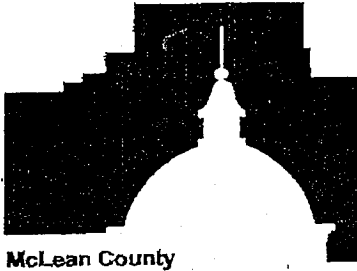




Property Committee Agenda
Room 400, Government Center
Thursday, January 9, 2014
4:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – December 5, 2013
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Mike Steffa, Director, Parks and Recreation Department
 - 1) Items to be Presented for Action:
 - a) Request Approval of Contract for a new Campground Automation Reservation System 1-12
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Bill Wasson, County Administrator
 - 1) Items to be Presented for Action:
 - a) Request Approval of an RFP Requesting Proposals for a Needs Assessment and Pre-Architectural Plan (to be distributed at Meeting)
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
5. Other Business and Communications
6. Recommend Payment of Bills and Transfers, if any, to County Board
7. Adjournment



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee
FROM: Michael J. Steffa, Director of Parks and Recreation
DATE: December 30, 2013
RE: Contract for a New Campground Automation Reservation System

The Park's Department is requesting permission to sign a contract and to purchase a new campground automation reservation system, with Campground Automation Systems, Incorporated (CAS). The current system was purchased in the early to mid 1990's. This current system does not allow us on-line reservation capabilities and, more importantly, does not have a secure credit card provider, and are not PCI compliant. Under current state/federal laws we must be in compliance with PCI laws providing a secure storage for credit card users and their numbers. The vendor (CAS) will be handling these compliances off-site and McLean County would not be liable for any breaches of security with these credit card numbers.

In addition, this new system would allow the Park's Department to offer on-line capabilities to their customers. This would satisfy a high volume of customer requests for this service. This on-line capability would also reduce the amount of time Park staff would be using reserving campsites or picnic shelters via telephone or walk-ins at the park Visitor Center. Therefore, staffing could be utilized elsewhere. This new system will also allow us to keep inputting all financial/revenue that comes into the Park. This system will also allow us to keep better track of inventory and produce additional financial reports if needed.

Initial set-up fees will be paid by the Information Technologies Department. The Park's Department would then be responsible for a monthly service fee. Any additional fees for using the on-line portion of this system will be passed on to the customer.

Attached: Contract from Campground Automated Service, Incorporated



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Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:
 - U.S. and Canada: 877-810-1296 (US and Canada) or 442033645829 (international)
 - London: 442033645829
 - Singapore: 6565124501

From:	Craig Nelson
Envelope Subject:	End User Agreement / Comlara Park
Attachments to Fax:	
Envelope ID:	8871cfd1-49e7-431e-82aa-7f31bece84c8
Sender Account Name:	Campground Automation Systems, Inc.
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: service@docusign.com | 1.866.219.4318

Note:
 Fax transmissions take approximately one minute per page faxed.
 This page may only be used once. If you would like to fax again, you must print a new cover page.

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Campground Automation Systems - License Agreement

Licensee (Company Name): McLean County Government

Campground Name: Comlara Park

Individual to Contact:

Street Address:

City:

State/Province:

Zip:

Website:

Country:

Phone Number: (309) 888-5100

Email: craig.nelson@mcleancountyil.gov

Fax Number:

Monthly Fee for Service: 249.00

Number Sites on Sunrise: 150

Free customization hours with plan: 10

Setup Fee: 1550.00

Customization Hourly Rate: 90.00

Fee for Online Reservations: 3.50

Sunrise Features: Premium

Service Provided by Campground Automation Systems: Sunrise Reservations and Sunrise Panorama

Additional Terms supersede any conflicts that may be in agreement below:

Term Length: Unless otherwise agreed upon in writing, this agreement is for one year and shall automatically renew each successive year in one year increments on the anniversary date of execution unless Licensee terminates the agreement by providing written notice thereof to CAS not later than 60 days prior to the anniversary date of the agreement.

Payment Terms: Licensing fee will be taken by setting up an automatic draft of the Licensee's bank account or by credit card on a monthly basis.

**CAMPGROUND AUTOMATION SYSTEMS, INC.
LICENSE AGREEMENT**

Whereas Licensee desires to receive, and Campground Automation Systems, Inc. as Licensor, (hereinafter, CAS) desires to grant to Licensee, a non-exclusive license to make certain websites, web applications and software available for use to Licensee's Authorized Users in accordance with the terms and conditions set forth below, and in consideration of the above stated amount to be paid monthly, the parties hereby agree as follows:

SECTION I DEFINITIONS. The definition of terms set forth in this Section 1 shall apply when such terms are used in this Agreement, its exhibits, and any amendments hereto.

