

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/25/2013

AGENDA ITEM: Golf Channel Solutions Website Development and Marketing Technology Agreement	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Agreement	
BUDGET CODE:	AMOUNT: \$0.00

SUMMARY:

Staff is recommending City Council authorization to enter into Agreement with Golf Channel Solutions to develop and host the web site and on-line tee reservation system for Cedarcrest Golf Course effective March 1, 2013. The current website host does not provide the course with current technology and has created service limitations over the past year.

Golf Channel Solution offers a Premium Program that will provide state of the art on-line resources to direct both local and national golfers to Cedarcrest Golf Course. Golf Channel has a strong national presence of 1,000,000 registered users averaging 6,500,000 rounds booked in 2011.

The following features will be provided to the course as standard services:
Mobile Application as 61% of core golfers now use Smartphone's.
Higher priority on search engines- Access to Washington market database at 33Kplus golfers.
GolfNow Marketing Platform and marketing team support.
Improved Inventory Management Module
Revenue at Risk Module
Provides 10 weather forecast options to users
Provides multiple pricing options and custom messaging.
GPS flyover of each hole on the golf course
User data base for direct email to customer base daily + email campaigns and target marketing.
Transact on Facebook.

Utilizing the resources within the Premium Service Level, a projected increase of course access is estimated at 10% to 12% first year = 4,000 -5,000 +rounds
1500(sold) or 6% of total rounds of 35,000+.
Program goal is 15%+ additional rounds in 2 years.

Compensation to Golf Channel Solution is defined in the agreement as Trade Time. Similar to the existing agreement Cedarcrest provides Golf Channel Solutions one 18-hole foursome made available for sale by Golf Channel Solutions at a time mutually agreed to with the course. Golf Channel Solutions has the ability to sell Trade Times for 1-4 players.

Current Municipal Course under Agreement with Golf Channel Solution

Gold Mountain City of Bremerton
Riverbend City of Renton
Auburn Municipal Golf Course – City of Auburn
Tumwater Valley- City of Tumwater
Foster Golf Links – City of Tukwila

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the Golf Channel Solutions Website Development and Marketing/Technology Agreement to provide website and on-line tee time reservation services for Cedarcrest Golf Course effective March 1, 2013

Re: GolfNow Solutions Website Development- Premier Service Recommendation

Current Website Vendor- Cybergolf of Mukilteo WA

Website Agreement- Cybergolf round for website design, management and marketing programs.
Tee Time Management Engine by GolfChannel.com receives trade time of one 18-hole foursome per day at 11:38 a.m. year round.

Challenges with Cybergolf YTD:

Limited website management capabilities, promotions are limited, national market access is limited, no mobile (smart phone) application available, system operations often down for service closing to outside links and making it impossible for on line reservations. Limited database capabilities for course operator to utilize without incurring additional expense.

Current Utilization through Cybergolf Site

Total rounds booked through online bookings in 2012 that City collected green fees:
2,884 or 8% of Total Rounds of 34,530 or \$66,332

Total rounds booked in 2012 in which GolfNow (sold) received the green fees:
777 or 3% of total Rounds of 34,530 or **\$17,871**

Proposed Website Vendor Agreement GolfNow Go. Play. - Premium Program Service Website

Agreement – GolfNow would receive one additional trade time equaling two 18-hole foursomes per day year round.

Time is selected by City.

Tee Time Management Engine by GolfChannel.com

Proposed Times - summer months 1:30 and 4:00 p.m. / winter 11:30 and 12:30

Benefits not provide through Cybergolf:

Strong national presence 1,000,000 registered users/ 6,500,000 rounds booked in 2011.

Mobile Application as 61% of core golfers now use Smartphone's. Total control of editorial content.

Higher priority on search engines- Access to Washington market database at 33K+ golfers.

Featured Premium Service Benefits: Improved Inventory Management, Revenue at Risk Module, Provides 10 weather forecast options to users, provides multiple pricing options, custom messaging, and GPS flyover of each hole on the golf course. User data base provides for direct email to customer base each day, email campaigns and target marketing. Transact on Facebook

Utilization Projection through GolfNow Go. Play. Premium Service

Increased access to course of up to 10% to 12% first year = 4,000 -5,000 +rounds

1500(sold) or 6% of total rounds of 35,000+. **Estimated value of \$34,500**

Program goal is 15% additional rounds.

