability to generate a report that breaks down sales of US & Colorado zip codes. (Nice to have)
15	3.3	Ability to generate a report that lists all donations by: - Week - Month - Year
16	4.1.1	Ability to support standard display monitors with a keyboard and mouse.
17	4.1.2	Ability to support touch screen display monitors
18	4.1.3	Ability to get users to their goal in 3 mouse clicks.

ActiveNet Requirements Included in SOW

Adaptive Rec & Community Rec

#	Req #	Description
1	1.5	Ability for staff to display and print blank Summer in the Parks forms.
2	1.6	Ability to identify that a customer's payment form has been collected.
3	1.7	Ability for staff to display and print parent packet forms.
4	1.9	Ability for staff to display and print a blank medication administration form.
5	1.11	Ability for staff to display and print a blank SOAR form.
6	1.12	Ability for staff to display and download a blank Summer Day Camp form.
7	1.13	Ability to display and print all forms in English or Spanish.
8	1.14	Ability for staff to display and print a blank P.L.A.Y. form.
9	1.15	Ability for staff to display and print Guidelines for P.L.A.Y.
10	1.25	Ability for staff to display and print a blank After School form.
11	1.26	Ability for staff to display and print a Liability Waiver.
12	1.27	Ability for staff to display and print a Photo Release form.
13	1.28	Ability for staff to display and print a Registration form for a Center Based or Track and Field activity.
14	1.29	Ability to scan documents into into the system.
15	1.30	Ability to associate a scanned document to an activity for a specific customer.
16	1.31	Ability to identify if a customer qualifies for an activity.
17	1.32	Ability to only allow customers to enroll in an activity if they qualify for the activity.
18	1.33	Ability to identify customers that need extra assistance/special accommodations for participating in an activity.
19	1.1.1	Ability for designated staff to add, edit, and delete activities.
20	1.1.2	Ability for designated staff to add, edit and delete activity locations.
21	1.1.3	Ability for designated staff to add, edit and delete activity policies.
22	1.1.4	Ability for designated staff to associate activity policies with activities.
23	1.1.5	Ability for designated staff to create, edit and delete recurring payment plans for customers.
24	1.1.6	Ability for designated staff to create, edit and delete a scholarship.
25	1.1.7	Ability for designated staff to associate a scholarship to a customer or membership.
26	1.1.8	Ability for designated staff to create, edit and delete scholarship policies.
27	1.1.9	
28	1.1.10	Ability for designated staff to identify required documentation for licensed activities.
29	1.1.11	Ability for designated staff to identify general required documentation for all customers.
30	1.1.12	Ability for designated staff to create, edit and delete disabilities for association to customers.
31	1.1.13	Ability for designated staff to identify required documentation for the Community Rec activity Summer Day Camp.
32	1.1.14	Ability for designated staff to identify required documentation for the Community Rec activity Teen Adventures.
33	1.1.15	Ability for designated staff to identify required documentation for the Community Rec activity SOAR.
34	1.1.16	Ability for designated staff to identify required documentation for the Community Rec activity Summer in the Parks.
35	1.1.17	Ability for designated staff to define the required supporting documentation for a P.L.A.Y. application for the following categories: - Proof of Income - Proof of Guardianship - Proof of Residency
36	1.1.18	Ability for designated staff to create, edit and delete the content of automated email notification reminders to customers enrolled in a payment plan
37	1.1.19	Ability for designated staff to create and edit the number of days after sending a notification to automatically charge a customer's credit card..
38	1.1.21	Ability for designated staff to create, edit and delete qualifying questions related to an activity.
39	2.1	Ability for scholarship data to be available across divisions and activities.
40	2.2	Ability to create and edit a customer scholarship.
41	3.1	Ability to identify activities that are licensed or unlicensed.
42	3.2	Ability to associate activities to a location.
43	3.3	Ability to identify documents that are required for customers to complete for an activity.
44	3.4	Ability to enroll customers in an activity.
45	3.5	Ability for customers to be enrolled in multiple activities simultaneously.
46	3.6	Ability to identify that a customer payment (full or partial) associated to an activity has been collected.
47	3.7	Ability to identify when an activity that a customer is enrolled in has been paid in full.
48	3.8	Ability for designated users to associate activities to a program.
49	3.9	Ability for staff to display and print activity rosters.
50	3.11	Ability to associate specific documents to an activity.
51	4.2	Ability to identify that a customer payment (full or partial) associated to an activity has been collected.
52	4.3	Ability to identify when an activity that a customer is enrolled in has been paid in full.
53	4.4	Ability to send automated email notification reminders to customers enrolled in a payment plan

