CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-600. This Council Bill approves the agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

MEETING DATE:

Monday, March 15, 2021.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

A portion of the CVB's annual budget is dedicated for the management of the VisitJoplinMO.com website to promote Joplin as a tourism destination. In FY2021, the budget includes a complete redesign of the website (the current website has existed since July 2016). The continued hosting of this website through FY2024 is also included.

This agreement is for Tempest to provide the design-to-launch services necessary for a new VisitJoplinMO.com website for Fifty-Nine Thousand dollars ($59,000) and hosting the website for Three Thousand Six Hundred dollars ($3,600, $1,200 per year) through FY2024.

Tempest was selected through the City's bid process. 28 bids were received with design prices ranging from $10,000 to $296,940.

Since 2014, the CVB has used Tempest CRM (Customer Relationship Management) software. A website able to support and interact with this software was part of the selection criteria. This merger of website operations and CRM software will support the management of the VisitJoplinMO.com content, updates, guest requests, and activity tracking.

BACKGROUND:

VisitJoplinMO.com is the official website of the Joplin Convention & Visitors Bureau, the tourism arm of the City of Joplin.

The importance of an up-to date, robust CVB/DMO (Destination Marketing Organization) website is supported by the following findings from a recent study on DMO website use by Destination Analysts, Inc.:

- DMO websites are seen as valuable, averaging a score of 7.9 on an 11-point scale.

- On average, over two-thirds (68.3%) of a DMO's nonresident site traffic is comprised of upcoming or potential visitors to the community they represent.
- With a focus on tourism recovery, local businesses are turning to the DMO not only for content to promote tourism to their community, but advocacy and information related to supporting local businesses. Residents are most commonly coming to DMO websites looking for ideas, activities, and things to do while practicing social distancing and researching activities for themselves and/or local family and friends: information which encourages economic activity.
- Amongst professional segments who access DMO websites for work purposes—meeting planners, travel trade and media/journalists—travel trade gave the DMO the highest ratings for importance and value. In total, 85.5 percent consider it important that the DMO offer the information available on the site and gave the DMO website an average value rating of 8.5 on an 11-point value scale.
- Media/journalists, another professional segment that represents potential economic generation for destinations, use DMO websites in search of media-related content. Story ideas and information on what's new in the destination are content types that media/journalists most commonly look for on these sites. These, along with photos and videos, could very well contribute to a destination's earned media coverage and ultimately influence incremental visitation.

A diverse set of people use the communication assets CVB/DMOs maintain, including their official websites—from those that represent significant economic generation potential like travelers, meeting planners, the travel trade and media, to those that foster the heart of the community, like local businesses and active residents. A strong tourism website must provide clear, easy to understand content, inviting images and videos, and details such as maps and itineraries.

Web-based tourism information covers four major aspects:

Destination Attractions and Activities

- Area attractions, calendar of events, history, and must-see sites

Accommodations (Lodging)

- Hotels and motels, recreational camping, RVs, B&B, Airbnb

Restaurants (Food)

- Mom & Pop establishments, local flavors, and popular brands

What to do

- Tailor-designed itineraries, local blogs, and features of local experiences

In the last year, covid-19 information, responses, and resources for a destination have become top of mind for travel planners from all segments. CVB/DMOs have adapted to offer this information as key component to a website, in addition to the traditional information offerings stated above.

In addition to leisure travelers, VisitJoplinMO.com serves as a resource for meeting planners and group tour operators. The current website is limited in how information on meeting and dining spaces, group activities, transportation offerings, and CVB services are presented. There is not a way to deliver a complete package to potential clients in this arena. The proposed new website will allow the Director of Sales to create a more compelling overview of Joplin's offerings for these types of services.

Since the 2016 launch of the exiting website, technology advancements and design qualities of tourism websites has changed. In addition to graphic aspects and quality, more options exist in the "back office" portion of the website to assist staff with keeping the content and images robust, current, and relevant. Video is a necessary component of today's websites, which the current site does not have that capability.

In the last year, the CVB has learned how quickly things can change. Many of Joplin's local businesses that are of interest to visitors changed their operations or closed their doors. VisitJoplinMO.com must be able to quickly pivot to reflect these changes and deliver the most up-to-date information to visitors. The current website uses multi-step functions to add new information or change existing information, and it is not optimal for the culture we now live in due to the covid-19 pandemic.

