



**Tooele County Council
Agenda Item Summary**

Department Making Request: Information Technology	Meeting Date: <i>Ratification</i>
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Mark Options That Apply:

<input type="checkbox"/> Grant <i>1 time</i>	<input checked="" type="checkbox"/> Contract <i>1 yr. or less</i> Exp date: <u>Est 12/31/2022</u>	<input type="checkbox"/> Purchase
<input type="checkbox"/> Grant <i>With County Match</i>	<input type="checkbox"/> Contract <i>More than 1 yr.</i> Exp date: _____	

Budget Impact:

<input checked="" type="checkbox"/> In Budget	Requested Amount: \$ <u>1,621.00</u>
<input type="checkbox"/> Over Budget	

Item Title: Eighth Avenue Website Maintenance Services

Please answer the who? what? when? why?

Who: Eighth Avenue LLC

What: Website Maintenance Services for:
Emergency Management: tcm.org, tcm.org/lepc, TooeleReady.org, Tooeletraffic.org
Information Technology: tooeleco.org
Fire Warden: tooelewildfire.org
Human Services: Tooelecohumanservices.org

When: Month-to-Month Agreement for \$1,621.00, estimated 6 months

Why: To provide interim website maintenance services.

List who needs copies when approved:

Monthly Maintenance and Hosting Agreement

This Monthly Maintenance and Hosting Agreement (the “**Agreement**”) is entered into May 1, 2022 (the “**Effective Date**”), by and between Tooele County, at (email) denise.lawrence@tooeleco.org (the “**Client**”) and Eighth Avenue, L.L.C., at hello@eighthavenuedesigns.com, (the “**Business**”), known collectively as the “**Parties**”.

- 1. Description of Services.** Business shall provide monthly hosting and maintenance services to Client including, but not limited to:
 - Website Hosting (optional)
 - Content edits and population
 - New web pages/template designs
 - Software and security upgrades
 - New website features
 - Troubleshooting website issues
 - Nightly website backups
 - 3rd party software integrations
 - Browser compatibility fixes
- 2. Payment/Billing.** The Parties agree to the following Payment and Billing Terms:

Total Fee for Monthly Services: \$1,621.00

Billing shall commence on the 1st day of May, 2022.

Monthly billing shall remain in effect for the remainder of this contract and shall be due upon receipt.
- 3. Website Edits.** Per this agreement, Client shall receive up to 16 hours of services per month. Requested services that require time beyond the allotted hours shall be chargeable at a rate of \$25 per hour (1 hour minimum).
- 4. Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information; including trade secrets, industry knowledge, and other confidential information, with Business in order for

Business to fulfill the Agreement. It is understood that Business will not share any proprietary information at any time, nor use the information for personal benefit, even after the Agreement is fulfilled.

- 5. Ownership Rights.** Client continues to own any and all proprietary information it shares with Business during the term of this Agreement and for the purposes of the Project. Business has no rights to proprietary information and may not use it, except to fulfill the Agreement. While Business will customize Client's website to Client's specifications, Client recognizes that websites are built with a common structure and basis. Business shall retain ownership rights to all template designs created prior to this Agreement. Additionally, Business retains ownership rights to any template designs created as a result of this Agreement.

6. Cancellation

Both Parties reserve the right to cancel this contract by providing a minimum of thirty (30) days written notice. Once the contract is canceled, on the thirty-first (31) day, a final prorated bill will be generated, and will be due upon receipt. This Agreement shall remain in effect until one of the Parties issues a cancellation notice.

7. Representations and Warranties.

Business. The Business represents and warrants that they have the right to enter into and perform this Agreement. The Business further represents and warrants that he/she has the right to utilize and distribute the designs created for the Client, and maintains that such designs are not owned by anyone else to the Business's knowledge. In the event that the Business does not have these rights, the Business will be solely responsible for any damages associated with this infringement.

Client. The Client represents and warrants that they have the rights to use any proprietary information, including, but not limited to: trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like provided to the Business to be included in their Website. In the event that the Client does not own their proprietary information, the Client will be solely responsible for paying any damages that result from this.

- 8. Disclaimer of Warranties.** The Business shall make requested changes to a Website for Client's purposes and to Client's specifications. THE BUSINESS

DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE BUSINESS HAS NO RESPONSIBILITY TO THE CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT'S DESIRED RESULT(S).

9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY, FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT. DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT, LOST BUSINESS, COSTS OF DELAY, OR FAILURE OF DELIVERY.
10. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to recoup its legal fees from the unsuccessful party, including, but not limited to, attorneys' fees.
11. **Legal and Binding Agreement.** This Agreement is legal and binding between Parties as stated above in the United States. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CLIENT"

Signed: James A. Welch

By: James A Welch

Date: 5/3/22

APPROVED AS TO FORM:

Colin Winchester 05/04/2022

Colin R. Winchester
Deputy Tooele County Attorney

"BUSINESS"

Signed: Jourden Skillman

By: Jourden Skillman

Date: 2022-05-04

Tooele County Department Websites Overview

Below are the department websites and the proposed monthly fees for website maintenance services.

Description of Services. Eighth Avenue, L.L.C. shall provide monthly website maintenance services to Client including, but not limited to:

- Content edits and population
- New web pages/template designs
- Software and security upgrades
- New website features
- Troubleshooting website issues
- Nightly website backups
- 3rd party software integrations
- Browser compatibility fixes

Tooele County Emergency Management

Proposed Monthly Fee: \$575

Includes (4) hours of edits per month

tcem.org

tcem.org/lepc

TooeleReady.org (includes Tooele Responds and Tooele Recovers)

Tooele County Website

Proposed Monthly Fee: \$249

Includes (2) hours of edits per month

tooeleco.org

Tooele Wildfire Department

Proposed Monthly Fee: \$99

Includes (2) hours of edits per month

TooeleWildfire.org

Tooele Traffic

Proposed Monthly Fee: \$99

Includes (2) hours of edits per month

Tooeletraffic.com

Tooele Department of Human Services

Proposed Monthly Fee: \$99

Includes (2) hours of edits per month

<https://tooelecohumanservices.org/>

Tooele Fair, Benson Grist Mills, Deseret Peak Complex

Proposed Monthly Fee: \$500

Includes (4) hours of edits per month

<http://tooelefair.com/>

<https://bensonmill.org/>

<https://deseretpeakcomplex.com/>

Signature Certificate

Reference number: YVT2X-KTWMR-P2KBR-PJJNV

Signer	Timestamp	Signature
Jourden Skillman Email: jourden@elghthavenuedesigns.com		
Shared via link		
Sent:	04 May 2022 17:26:16 UTC	IP address: 174.52.95.183
Signed:	04 May 2022 17:26:16 UTC	Location: Pleasant Grove, United States

Document completed by all parties on
04 May 2022 17:26:16 UTC

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