- 1.1 **"Authorized Users"** means Licensee's employees, agents and contractors.
- 1.2 **"Effective Date"** means the date on which CAS executed this Agreement as set forth on the signature page.
- 1.3 **"Enhancements."** Changes, additions, upgrades, other than Maintenance Modifications, to the Licensed Software, Equipment, or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.
- 1.4 **"Equipment."** Any and all hardware provided by CAS to the Licensee pertaining to the support, operation and functionality of the software in the course of the subscription of the Services.
- 1.5 **"Errors."** Problems caused by incorrect operation of; (i) the computer code of the Licensed Software, (ii) the Equipment provided by CAS (where applicable), or (iii) an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.
- 1.6 **"Licensed Documentation."** The system documentation and the user manuals in whatever form available, currently available from CAS, for the Licensed Software or any Equipment provided by CAS, and more particularly described at Exhibit A hereto *[to be provided in equipment purchase]*.
- 1.7 **"Licensed Software."** CAS's "Sunrise Reservations" and "Sunrise Panorama" web applications as well as any locally installed software that CAS might deem necessary to provide for the performance of its Service. This further includes Sunrise Kiosks or other approved Equipment including site-control firmware, which Licensee may purchase as part of the Sunrise System. This does NOT include network hardware or software, computer hardware or software, or Internet connection software required to access CAS hosted software.
- 1.8 **"Maintenance Modifications."** Modifications or revisions to the Licensed Software,

Equipment, or Licensed Documentation that correct Errors therein.

- 1.9 **"Service."** The entire scope of service provided by CAS for and to the benefit of the Licensee as pertains to the licensing of the Service, which includes but is not limited to, the use of the Software, Equipment (where provided by Licensor), Manuals and other pertinent documentation, where provided, and solely as described under this Licensing Agreement or related documentation.
- 1.10 **"Online Reservation."** For the purposes of this agreement and for billing clarification, an online reservation is a reservation that is completed by the guest of the park/campground through SunriseReservations.com.

SECTION II LICENSE AND FEES

- 2.1 Subject to the terms and conditions of this Agreement, CAS grants to Licensee a nontransferable, nonexclusive, limited right to access Software. This license is expressly conditioned upon Licensee's compliance with the following requirements:
- 2.2 Licensee may not modify or alter the Software, or any components thereof, as they are provided by CAS to Licensee.
- 2.3 Any use of the Software licensed pursuant to this Agreement by the Licensee and/or its Authorized Users will be subject to the terms and conditions of the CAS Privacy Policy and Terms and Conditions that accompanies the Software. Licensee is responsible for ensuring that the Privacy Policy and Terms and Conditions is posted on Licensee's website and that each authorized user is aware of and complies with the terms of the Privacy Policy and Terms and Conditions. Additionally, CAS does not retain any credit cards information as part of the Terms and Conditions and Privacy Policy and therefore, Licensee may not record credit card information in the Software in any format. CAS will not be held liable for credit card information loss because it retains no Credit Card data.
- 2.4 Licensee agrees not to modify, reverse engineer, reverse compile, or otherwise disassemble the Software. Licensee may not use nor permit any other party to use, reproduce, sublicense, display, distribute or dispose of the Software, in whole or in part, other than as expressly permitted under this Agreement. Licensee further agrees that it will not display or distribute any screen shots of the Software without CAS's written consent.
- 2.5 Licensee acknowledges that the Software is the sole and exclusive property of CAS and that it embodies valuable confidential and secret information of CAS, the development of which required the expenditure of considerable time and money by CAS. Licensee shall treat the Software and Licensed Documentation in confidence and acknowledges that CAS retains all right, title, and interest in the Software, including without limitation all copyrights, patents, trademarks and other proprietary rights including data collected by software. Except as expressly set forth herein, no other rights or licenses are granted or

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- 2.6 If the Software and the related documentation are provided as an upgrade to an earlier licensed release of the Software, then you must have a valid license to operate such earlier release of the same version and edition as the upgrade to install or use the upgrade. All software being upgraded is deemed to be a part of the Software and is subject to this Agreement.
- 2.7 The License fee set forth in this Agreement shall be paid by Licensee within 30 days of Licensor's execution of this Agreement. The License fee is subject to change at the expiration of any year of Service as measured from the execution date of this Agreement.
- 2.8 The license fee specified in this Agreement hereof is exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the computer software licensed hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.
- 2.9 Licensee shall make payments on or before required due dates for all payments including setup fees, ongoing license fees, supports fees, and any other ongoing payments required by CAS. If Licensee fails to make payments within 5 days of the due date, CAS may charge a 15% late fee for each month delinquent as late fees. CAS reserves the right to terminate Software service without notice to any Licensee for delinquent payments.
- 2.10 The preferred method of payment for monthly license fee(s) is either ACH or credit card. This is the payment method that will be used to automatically collect payment on a monthly basis as well as setup fees. Please select payment method.
- 2.11 Any remitted payment that results in an NSF or a declined credit card shall subject licensee to an additional \$100 penalty fee.