FUNDING SOURCE:

The VisitJoplinMO.com website management and hosting is included in the CVB's FY2021 annual budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Council Bill No. 2020-600

Tempest Website design-to-launch agreement

Tempest MSA hosting agreement

2021-RFP-02

2021-RFP-02 Tabulations

2021-RFP-02 Score Sheet

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 4, 2021 @ 9:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
1	**Guru Marketing** **311 Virginia Ave** **Joplin, MO 64801**	December 4, 2020	Kate DeGraff kate@kmguru.com	408.766.4878		Design to Launch Annual Hosting 3 year Total	$ 12,000 $ 1,200 $ 15,600
	Notes: 1 copy received.						
2	**Mostly Serious** **4064 S. Lone Pine** **Springfield, MO 65804**	December 23, 2020	Dalton Fischer dalton@mostlyserious.io	417.248.1444		Design to Launch Annual Hosting 3 year Total	$134,680 ?? $134,680
	Notes: 4 copies received. POC not clearly identified. Mostlyserious.io. $101,180 to $134,680.						
3	**Blue Symphony LLC** **571 E. 63rd Street #313** **Kansas City, MO 64110**	December 23, 2020	Sherry Lumpkins sherry@bluesymphony.com	816.260.8385		Design to Launch Annual Hosting 3 year Total	$106,470 $ 6,000 $124,470
	Notes: 4 copies received.						
4	**North South 804** **5412 Glenside Drive, Suite F** **Richmond, VA 23228**	December 23, 2020	Nick Jones njones@ns804.com	804.381.4877		Design to Launch Annual Hosting 3 year Total	$113,851 $ - $113,851
	Notes: 4 copies received.						
5	**Madden Media** **345 E. Toole Avenue** **Tucson, AZ 85701**	December 23, 2020	Kim Thompson kthompson@maddenmedia.com	816.873.1276		Design to Launch Annual Hosting 3 year Total	$ 52,340 $ 6,240 $ 71,060
	Notes: 4 copies received. Maddenmedia.com						

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6	**Louder Design** **8412 Spence Court** **North Richland Hills, TX 76182**	December 23, 2020	Sulen Subramaniam sulen@louderdesign.com	817.350.4647		Design to Launch Annual Hosting 3 year Total	$ 35,000 $ 7,200 $ 56,600
	Notes: 4 copies received.						
7	**Tempest** **30 South 15th Street, Suite 1001** **Philadelphia, PA 19102**	December 24, 2020	Derek Mogar derek.mogar@tempest.im	800.274.8774 x 713		Design to Launch Annual Hosting 3 year Total	$ 59,000 $ 3,200 $ 68,600
	Notes: 4 copies received. $13,000 for Craft3 platfom.						
8	**Argusoft America, Inc.** **35463 Dumbarton Court** **Newark, CA 94560**	December 24, 2020	Ram Gopalan ramgopalan@argusoft.com	510.435.0567		Design to Launch Annual Hosting 3 year Total	$ 45,000 $ 5,000 $ 60,000
	Notes: 4 copies received.						
9	**Development Counselors International** **2420 17th Street, Suite 200** **Denver, CO 80202**	December 24, 2020	Susan Brake susan.brake@aboutdci.com	859.445.1671		Design to Launch Annual Hosting 3 year Total	$ 101,354 ?? $ 101,354
	Notes: 4 copies received.						
10	**The Zimmerman Agency** **1821 Miccosukee Commons Drive** **Tallahassee, FL 32308**	December 24, 2020	Curtis Zimmerman curtis@zimmerman.com	850.668.2222		Design to Launch Annual Hosting 3 year Total	$ 64,750 $ 8,400 $ 89,950
	Notes: 4 copies received.						

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11	**Intellicept** **6 Moyse Place, Suite 101** **Edison, NJ 08820**	December 24, 2020	Anurag Varshney management@intellicept.com	888.727.2497		Design to Launch Annual Hosting 3 year Total	$ 87,220 $ 79,200 $324,820
	Notes: 4 copies received.						
12	**Mighty Group, LLC** **933 Rose Street, 2nd Floor** **Harrisburg, PA 17102**	December 24, 2020	Stephanie Sawyer steph@AMightyGroup.com	814.270.1351		Design to Launch Annual Hosting 3 year Total	$ 10,000 $ 1,000 $ 13,000
	Notes: 4 copies received.						
13	**Debutin Infotech** **200 West Madison** **Chicago, IL**	December 24, 2020	Neena Sachdeva usdirector@debutinfotech.com	847.987.5314		Design to Launch Annual Hosting 3 year Total	$ 60,500 $ 9,999 $ 90,497
	Notes: 1 copy received.						
14	**Stealth Creative** **1027 S. main Street, #501** **Joplin, MO 64801**	December 28, 2020	Cameo Harrington charrington@stealthcreative.com	417.626.0101		Design to Launch Annual Hosting 3 year Total	$ 44,250 $ 5,600 $ 61,050
	Notes: 4 copies received.						
15	**Softsages Technology** **20 Mystic Lane, 2nd Floor** **Malvern, PA 19355**	December 28, 2020	Jiraj Ruparelia rfp@softsages.com	484.321.8314		Design to Launch Annual Hosting 3 year Total	$ 46,000 $ 7,000 $ 67,000
	Notes: 4 copies received.						