Current Municipal Course under Agreement with GolfNow.com

Gold Mountain (Bremerton, Riverbend (Renton), Auburn, Tumwater Valley and Foster Golf Links (Tukwila)



Golf Channel Solutions Website Development and Marketing/Technology Agreement

The following Agreement between Golf Channel Solutions (GCS) and _____ (COURSE) shall be effective as of _____ (the "Effective Date") and shall govern GCS's provision of services for the following of COURSE's golf courses: _____ . This Agreement shall be governed by the Standard Terms and Conditions attached hereto as Appendix A (incorporated herein by this reference). The Term of this Agreement shall be for one (1) year and shall be non-cancellable. Upon expiration of the Term, this Agreement shall continue until terminated by either Party upon thirty (30) days notice to the other Party. COURSE's Total Payment to GCS shall be in the amount indicated below, in exchange for which GCS shall provide the Marketing Platform and Website and Mobile Website Development and Hosting as set forth herein.

GolfNow Marketing Platform:

- Promotion of COURSE and COURSE tee time inventory on Golfnow.com and GCS's network of partner websites
 - Marketing of COURSE across GCS assets (could include TV, web, print, radio, grassroots)
 - Demand-based pricing support, Revenue at risk analysis, Tee sheet management services, Dedicated market management team, Real-time reporting
 - Golfnow Central Technology: Web-based log in access. Inclusive of online tools for managing tee time inventory and revenue management and auto adjust technology
- Golfnow Booking Engine**:** GCS shall work with COURSE to develop COURSE's own golf course booking engine (to be hosted on COURSE website). Among the features available for COURSE are the following:
- Customizable booking engine components, Multiple rate options, Promotional code technology
- Golfnow Mail:** GCS shall work with COURSE to develop COURSE Golfnow Mail Customer Marketing Tool (to be integrated into COURSE Golfnow Central login). Among the features available for COURSE are the following:
- Multiple design and template options
 - Email marketing; customer profiles and segmentation
- Website Development and Hosting:** GCS shall work with COURSE to develop COURSE's own customized and unique desktop website (to be hosted on a COURSE-owned domain), utilizing one of several GCS templates designed to highlight specific COURSE features and programs. Among the features available for COURSE are the following:
- Integrated customized course website tee time booking engine (required)
 - Integrated email sign up and marketing technology, Calendar of events tool
 - Social media integrations including Facebook and Twitter
 - Unlimited site updates and support
 - Site optimization – Easy Metadata solution
 - Google Analytics, Easy-to-use content editor and training (CMS)
 - Private member section with login capability (optional as needed)
- Mobile Website Development and Hosting:** GCS shall work with COURSE to develop COURSE's mobile website (to be hosted on a COURSE-owned domain), GCS templates designed to highlight specific COURSE features and programs. Among the features available for COURSE are the following:
- Integrated mobile course website tee time booking engine (required)
 - Optional integrations: GPS, hole per hole satellite flyovers, grill ordering, photo gallery, etc
 - Sites to be viewed on Apple, Android, and Blackberry mobile operating platforms
 - Unlimited site updates and support
- TeeTimes.com:** GCS shall work with COURSE to include COURSE on TeeTimes.com website
- Facebook Booking Engine:** GCS shall work with COURSE to develop COURSE specific Facebook Booking Engine (to be hosted on COURSE Facebook page only)

Total Payment: 2 Trade Times per day per golf course

COURSE Signature: _____ **Printed Name:** _____

GCS Signature: _____ **Printed Name:** _____

Trade Time: one 18-hole foursome made available for sale by GCS for its own benefit, the tee time of which shall be between 30 minutes after COURSE opening until 4.5 hours prior to dusk. GCS shall have the ability to sell Trade Times for 1-4 players.

****Split Online Fee:** if COURSE elects to charge an online fee for rounds booked on its website, GCS shall retain .99¢/round and remit the remainder to COURSE.