SECTION III TERMINATION

- 3.1 This Agreement will continue until terminated pursuant to this section 3. Either party may terminate this Agreement at any time by providing written notice to the other party. This Agreement will automatically terminate in the event that Licensee becomes insolvent, has a receiver appointed, makes an assignment for the benefit of the creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law.
- 3.2 In the event of any termination of this Agreement, all Licensee's rights granted herein shall immediately cease. No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed to be a waiver of any other or subsequent breach. The rights of the parties under this clause are in addition to any other rights and remedies provided by law or under this Agreement. Sections 1, 2, 3, 4, 5, and 6 shall survive termination of this Agreement.

- 3.3 In the event Licensee fails to pay the monthly fee above described, CAS reserves the right to immediately terminate this contract. Both parties agree that CAS does not waive this remedy or any other remedies should it decide to not take action.
- 3.4 If this agreement has a term for length of time listed on page 1 and the Licensee terminates the agreement before the end of the term without just cause, the Licensee will be responsible for the remaining payments of the term unless waived by CAS.
- 3.5 In the event that CAS determines it necessary to take legal action for collection of any or all outstanding amounts owed by Licensee, Licensee agrees to compensate CAS for any and all such legal related expenses, including but not limited to court costs, reasonable attorney fees, and late charges and interest accrued on the outstanding amount(s) owed.

SECTION IV. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

OTHER THAN A LIMITED ONE (1) YEAR WARRANTY PROVIDED BY CAS FOR ITS EQUIPMENT, CAS PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE, INCLUDING BUT NOT LIMITED TO THE SOFTWARE, EQUIPMENT, OR MANUALS OR SUPPORTING DOCUMENTATION. THE SOFTWARE, EQUIPMENT, AND DOCUMENTATION ARE ALL PROVIDED "AS IS".

- 4.1 The Service, including but not limited to the Software, Equipment and Documentation, is licensed to Licensee on an "AS IS" basis. CAS MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICE LICENSED HEREUNDER, INCLUDING WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 4.2 As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Software for which CAS is responsible, CAS shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, CAS shall not be obligated to correct, cure, or otherwise remedy any Error in the Software resulting from any (1) modification of the Software by Licensee, (2) misuse or damage of the Software other than by personnel of CAS, or (3) failure of Licensee to notify CAS of the existence and nature of such nonconformity or defect promptly upon its discovery.
- 4.3 IN NO EVENT SHALL CAS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, THE SOFTWARE, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CAS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LICENSEE ACKNOWLEDGES THAT THIS ALLOCATION OF RISKS IS A PART OF THE

BARGAIN OF THIS AGREEMENT. CAS's total liability under this Agreement, however arising, shall not exceed the lesser of five hundred dollars (\$500.00) or the annual license fee remitted by the Licensee.

- 4.4 DUE TO THE COPMLEXITY OF THE SOFTWARE, IT IS POSSIBLE THAT USE OF THE SOFTWARE COULD LEAD TO THE UNINTENTIONAL LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL CAS BE HELD LIABLE FOR ANY SUCH LOSS OR CORRUPTION OF DATA OR INFORMATION RELATED TO ANY LICENSEES OR THIRD PARTIES WHO MAY USE THIS SOFTWARE. Although CAS takes many precautions in order to protect this data including nightly backups to locations off-site from the hosted server, the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption, and CAS shall not be held liable for the loss or corruption of such data.

SECTION V. INDEMNIFICATION

- 5.1 CAS has no obligation to indemnify, defend or hold Licensee harmless from and against any claim that the Software licensed hereunder infringes any third party patent, copyright, trademark or other intellectual property right. Licensee will promptly notify CAS of any such claim.
- 5.2 To the extent permitted by applicable law, Licensee will indemnify, defend and hold CAS harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with Licensee's use of the Software, unless the claim arises solely out of the Software as originally provided by CAS to Licensee. The foregoing exception will not apply to a claim arising out of the combination of the Software with any other software or hardware. CAS will promptly notify Licensee of any such claim and will provide reasonable cooperation and assistance in connection with such claims.

