

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO ACCEPT AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ROCK HOUSE MEDIA, AN ETIX PARTNER, FOR DONATED SERVICES RELATED TO THE DESIGN AND HOSTING OF A PROFESSIONAL AND MARKET DRIVEN WEBSITE FOR THE SOLDIERS AND SAILORS MEMORIAL AUDITORIUM AND TIVOLI THEATER WITH AN ESTIMATED VALUE OF FIVE THOUSAND DOLLARS (\$5,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Director of General Services to accept and enter into a Memorandum of Understanding with Rock House Media, an Etix Partner, for donated services related to the design and hosting of a professional and market driven website for the Soldiers and Sailors Memorial Auditorium and Tivoli Theater with an estimated value of \$5,000.00.

ADOPTED: _____, 2013

/mms

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: 13-Aug-13

Preparer: Cary Bohannon

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # 7

A RESOLUTION AUTHORIZING GENERAL SERVICES TO ACCEPT AND ENTER INTO A CONTRACT WITH ROCK HOUSE MEDIA, AN E-TIX PARTNER, FOR DONATED SERVICES RELATED TO THE DESIGN AND HOSTING OF A PROFESSIONAL AND MARKET DRIVEN WEBSITE FOR THE SOLDIERS AND SAILORS MEMORIAL AUDITORIUM AND TIVOLI THEATER WITH AN ESTIMATED VALUE OF FIVE THOUSAND DOLLARS (\$5000.00).

Name of Vendor/Contractor/Grant, etc.	<u>Rock House Media</u>	New Contract/Project? (Yes or No)	<u>YES</u>
Total project cost \$	<u>0</u>	Funds Budgeted? (YES OR NO)	<u>NO</u>
Total City of Chattanooga Portion \$	<u>N/A</u>	Provide Fund	_____
City Amount Funded \$	<u>N/A</u>	Provide Cost Center	_____
New City Funding Required \$	<u>0</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	<u>N/A</u>	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Services are provided for all ETIX clients and will save the city hosting fees for our current "Chattanoogaonstage.com" website

Approved by:  _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made this _____ day of _____, 2013, (the "Effective Date"), by and between **THE CITY OF CHATTANOOGA**, a Tennessee municipal corporation (hereinafter called "City"), and **INTELLIMARK d/b/a ROCKHOUSE PARTNERS** (hereinafter "Rockhouse") and sometimes collectively referred to as the "Parties." The Director of the General Services Department of the City (the "Director") shall be the City's agent for the purposes of any action that may be taken by the City.

WITNESSETH:

WHEREAS, Intelli-Mark Technologies, Inc. ("Etix") and the City of Chattanooga ("City") entered into that certain Ticketing Services Agreement dated September 9, 2004, whereby City granted E-Tix the exclusive right to sell, on behalf of City, all available tickets for scheduled events held at the Soldier's and Sailor's Memorial Auditorium, Tivoli Theatre, and Community Theatre ("the "Facilities"); and

WHEREAS, in appreciation of City's business for the last nine (9) years, Rockhouse desires to donate web design services to build a website and mobile website for City's use in promoting and selling tickets for scheduled events held at the Facilities.

NOW, THEREFORE, the Parties set forth their understanding as follows:

1. **Donation of Web Design Services.** Rockhouse, at its sole cost and expense, agrees to donate website and mobile web design services to the City free of charge as more specifically set forth on Exhibit A (the "Donated Services").
2. **Performance.** Rockhouse agrees to perform the Donated Services in a professional, technically competent and timely manner, in accordance with industry standards and all applicable laws, rules and regulations. Rockhouse shall provide personnel who are appropriately trained and qualified to fulfill Rockhouse's obligations hereunder. In performance of the Donated Services, Rockhouse will not infringe any patent, copyright, trade secret or other proprietary right of any person or entity. Rockhouse shall maintain adequate records and make the necessary reports to fulfill its duties under this MOU.
3. **Confidentiality.** Rockhouse shall act exclusively in the best interest of City. Rockhouse acknowledges that it may have access to information that is nonpublic, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, data, copyrights, logos, trademarks, financial and operational information and membership lists. Rockhouse expressly agrees not to use or disclose such information in any manner or for any purpose at any time while performing the Donated Services under this MOU, except as required by law or as required during the course of Rockhouse's work for City, unless authorized in writing by City. Any and all uses of City's confidential or proprietary information, materials, or property shall be subject to advance review and approval by City. Following completion of the Donated Services, Rockhouse shall return any such information to City.