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16	**Lanexus** **25050 Riding Plaza Suite #130** **South Riding, VA 20152**	December 28, 2020	Jesse Hall jesse.hall@lanexus.com	703.239.3683		Design to Launch Annual Hosting 3 year Total	$ 64,180 $ 13,800 $105,580
	Notes: 4 copies received.						
17	**MBB, Inc** **7820 Foster Street** **Overland Park, KS 66204**	December 28, 2020	Kieran McBride kmcbride@mbbagency.com	816.531.1992		Design to Launch Annual Hosting 3 year Total	$ 98,000 $ 1,500 $102,500
	Notes: 4 copies received.						
18	**Robertson Marketing & Branding** **705 Giblin Drive** **Iowa City, IA 52246**	December 29, 2020	Raphael Robertson raphel@robertsonbranding.co	319.621.0452		Design to Launch Annual Hosting 3 year Total	$ 48,500 $ 3,333 $ 58,499
	Notes: 4 copies received. Robertsonbranding.co						
19	**On Tap, LLC** **PO Box 8901** **Kansas City, MO 64108**	December 29, 2020	Sarah Reyes sarah@beontap.co	773.771.2735		Design to Launch Annual Hosting 3 year Total	$ 54,750 $ 4,250 $ 67,500
	Notes: 4 copies received.						
20	**Gemini Techsoft** **1067 N. Mason Road, Suite 2** **St. Louis, MO 63141**	December 29, 2020	Prabhjot Kaur info@geminitechsoft.com	314.548.2200		Design to Launch Annual Hosting 3 year Total	$296,940 $ - $296,940
	Notes: 4 copies received.						

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21	**InfoSmart Technologies Inc.** **5400 Laurel Springs Parkway, Ste 706** **Suwanee, GA 30024**	December 29, 2020	Karun Asireddy hr@infosmarttech.com	678.584.5635 x102		Design to Launch Annual Hosting 3 year Total	$220,800 ?? $220,800
	Notes: 1 copy received. Infosmarttech.com						
22	**Truth** **150 West 84th Street, 1A** **New York, NY 10024**	December 29, 2020	Brian Flint brian@truthnyc.com	917.572.9935		Design to Launch Annual Hosting 3 year Total	$118,500 ?? $118,500
	Notes: 4 copies received.						
23	**BOBIR, LLC (Jafton)** **200 Broadway** **New York, NY 10023**	December 29, 2020	Sardor Akhmedov account@jafton.com	212.499.0000		Design to Launch Annual Hosting 3 year Total	$ 87,500 ?? $ 87,500
	Notes: 1 copy received.						
24	**CNC Consulting, Inc.** **50 east Palisade Avenue, Suite 422** **Englewood, NJ 07631**	December 29, 2020	Andy Charlery acharlery@cncconsulting.com	201.541.9121		Design to Launch Annual Hosting 3 year Total	$ 40,000 $ 4,900 $ 54,700
	Notes: 4 copies received.						
25	**Traktek Partners** **5674 NW 120th Avenue** **Coral Aprings, FL 33076**	December 29, 2020	Cyril Lemaire clemaire@traktekpartners.com	617.306.3586		Design to Launch Annual Hosting 3 year Total	$195,880 $ 5,400 $212,080
	Notes: 3 copies received.						

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21	**MHP / Team SI** **2300 Cottondale Lane, Suite 300** **Little Rock, AR 72202**	December 29, 2020	Lauren Rath lrath@mhpteamsi.com	501.381.5023 x162		Design to Launch Annual Hosting 3 year Total	$120,000 $ 1,980 $125,940
	Notes: 1 copy received. Infosmarttech.com						
22	**Cyfuture, Inc** **7852 Percussion Drive** **Apex, NC 27539**	December 29, 2020	Kautilya Tyagi us@cyfuture.com	888.795.2770		Design to Launch Annual Hosting 3 year Total	$ 41,056 $ 7,328 $ 63,040
	Notes: 4 copies received.						
23	**Magnett Co. LLC** **1311 Vine Street** **Cincinnati, OH 45202**	December 29, 2020	Gavin Hall hello@magnet.co	4243229059		Design to Launch Annual Hosting 3 year Total	$ 36,620 $ 2,160 $ 43,100
	Notes: 4 copies received.						
24							
	Notes:						
25							
	Notes:						