54	4.5	Ability to automatically process payment for a customer enrolled in an automated payment plan after a designated period of time of issuing a notification reminder.
55	5.2	Ability for customers to print or download (save as file locally) a completed Community Rec application.
56	5.3	Ability for customers to display and download a blank Community Rec application.
57	5.4	Ability for customers to acknowledge acceptance of the effective policies for participating in a activity.
58	5.5	Ability for customers to display documents in English or Spanish.
59	5.6	Ability to only allow customers to enroll in an activity if they qualify for the activity.
60	5.7	Ability for customers to view all Community Rec activities.
61	5.8	Ability for customers to display and download a checklist of required documents for a specific activity.
62	5.9	Ability for customers to display and download a blank Summer in the Parks form.
63	5.10	Ability for customers to display and download parent packet forms.
64	5.11	Ability for customers to display and download a blank medication administration form.
65	5.12	Ability for customers to display and download a blank SOAR forms.
66	5.13	Ability for customers to display and download a blank Summer Day Camp form.
67	5.14	Ability for all forms to be displayed or downloaded to be in English or Spanish.
68	5.15	Ability for customers to display and download a blank P.L.A.Y. form.
69	5.16	Ability for customers to display and download Guidelines for P.L.A.Y.
70	5.17	Ability for customers to display and download a blank After School form.
71	5.18	Ability for customers to display and download a Liability Waiver.
72	5.19	Ability for customers to display and download a Photo Release form.
73	5.20	Ability for customers to display and print a Registration form for a Center Based or Track and Field activity.
		Ability for customers to display and download the following Adaptive Rec forms:
74	5.21	- Medication Administration form
		- Annual Information form
75	5.22	Ability for customers to respond to qualifying questions associated to an activity.
Future		
1	1.20	Ability to identify if one of the following Proof of Residency documents for a customer's P.L.A.Y. application has been collected: - Driver's License - Utility Bill
2	1.1.20	Ability for designated staff to customize activity rosters.
3	6.1.1	Ability to support access by vision impaired users.

ActiveNet Requirements Included in SOW

Kids Watch

#	Req #	Description
1	1.2	Ability to record the time that parents sign children into Kids Watch.
2	1.3	Ability to apply an expiration time based on: - Time of at sign-in - Time remaining in the current operating window
3	1.4	Ability to identify when a parent's photo ID is on hold at the front desk.
4	1.5	Ability to generate 2-part labels that consist of: PART 1 (to be worn by the child) - Child's Name - Age - Kids Watch ID Number - Check-in Time - Expiration Time - Bar Code PART 2 (to be provided to the parent) - Kids Watch ID Number - Check in Time - Expiration Time - Bar Code
5	1.6	Ability to identify when a child is in Kids Watch.
6	1.7	Ability to track the number of children signed-in to Kids Watch.
7	1.8	Ability to prevent sign-in of children into Kids Watch when the current number of children checked in reaches the maximum capacity threshold.
8	1.9	Ability to add children to a wait list that includes the following attributes: - Child's Name - Child's Age - Parent's Name - Time Added to Wait List
9	1.10	Ability to remove children from the wait list.
10	1.11	Ability to validate that the child: - Is enrolled in a regional family membership or - Paid the appropriate non-membership fee
11	1.12	Ability to prevent sign-in of children into Kids Watch if they are not enrolled in a regional family membership or not paid the appropriate non-membership fee.
12	1.19	Ability to detect when a membership waiver has expired.
13	1.25	Ability for Kids Watch staff to associate a membership waiver to a child.
14	1.26	Ability for Kids Watch staff to display a membership waiver.
15	1.33	Ability to identify when the number of children signed into Kids Watch has reached maximum capacity.
16	2.1	Ability for designated staff to define the amount of time that a child can attend Kids Watch.
17	2.2	Ability for designated staff to define the morning hours of operation.
18	2.3	Ability for designated staff to define the evening hours of operation.
19	2.6	Ability for designated staff to set and edit the expiration time alert notification threshold.
20	2.7	Ability for designated staff to create, edit, and delete a membership waiver.
21	2.9	Ability for designated staff to create, edit, and delete an accident report.
22	2.10	Ability for designated staff to create, edit, and delete a discipline report.
23	3.1	Ability to scan Rec Center ID cards to determine if the customer belongs to a Regional Family Membership.
24	3.2	Ability to charge customers that do not belong to a Regional Family Membership the following fees: - \$5 for the 1st child - \$3 for each additional child
25	4.1	Ability to generate a report listing all children currently signed-in to Kids Watch by expiration time including the following attributes: - Child's Name - Parent's Name - Parent's Location - Check-in Time - Expiration Time
26	4.2	Ability to generate a usage report based on a date range that identifies peak times and includes: - Child's Name - Parent's Name - Parent's Location - Check-in Time - Check-out Time