4. **Acceptability of Donated Services.** The Director shall decide any and all questions which may arise as to the acceptability of the Donated Services rendered by Rockhouse as more specifically set forth on Exhibit A.

5. **Works** – All works prepared or deliverable under this MOU, in whatever stage of completion, are irrevocably assigned to City and shall remain the property of City, except in the instance of previously copyrighted materials used in the work that are known to be the property of another party. All copyright interests of the works deliverable under this MOU are considered “works donated” and are the sole property of City. Following completion of the Donated Services, Rockhouse shall immediately deliver to City all materials and property belonging to or created for City.

6. **Independent Contractor** – Rockhouse is donating the Donated Services as an independent contractor to whom City shall have no obligation as an employer. Therefore, City shall have no obligation to pay or withhold, and Rockhouse will hold City harmless from costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employee-employer relationship. Neither party is authorized by the other under this MOU to act on behalf of or in the name of the other party or any of their affiliates or subsidiaries. Neither party shall have the authority to bind the other in contract, debt or otherwise.

7. **Nonbinding Agreement.** The Parties understand that this instrument is not intended to constitute a binding contract, but merely to serve as an expression of the Parties’ mutual intent as to the Donated Services by Rockhouse.

8. **Costs and Expenses.** Each party agrees to bear its own expenses in connection with the preparation and review of documents necessary to accomplish the expression of the Parties under this MOU.

We, the undersigned, have read and agree with his MOU.

City of Chattanooga

By: _____

Title: _____

Date: _____

Intellimark DBA Rockhouse Partners

By: _____

Title: _____

Date: _____

EXHIBIT "A"

Donated Services

Rockhouse shall provide the Donated Services for the purposes of building Chattanooga Onstage a new online web and mobile website. As part of this MOU, Rockhouse will work closely with City's project leader and director in the performance of the following Donated Services:

Web & Mobile Website: Design, build and launching of websites.

Rockhouse will plan, design and develop a new online web and mobile website for Chattanooga Onstage. Rockhouse websites are built on the Wordpress platform.

Rockhouse and City have previously reviewed existing websites for design elements and functionality. The parties agree that City's website will have a basic structure and functionality similar to <http://www.luckymanonline.com/> and <http://charlestonmusic hall.com/>.

City's website will consist of six basic pages: Homepage, Tickets, Calendar of Events, About, Venues and Contact. Upon launch of the site, City will be trained by Rockhouse on how to add more pages if needed.

Rockhouse will design a representative mockup of the website's homepage for review. Following City's initial review of the website, Rockhouse agrees to further revise the website in accordance with City's requests, not to exceed two (2) additional rounds of requested revisions. City will be responsible for delivering logos and other available creative assets for the design creation.

City will be responsible for preparing content for each page. Rockhouse will assist in the population of this content into the new website and mobile website.

Rockhouse will build the website and mobile website in a staging environment for live testing and review. Rockhouse will work with City in advance of the site launch to make arrangements for the transition to the new website from the old provider.

The website and mobile website will be launched to <http://chattanoogaonstage.com/> once the work has been reviewed and approved in the staging environment. Upon the launch of the website and mobile website, Rockhouse will provide one (1) one (1) hour training session to show City how to update the website in Wordpress.

Ongoing Wordpress administration will be handled by Rockhouse.