CONVENTION & VISITORS BUREAU
WEBSITE REDESIGN AND HOSTING
PRICE POINTS FOR RFP RESPONSE
January 4, 2021

	VENDOR NAME	DESIGN TO LAUNCH BID AMOUNT	ANNUAL HOSTING BID AMOUNT	ANNUAL MAINTENANCE AMOUNT	TOTAL AMOUNT OVER 3 YEARS	Cost Ranking	POINTS FOR COST	CRM INTRGRATION w/ iDSS	EXPERIENCE TOURISM WEBSITES	REFERENCES	METHODOLOGY TIMELINE	STAFF PRESENTATION	TOTAL SCORE	Evaluation Ranking	
								20	10	10	5	5			
1	Mighty Group, LLC	$ 10,000	$ 1,000	$ -	$ 13,000	1	30.0	15	2	4	2	3	56	3	
2	Guru Marketing	$ 12,000	$ 600	$ 600	$ 15,600	2	29.0	0	0	2	0	1	32	12	
3	Magnet Co, LLC	$ 36,620	$ 1,080	$ 1,080	$ 43,100	3	28.0	0	4	5	3	2	42	9	
4	CNC Consulting, Inc	$ 40,000	$ 2,900	$ 2,000	$ 54,700	4	27.0	3	0	1	2	1	34	11	
5	Louder Design	$ 35,000	$ 3,600	$ 3,600	$ 56,600	5	26.0	12	7	2	3	3	53	4	
6	Robertson Marketing & Branding	$ 48,500	$ 3,333	$ -	$ 58,499	6	25.0	8	0	3	2	3	41	10	
7	Argusoft America, Inc	$ 45,000	$ 5,000	$ -	$ 60,000	7	24.0	14	3	3	4	3	51	5	
8	Stealth Creative	$ 44,250	$ 3,600	$ 2,000	$ 61,050	8	23.0	13	5	4	3	2	50	7	Intv
9	Cyfuture, Inc	$ 41,056	$ 1,200	$ 6,128	$ 63,040		22.0	0	2	2	2	3	31		
10	Softsages Technology	$ 46,000	$ 6,000	$ 1,000	$ 67,000	9	21.0	12	3	5	2	2	45	8	
11	On Tap, LLC	$ 54,750	$ 4,250	$ -	$ 67,500	10	20.0	14	6	5	3	3	51	5	Intv
12	Tempest	$ 59,000	$ 1,200	$ 2,000	$ 68,600	11	19.0	20	10	10	5	5	69	1	Intv
13	Madden Media	$ 52,340	$ 6,240	$ -	$ 71,060	12	18.0	13	10	9	5	4	59	2	
14	BOBIR, LLC (Jafton)	$ 87,500	$ -	$ -	$ 87,500		14.0	0	0	0	0	0	14		
15	The Zimmerman Agency	$ 64,750	$ 1,200	$ 7,200	$ 89,950		13.0	16	8	10	5	5	57		
16	Debutin Infotech	$ 60,500	$ 9,999	$ -	$ 90,497		12.0	12	0	0	0	2	26		
17	Development Counselors Int'l	$ 101,354	$ -	$ -	$ 101,354		11.0	0	0	0	0	0	11		
18	MBB, Inc	$ 98,000	$ 1,500	$ -	$ 102,500		10.0	0	0	0	0	0	10		
19	Lanexus	$ 64,180	$ 1,800	$ 12,000	$ 105,580		9.0	13	0	0	5	0	27		
20	North South 804	$ 113,851	$ -	$ -	$ 113,851		8.0	0	0	0	0	0	8		
21	Truth	$ 118,500	$ -	$ -	$ 118,500		7.0	0	0	0	0	0	7		
22	Blue Symphony	$ 106,470	$ 6,000	$ -	$ 124,470		6.0	0	0	0	0	0	6		
23	MHP / Team SI	$ 120,000	$ 1,980	$ -	$ 125,940		5.0	0	0	0	0	0	5		
24	Mostly Serious	$ 134,680	$ -	$ -	$ 134,680		4.0	0	0	0	0	0	4		
25	Traktek Partners	$ 195,880	$ 5,400	$ -	$ 212,080		3.0	0	0	0	0	0	3		
26	InfoSmart Technologies, Inc	$ 220,800	$ -	$ -	$ 220,800		2.0	0	0	0	0	0	2		
27	Gemini Techsoft	$ 296,940	$ -	$ -	$ 296,940		1.0	0	0	0	0	0	1		
28	Intellicept	$ 87,220	$ 79,200	$ -	$ 324,820		0.0	0	0	0	0	0	0		

Fee Rating Based on the Following:
Base Bid Only, plus any additional fees for travel, supply costs.
- Maximum Points = 30
- Lowest Conforming Bid = $13,000
- Highest Conforming Bid = $324,820
- Therefore: $13,000 = 30 Points and $324,820 = 0 Points
- Rating is Based on the Relationship Between $13,000 and $324,820

Green = $81K or less
is = $60K launch
& $7K annual host
over 3 yr contract

DQ=off-shore hosting

SCHEDULE C: WEBSITE STATEMENT OF WORK

Background

This Statement of Work ("SOW") is dated February 23rd, 2021 ("SOW Effective Date") by and between City of Joplin, Missouri ~~Visit Tri-Cities~~ ("Client") and Tempest Interactive Media LLC ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of February 23rd, 2021 between the client and the Company (the "Agreement" or "MSA"). The parties agree that this SOW, alongwith the MSA and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by the Company.

The Parties further agree that the MSA shall control in the event of any inconsistencies between this or any other Statement of Work and the MSA, unless the SOW otherwise specifically overrides the MSA pursuant to Section 1.2 of the MSA.

Definitions

a. "Fees" means the fees for the Services as set forth in the Fee Schedule.

b. "Design Direction Approval" means the date where Client has approved and signed the design direction approval form.

c. "Information Architecture Approval" means the date where Client has approved and signed the information architecture approval form.

d. "Go Live Date" means the date where the Website Project is complete and publicly available on the World Wide Web.

e. "Tempest Destination Suite for Craft™"[1] means the website features and plugins designed and developed by Tempest for the Craft™ 3 CMS platform.