ActiveNet Requirements Included in SOW

Citywide Sports

#	Req #	Description
1	4.1	Ability to perform automatic scheduling to ensure: <ul style="list-style-type: none"> - Equal game distribution - Equal time distribution - Equal location/field distribution
2	4.2	Ability to record the following information associated to a league schedule: <ul style="list-style-type: none"> - Primary Team Contact Name (manager or coach) - Primary Team Contact Phone Number - Alternate Team Contact Name (manager or coach) - Alternate Team Contact Phone Number - Team Email - Alternate Team Email
3	4.3	Ability to automatically assign participants to a team by sport.
4	4.4	Ability to automatically assign teams to a league by sport.
5	4.5	Ability to identify appropriate age group based on the participant's DOB.
6	4.7	Ability to display all league information for all rec centers at every rec center/location.
7	4.8	Ability to create a wait list for participants or teams by sport.
8	4.9	Ability to move participants from a wait list for a specific sport to a team.
9	4.10	Ability to access historical individual, team, and league data for a minimum of 2 years.
10	4.12	Ability for league management to integrate with permitting (facility rentals) to display permitted fields.
11	4.13	Ability to manage games within a league to: <ul style="list-style-type: none"> - Reschedule games - Change game times - Change game location/site - Change team contact information - Issue forfeits - Ability to enter result (scores, Win/Loss, Standings) - Ability to change tie-breaker scenarios - Ability to assign officials to games - Ability to change assignment of officials to games
12	4.15	Ability for online customers to view <ul style="list-style-type: none"> - League Standings - Game Results - Team Contact Information - Team Standings - Organization Contacts - Waivers Rules - Game loactions - Game times - League Schedule - Team Schedule
13	4.16	Ability to set up A/Rs for leagues and assocaito to a specific facility.
14	4.17	Ability to create a league of teams that meet the following: <ul style="list-style-type: none"> - Maximum number of teams permitted - Minimum number of teams permitted.
15	4.19	Ability to notify players of cancelations via: <ul style="list-style-type: none"> - Email - Text Messages
16	4.21	Ability to send notifications of game changes to:associated players via their preferred method of receiving notifications.
17	4.22	Ability to send notifications of game changes to associated Officials via their preferred method of receiving notifications.
18	4.23	Ability to substitute Officials.
19	4.24	Ability to identify game cancelations.
20	4.25	Ability to send notifications of game cancelations to associated players and teams.
21	4.26	Ability to send notifications of game cancelations to associated Officials.
22	4.27	Ability to assign games to more than one site per schedule
23	4.28	Ability to create a schedule with an unlimited number of teams.
24	4.29	Ability to create a schedule with an unlimited number of games per week.
25	4.30	Ability to create a schedule for an unlimited number of: <ul style="list-style-type: none"> - Days - Times - Venues
26	4.31	Ability to create a schedule with an unlimited number of games per season.