Appendix A Standard Terms and Conditions

1. **Tee Time Marketing Services.** GCS shall provide GCS's Tee Time Marketing Services for the purpose of marketing, promoting and selling COURSE tee times. GCS shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites or any other distribution channel. GCS will provide the GCS Services in a professional and workmanlike manner and free from any unreasonable defects, and GCS will use all reasonable means to fix any defect in the GCS Services that arise. GCS will provide COURSE with training on how to use the GCS Services and provide help and support as needed by COURSE. GCS shall apply the latest version of the GCS Services to the marketing and administration of COURSE tee times. GCS shall notify COURSE in advance in writing of any GCS Services updates and will provide appropriate training and/or materials to COURSE concerning all updates. Aside from these warranties, THE GCS SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. COURSE and its authorized users will use the GCS Services only in accordance with this Agreement.
2. **Pricing.** COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GCS network. GCS shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service.
3. **Term.** The Term of this Agreement shall be for one (1) year and shall be non-cancellable. Upon expiration of the Term, this Agreement shall continue until terminated by either Party upon thirty (30) days notice to the other Party.
4. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The Parties represent and warrant that they will comply with PCI Standards for the entire Term of this Agreement and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of Customer Data to which they have access during the entire Term of this Agreement. GCS agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE Data is not accessed, redistributed, duplicated, or modified.
5. **Limited Warranties.** Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement.
6. **Limitation of Liability.** EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).
7. **Ownership of Property and Data.** All personally-identifiable customer information supplied to GCS by COURSE (e.g. through the GCS booking engine being hosted on the COURSE Participating Golf Facility's website) remains the sole property of COURSE (unless independently obtained by GCS through some other means), cannot be copied, sold or reused by GCS (absent COURSE's explicit permission), and will be treated as confidential business information with at least the same degree of care as GCS's own confidential business information. All non-personally identifiable customer information supplied to GCS by COURSE (e.g., anonymous survey results), as well as all customer data obtained independently by GCS (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GCS's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. The following shall remain the sole and exclusive property of GCS: (a) the GCS Technology and Tee Time Marketing Services (including any of GCS's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GCS under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.
8. **Dispute Resolution.** This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida metropolitan area. The arbitrator shall have the power to award reasonable attorney's fees and costs to the prevailing party in any arbitration, and either party shall have the right to take appropriate action to enforce any arbitration award.
9. **Traffic Assignment.** In the event that GCS is providing Website Hosting/Development and/or Mobile Website Hosting/Development for COURSE, COURSE hereby assigns such traffic numbers to GCS for comScore traffic reporting or other applicable reporting services. COURSE agrees to execute any and all documentation necessary to effectuate such traffic assignment to GCS.
10. **Binding Nature; Assignment.** This Agreement shall be binding upon GCS and COURSE and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. A sale of substantially all of the stock or assets of a party, or the reorganization or merger of a party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GCS to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GCS itself was performing such obligations.

Traffic Assignment Request for comScore Inc. Reporting

I, _____ (Name), _____ (Title) of
_____ (COURSE), certify that _____ (COURSE)

- a) is the majority owner of the URLs listed below
- b) enjoys a legitimate business relationship with Golf Channel justifying the aggregation of this traffic, and
- c) requests assignment of the traffic to these URLs from COURSE to Golf Channel; in the comScore Inc. syndicated audience measurement reports.

In requesting this assignment, I understand that the COURSE will independently contribute traffic associated with the publisher from the assigned URLs in the syndicated audience reports for those entities where Golf Channel elects to include these URLs. This assigned traffic will contribute to Golf Channel's overall traffic, while remaining independently reportable. These URLs may not be assigned to any other company. In the event that comScore Inc. receives multiple requests for assignment of the same URL, comScore Inc. will review and honor the request most recently received.

I understand that this request is subject to review by comScore Inc. to determine that the assignment of traffic is consistent with comScore Inc. reporting rules. comScore Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore Inc. reporting rules. If necessary, comScore Inc. may require additional documentation to verify ownership of the URLs before granting this request. For example, if COURSE is not the named registrant of the URLs listed below, COURSE must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by COURSE.

I understand that acceptance of this letter by comScore Inc. imposes no legal liability whatsoever on comScore Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that the COURSE is fully responsible for timely notification to comScore Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

COURSE shall indemnify and hold harmless comScore Inc. from and against any claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expenses) arising out of any allegation of improper assignment of the URLs pursuant to this letter.

[List of URLs here]

Signature

Name

Title

COURSE

Date