[1] Craft is a Trademark of Pixel and Tonic



Fee Schedule

WEBSITE PROJECT	
CREATIVE AND DESIGN	$20,000.00
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	$3,600.00
CONTENT MIGRATION	$3,000.00
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	$4,200.00
CRAFT™ 3 CMS IMPLEMENTATION	$6,000.00
TEMPEST DESTINATION SUITE FOR CRAFT CORE FEATURES	$21,000.00
CMS TRAINING AND USER MANUALS	$1,200.00
TOTAL WEBSITE PROJECT FEE:	$59,000.00
ONGOING FEES (recurring on a monthly basis)	
MONTHLY WEBSITE HOSTING FEE	$100.00 PER MONTH
MONTHLY SITE SUPPORT FEE	$500.00 PER MONTH
TEMPEST DESTINATION SUITE FOR CRAFT™ 3 SUBSCRIPTION FEE	$500.00 PER MONTH
TOTAL ONGOING FEES:	$1,100.00 PER MONTH

Website Project Fees

a. Fee Description. This is a one-time only, ~~non refundable~~non-refundable fee for the services listed in the Scope OfServices in this SOW for the Website Project.

b. Payment Terms. $29,500.00 will be paid as a down payment upon executing this agreement and be invoiced by Company upon executing this agreement. The remaining $29,500.00 will be billed in two installments of $14,750.00 at the Design Direction Approval milestone and at the Go Live Date milestone. Tempest reserves the right to bill ninety (90) percent of the amount due on the Go Live Date billing milestone if Go Live Date is unreasonably delayed by Client by more than 10 business days.

c. Creative and Design. Tempest will design a responsive design direction for the new website project. If an onsite Creative Brie~~e~~f is included as part of this website project the Client shall reimburse Tempest for any~~mod~~~~Travel~~ Travel Related Expenses and reasonable out of pocket expenses in the creative and design of the website project pursuant to section 2.1 in the MSA.

d. Content Strategy and Information Architecture. Tempest will create a content inventory of the existing website and will create a new information architecture strategy including sitemap for new Client website.

e. Search Engine Optimization Migration and Analytics Configuration. Tempest will perform SEO migration activities to preserve existing keyword search engine rankings for Client website. Tempest will audit all existing analytics and tracking software to ensure all tags and monitoring scripts are migrated to the new website.

f. Content Migration. Tempest will migrate website data from other sources, provided that the Client has identified in writing, to the satisfaction of Tempest, the data source or sources to be accessed and the specific data the Client wishes to migrate to the new website and Tempest has determined that the migration of the data is feasible.

g. Craft™ 3 CMS Implementation. Tempest will integrate the approved Design Direction into the Craft™ 3 CMS. This includes all licensing fees for third party Craft™ 3 CMS Plugins that were not developed by Tempest.

h. Tempest Destination Suite For Craft Core Features. Tempest will integrate the Tempest Destination Suite for Craft™ 3 Core features listed in the Scope of Services into the new website.

i. Tempest Destination Suite For Craft Optional Features. Tempest will integrate the Tempest Destination Suite for Craft™ 3 Optional features listed in the Scope of Services into the new website.

j. Custom Features. Tempest will develop and integrate the custom features listed in the Scope Of Services into the new website.

k. CMS Training And User Manuals. Tempest will create custom User Manuals and will provide training to the Client's staff remotely through a webinar, covering the features, use and other information regarding Website Project-.

l. Onsite Training. If onsite training is included as part of the website project, Tempest will provide training to the Client's staff at the Client's business location, covering the features, use and other information regarding Website Project. For onsite training the Client will be billed the reasonable cost of travel ("Travel Expenses"). Limitation on Training - Each training session is limited to 10 staff members per trainer.

m. Travel Expenses. Client shall reimburse Tempest for any reasonable Travel Related Expenses and reasonable out of pocket expenses related to this SOW pursuant to section 2.1 in the MSA.

Monthly Website Hosting Fee

a. Monthly Website Hosting Fee. Upon payment of this fee, Tempest will host the Client website VisitJoplin.com. Hosting provided by Tempest includes reasonable bandwidth/computer processor needs based on expected usage. If Client's actual bandwidth/computer processor usage exceeds reasonable expectations Tempest reserves the right to increase hosting fees. Hosting does not include any ~~third-party~~third-party software.

b. Payment Terms. Tempest shall send an invoice for $100.00 (monthly Website Hosting Fee) for the first month following the Go Live Date. Subsequent monthly Website Hosting Fees will be billed in advance of the Go Live Date anniversary for each month.