27	4.32	Ability to optimize schedules so that: - No team has all of the early or late games - Each team has the same number of home and away games - Teams are equally distributed among locations
28	4.33	Ability to schedule double-headers where 1 or 2 teams plays a double-header each week (e.g. 7 teams play 4 games in 1 week and 1 team always gets a double-header).
29	4.34	Ability to schedule double-headers where 2 teams play back-to-back games.
30	4.35	Ability to schedule double-headers where all teams play 2 games per week against 2 different opponents and the double headers are scheduled: - Back-to-back on consecutive times - So every team has the same number of early, middle, and late games during the season
31	4.39	Ability to automatically move players from the wait list to a team.
32	4.40	Ability to override the following data related to an auto-generated schedule: - Game times - Game location/site - Early or late game assignments - Home and away game assignments - Location assignments
33	4.1.1	Ability for designated staff to set the minimum and maximum number of participants to create a team by sport.
34	4.1.2	Ability for designated staff to set the minimum and maximum number of teams to create a league by sport.
35	4.1.3	Ability for designated staff to manually assign participants to a team.
36	4.1.4	Ability for designated staff to manually assign teams to a league.
37	4.1.5	Ability for designated staff to create and modify the required number of online and in person registrations to be applied when registering for a team.
38	4.1.6	Ability for designated staff to create, edit, and delete the content of game change notifications
39	4.1.7	Ability for designated staff to create, edit, and delete the content of game cancelation notifications.
40	4.1.8	Ability for designated staff to set the maxium number of teams that can be assigned to a league.
41	4.1.9	Ability for designated staff to set the minimum number of teams that can be assigned to a league.
42	4.1.10	Ability for designated staff to set the threshold for sending reminder notifications for upcoming games.
43	4.2.1	Ability to tender an individual league registration.
44	4.2.2	Ability to tender a team league registration.
45	4.2.3	Ability to tender a team league registration via multiple individual payments.
46	4.3.2	Ability to generate the following league reports: - League Standings - Game Schedules - Game Results - Teams - Leagues - Locations/Sites - Officials - Coaches - Managers - Age Groups - Gender
47	4.3.3	Ability to report the following: - Games - Game times - Game location/site - Team contact information - Forfeits - Result (scores, Win/Loss, Standings) - Officials to games - Change assignment of officials to games
48	4.3.4	Ability to report all permitted facilities reserved for Citywide Sports Leagues and Tournaments..
49	5.1	Ability to set up A/Rs for tournaments at a specific facility.
50	5.2	Ability to copy the A/R, contract, and quote data related to an existing tournament when creating a new tournament.
51	5.3	Ability to create pool play tournaments.
52	5.4	Ability to utilize the results of the round-robin games associated to a pool tornament to seed any of the tournament brackets.
53	5.6	Ability to provide support recurring tournaments and events..
54	5.7	Ability to set up a tournament or event using historical data from past tournaments or events.
55	5.8	Ability to change brackets such as: - Locations - Times - Teams - Dates - Officials
56	5.1.1.	Ability to store data for events and tournaments indefinitely.
57	5.1.2	Ability to store league registration information in the database in real-time.
58	5.2.1	Ability to report brackets.

ActiveNet Requirements Included in SOW

Outdoor Pools

#	Req #	Description
1	1.1	Ability to ingest the following transaction data for each POS: <ul style="list-style-type: none">- Checkins- Sales- Activities- Memberships- Usage.- Internal Program Usage (i.e. Summer in the Parks)- External Program Usage (i.e. Day Camps)
2	1.2	Ability to connect to wifi to perform the following functions: <ul style="list-style-type: none">Checkins- Sales- Activities- Memberships- Usage.- Internal Program Usage (i.e. Summer in the Parks)- External Program Usage (i.e. Day Camps)
3	1.3	Ability to perform one day mass registrations.
4	1.4	Ability to search activities at all outdoor pool locations.

Exhibit 4

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE: (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED 1374848 Active Network, Inc. 10182 Telesis Ct., Suite 100 San Diego CA 92121	INSURER A: Federal Insurance Company		20281
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES 1084882 **CERTIFICATE NUMBER:** 12721070 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	3587-79-16	4/16/2013	4/16/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	(13)7354-66-85	4/16/2013	4/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HJUB-3881N74-6-13	4/16/2013	4/16/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured where required by written contract for General Liability and Auto liability subject to the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

12721070

City and County of Denver
 Department of Public Works
 201 West Colfax, Dept. #611
 Denver CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

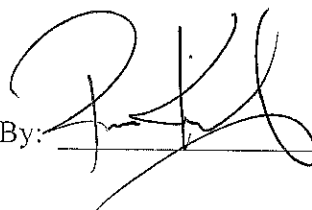
By _____

By _____



Contract Control Number: TECHS-201314203-00

Contractor Name: THE ACTIVE NETWORK INC

By:  _____

Name: RAM KRISHNAN
(please print)

Title: SVP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