SECTION VI. GENERAL TERMS

- 6.1 CAS reserves the right to change the Service as it may deem necessary or desirable. CAS reserves the right, without penalty or liability, to withdraw or discontinue any Service, without penalty or liability, from a Licensee who causes a system to malfunction or to a Licensee who fails to make changes which, in CAS's sole discretion, would prevent future malfunctions. CAS reserves the right to service, repair, exchange, test, and perform quality assurance exams on all CAS provided Equipment, if deemed necessary by CAS both on and off the Licensee's premise(s) and at Licensee's expense throughout the duration of the Agreement. CAS reserves the right to process test system on Licensee's behalf and at Licensee's expense in order to monitor performance and Quality Assurance. After the initial installation of any necessary Equipment, any relocation thereafter must be approved and/or performed by an authorized CAS representative. Failure to comply will constitute grounds for termination of this Agreement and

immediate repossession of all Equipment. Licensee is solely and completely financially responsible for any damage sustained to Equipment while such Equipment was in possession of the Licensee or on Licensee's property or storage, unless otherwise agreed upon in writing by CAS.

- 6.2 CAS shall not be liable for delays in performance under this Agreement or for failure to perform hereunder by reason of any third party's failure to provide CAS with the data necessary for complete and proper transmission of the Service. In the event that CAS shall be delayed, hindered in or prevented from the performance of any work, service or other acts required of CAS under this Agreement due to strikes, walk-outs, telecommunications equipment and power failures, government restrictions, civil commotion, riots, acts of terrorism, acts of war, fire, or act of God, all of such activities being beyond the control of CAS, then performances of such work, service, or other acts shall be excused for a period of such delay and the period for the performance of such work, services, or other acts shall be extended for a period equivalent to the period of such delay.
- 6.3 No action regardless of form, arising out of this Agreement, may be brought by either party hereto more than one year after the event giving rise to the cause of action except in the case of nonpayment, in which the applicable statute of limitation for collection actions will be applicable.
- 6.4 NOTICES. Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail; or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform CAS in writing of any change in Licensee's physical or electronic address.
- 6.5 EXPORT. Licensee may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also agrees that Licensee will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- 6.6 INJUNCTIVE RELIEF. Licensee recognizes and acknowledges that any use or disclosure of the Software or Licensed Documentation by Licensee in a manner inconsistent with the provisions of this Agreement may cause CAS irreparable damage for which remedies other than injunctive relief may be inadequate, and Licensee agrees that in any request to a court of competent jurisdiction by CAS for injunctive or other

equitable relief seeking to restrain such use or disclosure, Licensee will not urge that such remedy is not appropriate under the circumstances.

- 6.7 ASSIGNMENT. This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by Licensee by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement in violation of this section will be void.
- 6.8 RELATIONSHIP OF THE PARTIES. Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint ventures, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.
- 6.9 PUBLICITY. Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without CAS's prior consent.
- 6.10 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee as applied to agreements entered into and to be performed entirely within Tennessee between Tennessee residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in Nashville, Tennessee. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.
- 6.11 NO ORAL AGREEMENTS. This Agreement constitutes the entire Agreement between the parties concerning the use and distribution of the Software licensed hereunder. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
- 6.12 CAS reserves the right to market online reservations on behalf of the licensee.
- 6.13 CAS will move the park to production 30 days after the demo build is available to begin testing or at the date requested by the park, whichever is earlier. Upon transfer to the production environment, CAS will begin billing at the contracted monthly rate.
- 6.14 The licensee grants that Sunrise Reservations will be the only source for online reservations for their park. Email forms or other optional reservation options will be taken off the licensee's website.
- 6.15 For licensee's not contracted on the unlimited pricing plan, CAS reserves the right to bill the licensee at the unlimited plan rate that is listed on the CAS website (www.campgroundautomation.com/pricing) at any time that the licensee does not have a readily apparent link to take online reservations on their website or if the licensee takes the online reservations link off of their website. Billing at the unlimited plan rate will continue until a readily apparent online reservations link to Sunrise Reservations is added to the park's website.

SECTION VI. BILLABLE HOURS

- 7.1 Customization of the software will be billed at the hourly rate listed on the first page of this document. Prior to any customization being completed that will be billable, CAS will notify the licensee for approval.

The Starter and Standard plans do not include any customization time. All customization of the software is billable.

The premium and unlimited plans come with some hours of free customization. Once those hours are used up, notification for billable hours will be sent to the licensee prior to any billable work being done.

Understood and agreed to by the duly authorized representatives of the parties:

LICENSEE:

By: (signature) *Michael J. Steffa For McLean County*

Printed Name: Craig Nelson *Michael J. Steffa*

Title: Director, Information Technologies, *Director - McLEAN COUNTY DEPT. OF PARKS & RECREATION*

Institution: *McLEAN COUNTY DEPT. OF PARKS & REC.*

Date: ~~1/21/14~~

CAS:

By: (signature)

Printed Name: Tyler Duffy

Title: President

Date: (Effective Date)

ADOPTED by the McLean County Board this 21st day of January, 2014

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board