Monthly Site Support Fee

a. Monthly Site Support Description. Website enhancements are changes to the originally intended function of website features. This can include but is not limited to: updates to widget functionality or user interface elements, incorporation of third-party features (such as feeds or integrations), and updates to previously-existing third-party integrations. Requests sent to support@tempest.im during normal business hours will receive a response from a Tempest team member within one business day, providing an hours estimate and a completion timeline for each individual request. Depending on the severity of the request, it will be escalated for faster response times. Normal business hours for support are Monday through Friday, 8:00 am to 8:00 pm Eastern Standard Time. Any unused support hours will be rolled ~~over, and~~over and can be applied towards website enhancements and new features. As a benefit of theongoing support plan, bug fixes will be addressed by the Tempest team and will not count against ongoing support hours. A bug is when the behavior exhibited by the website is unexpected or differentthan what it was originally intended to do.

b. Monthly Site Support Fee. Upon payment of this fee, Tempest will provide ongoing support services for

Client website, VisitJoplin.com. Client will be allotted 48 Support Hours that can be used at any point during the Initial Term.

c. Payment Terms. Tempest shall send an invoice for $500.00 (monthly Site Support Fee) for the first month following the Go Live Date. Subsequent monthly Site Support Fees will be billed in advance of the Go Live Date anniversary for each month.

Tempest Destination Suite For Craft™ 3 Subscription Fee

a. Tempest Destination for Craft™ 3 Annual Subscription Fee. Through payment of this fee, Client will receive regular and periodic upgrades to the Tempest Destination Suite for Craft™ 3 Core and Optional features defined in the Scope Of Services during the Contract term period when such updates become available. Client will also receive major updates to Craft™ 3 CMS as well as major updates to third party Craft™ 3 CMS Plugins not developed by Tempest within a reasonable time after any such update becomes available. Tempest will not provide or perform updates of ~~third party~~third-party software not developed for Craft™ CMS or by Tempest. The Subscription fee is locked in for the Initial Term period.

    i. Go Live Date Agreement. Prior to the Go Live Date, Company shall send Client the Go Live Date Agreement form stating the Go Live Date, the updated term of the subscription, agreement, and renewal terms. Client agrees that Client's authorized representative shall sign the Go Live Agreement form acknowledging and consenting to the Go Live Date, the updated term of the subscription, agreement, and renewal deadlines. A copy of the Go Live Date Agreement is attached to this SOW as Schedule B.

b. Payment Terms. Tempest shall send an invoice for $500.00 (monthly Tempest Destination Suite for Craft™ 3 Fee) for the first month following the Go Live Date. Subsequent monthly Tempest Destination Suite for Craft™ 3 Fees will be billed in advance of the Go Live Date anniversary for each month.

Scope of Services

SCOPE OF SERVICES	
CREATIVE AND DESIGN	INCLUDED
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	INCLUDED
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	INCLUDED
CONTENT MIGRATION - Migration of all content from previous site to new Craft™ 3 CMS website	INCLUDED
CRAFT™ CMS IMPLEMENTATION - Responsive design to new Craft™ 3 CMS website, includes licensing fees for 3rd party Craft non-Tempest Craft plugins	INCLUDED
TEMPEST DESTINATION SUITE FOR CRAFT™ CORE FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Core Features and functionality listed below	INCLUDED
Advanced Site Search	
Call to Action Signup	
Compliance Notification	
Deals And Coupons	
Destination Blog & Blog Authors	
Email Signup Form	
Event Calendar & Mapping	
Forms	
Hero Image Gallery - Photo & Video	
Landing Pages	



Local Business Member/Partner Listings & Mapping	
Page Level Alerts	
Page Builder & Content Widgets	
Press & Media Listings	
Saved Items & Mapping	
Sitemap	
Social Sharing & Social Icons	
Staff Directory	
Weather Feed Integration	
TEMPEST DESTINATION SUITE FOR CRAFT™ OPTIONAL FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Optional Features and functionality listed below	INCLUDED
iDSS Listings API Integration	
iDSS Events API Integration	
iDSS Forms API Integration	
iDSS Deals API Integration	
CMS TRAINING AND USER MANUALS	INCLUDED

Term and Renewal

a. Initial Term. The initial term of this SOW shall commence on the SOW Effective Date and shall continue until the conclusion of a period of three (3) years (the "Initial Subscription Period") following the Go Live Date (the "Initial Term").

b. Automatic Renewal. Unless it is stated otherwise in any subsequent duly executed SOWs, this SOW shall automatically renew for the same duration as the Initial Subscription Period upon the expiration of the Initial Term (each a "Renewal Term").

c. Notice of Non-Renewal. This SOW shall automatically renew unless either party gives written notice of its intention to terminate and not renew this SOW no later than thirty~~ninety~~ (3~~9~~0) days priorto the expiration of the Initial Term of any subsequent Renewal Term.

d. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

~~Termination by either party upon Breach. Company or Client has the right for immediate termination of this SOW and the Services upon breach of the SOW, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.~~

~~i. Termination by Tempest. Company may terminate this SOW and all Services immediately without notice if Client fails to pay Fees when due and owing or Tempest determines that Client is not in compliance with any of the material terms contained in this SOW or in the MSA.~~

e. Pricing. Company expressly reserves the right to change the rates charged hereunder for the Services at the beginning of any Renewal Term, provided that Company notifies Client of any such proposed rate increase not less than ninety ~~one hundred and twenty~~ (9~~12~~0) days prior to the commencement of any Renewal Term.

f. Subsequent SOW. Any subsequent duly executed SOW may supersede and override the terms and conditions in this section relating to the Initial Term and Renewal Term(s) if the subsequent duly executed SOW expressly states different terms and conditions relating to the Initial Term and Renewal Term(s).

Let's Get Started!

Please sign in the appropriate location ~~below, and~~below and return the signed SOW to us by fax or email.

City of Joplin, Missouri~~Visit Joplin~~

602 S Main Street

Joplin, MO 64801

Printed Name

Title / Position

Signature

Date

Tempest Interactive Media, LLC (a Member of Tempest, Inc.)

30 S. 15th St. Suite 1001

Philadelphia, PA 19102

Printed Name

Title / Position

Signature

Date

SCHEDULE D: GO LIVE DATE AGREEMENT

Tempest Interactive Media, LLC ("Company," a Member of Tempest, Inc.) as Company and City of Joplin, Missouri~~Visit Joplin~~ as Client executed the SOW dated as of February 23rd, 2021. The SOW states this document shall be delivered and executed upon establishment of Go Live Date. This Go Live Date Agreement shall become part of the SOW.

The Client and Company agree as follows:

1. Go Live Date. The Go Live Date of this SOW is_____.
2. Initial Term. The end of the Initial Term of this SOW is_____.
3. Renewal Terms. This SOW will automatically renew unless either party gives written notice of its intention to terminate and not renew this agreement no later than thirty ~~ninety~~ (3~~9~~0) days prior tothe expiration of the Initial Term or any subsequent Renewal Term.

Please sign in the appropriate location ~~below, and~~below and return the signed SOW to us by fax or mail.

City of Joplin, Missouri~~Visit Joplin~~
602 S Main Street
Joplin, MO 64801

Tempest Interactive Media, LLC
30 South 15th Street, Suite 1001
Philadelphia, PA 19102

Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

FOR REFERENCE ONLY

MASTER SERVICE AGREEMENT

This Master Services Agreement ("Agreement" or "MSA"), is dated February 22nd, 2021 (the "MSA Effective Date") and is by and between the following parties:

Tempest, Inc., for itself and on behalf of all of its subsidiaries and controlled affiliates including iDSS Global LLC, Tempest Interactive Media LLC, and any other present and future subsidiaries and affiliates (collectively "Tempest" and each a "Member" of Tempest);

and

City of Joplin, Missouri ("Client"), with offices at 602 S Main St, Joplin, MO 64801.

This Agreement shall not become effective and Tempest shall not commence services to the Client until this Agreement is fully executed and returned to Tempest at the address set forth below.

Tempest, Inc.
30 S 15th Street Suite 1001
Philadelphia, PA 19102

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the undersigned parties hereby agree to be bound for good and valuable consideration as follows:

1. Engagement. Client hereby engages Tempest and Tempest hereby accepts such engagement, to perform certain Website Design & Development Services, CRM, Destination Management Software, Web Hosting, Advertising, Digital Marketing Services or other services as described in one or more Statements of Work ("Statement of Work" or "SOW") to be signed by Client and Tempest. The initial SOW's are attached as Schedule A, Schedule B, Schedule C, Schedule D, and Schedule E

    1.1. From time to time while this Agreement remains in effect, Tempest and Client may mutually agree upon services to be performed by Tempest set forth in one or more additional Statements of Work, which will be incorporated by reference into this Agreement.

    1.2. Any Statement of Work that references this Agreement shall be subject to and governed by this Agreement, and the terms of this Agreement shall supersede any contrary terms in a SOW unless the SOW refers to and overrides specifically the contrary term in this Agreement.

    1.3. The Client is responsible for providing Tempest with the necessary items and information specified in any Statement of Work and Tempest is not liable for any delays due to Client's failure to provide such items or information to Tempest on a timely basis. The Client acknowledges that

such a failure may result in increased fees and schedule extensions by Tempest. Tempest will notify Client in writing, with at least three (3) business day's notice, if any failures will result in increased fees.

1.4. This Agreement supersedes all prior agreements and understandings (whether written or oral), including but not limited to any prior Master Service Agreements, between Client and Tempest or any member of Tempest, with respect to the subject matter hereof.

2. Service Fees. The fees for services provided under this Agreement shall be specified in a Fee Schedule to be included in each Statement of Work.

2.1. Expenses. Client shall pay, or promptly reimburse Tempest for, any out-of-pocket expenses and travel-related expenses not specified in the Agreement and incurred by Tempest in connection with the performance of the Services. Client shall pay to Tempest all undisputed fees within thirty (30) days of the date of the applicable Tempest invoice.

2.2. Taxes. Client shall be responsible for any and all taxes, levies, duties or similar local, state, provincial, federal or foreign jurisdiction governmental assessments on the Services in each Statement of Work (collective "Taxes"). All Service Fees due to Tempest are exclusive of any Taxes and Client shall make payments for Taxes separately from any Service Fee Payments.

2.3. Tempest shall reserve the right to suspend performance of all Services if the Client fails to pay an invoice within thirty (30) days of the date of said invoice.

2.4. In the event of a dispute as to an invoice, the Client shall nevertheless pay the undisputed portion of such invoice.

2.5. Professional Services. Tempest shall invoice Client for any professional services rendered to Client. Client shall pay for any professional services performed by Tempest within thirty (30) days of the date of said invoice.

3. Term. This agreement is dated February 22nd, 2021 ("MSA Effective Date") and will be in effect as long as there is any active SOW that references this MSA. This agreement will terminate when no SOW that references it is in effect.

4. Confidentiality. Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial

information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information").

4.1. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in order to perform that party's obligations under this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

4.2. Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

4.3. Client shall not use any of the Confidential Information of Tempest or any Tempest Materials (as defined below in Section 5.2) to compete with Tempest or in any way that would diminish the value or the rights of Tempest in such information or materials.

5. Proprietary Rights.

5.1. Proprietary Rights of Client. Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights ("Client Content"). Nothing in this Agreement shall be construed to grant Tempest any ownership right in the Client Content.

5.2. Proprietary Rights of Tempest. Subject to Client's ownership interest in Client Content set forth in Section 5.1, all trade secrets, know-how, methodologies, processes and materials, including, but not limited to, any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by Tempest or its suppliers outside of this Agreement, for general use by all of Tempest's clients and without reference to or inclusion of any Client Content shall be referred to as the "Tempest Materials."

5.2.1. For clarity, the Tempest Materials shall not include any materials or other work product developed by Tempest specifically for Client's site, including original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content.

5.2.2. The Tempest Materials shall remain the sole and exclusive property of Tempest or its suppliers, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto. To the extent, if any, that ownership of the Tempest Materials does not automatically vest in Tempest by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Tempest all rights, title and interest which Client may have in and to the Tempest Materials.

5.2.3. Client acknowledges and agrees that Tempest is in the business of designing and marketing websites, and that Tempest shall have the right to provide to third-party services which are the same or similar to the Services so long as no such third-party services reference or incorporate any Client Content, and to use or otherwise exploit any Tempest Materials in providing such services.

6. License.

6.1. Grant of License by Client. Client hereby grants to Tempest a non-exclusive, worldwide, royalty-free license for the Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

6.2. Grant of License by Tempest. Tempest hereby grants to Client a perpetual, worldwide, non-exclusive, royalty free, unrestricted, non-transferable license to make use of Tempest Materials that are incorporated in any website developed for the Client by Tempest (the "Website") and that are required or useful for the operation of the Website. Client cannot use the Tempest Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing website development or hosting services for others. Tempest hereby reserves for itself all rights in and to the Tempest Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of Tempest without Tempest's prior written consent.

6.2.1. No Sub-License by Client. Client does not have authority to and shall not grant any sub-license of Tempest Materials.

6.2.1.1. Notwithstanding the foregoing, Client shall have the right to enter into assignments or sub-licenses of its rights with respect to the Tempest Materials in connection with a sale of all or a part of the business which includes the use of the Website, subject to the written approval of Tempest which shall not be unreasonably withheld.

7. Warranties.

7.1. Tempest Warranties. Tempest warrants: (i) that Tempest has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Tempest shall perform the Services in a professional and workmanlike manner; and (iii) that to its knowledge the Tempest Materials do not infringe or violate any right of any third party.

7.2. Client Warranties. Client warrants: (a) that it has all authorization(s) necessary for hypertext links to third-party websites; (b) that the materials provided to Tempest, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Client Project.

8. Indemnification. Intentionally omitted.

9. Warranty Disclaimer and Limitation of Liability. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7, TEMPEST MAKES NO WARRANTIES HEREUNDER, AND TEMPEST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT (EXCEPT WITH RESPECT TO TEMPEST MATERIALS).

9.1. THE TOTAL LIABILITY OF TEMPEST HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE ELECTION OF CLIENT, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNTS PAID TO TEMPEST FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF TEMPEST TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO TEMPEST BY

CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

10. Limit on Statute of Limitations. Intentionally omitted.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement, the attached Exhibits and any SOW's constitute the entire agreement between Client and Tempest with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

11.2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Missouri venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

11.3. Arbitration. Intentionally omitted.

11.4. Fee Disputes. Any disputed amounts may be questioned within sixty (60) days of the invoice date. After that sixty (60) day period, the billing becomes final. Client must transmit any questions regarding billing to Tempest in writing with specific reference as to why the billing is considered incorrect. Tempest will exercise reasonable efforts to resolve a disputed billing within sixty (60) days of such notification.

11.5. Force Majeure. Neither party shall be liable for delays or failure in performance hereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

11.6. Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

11.7. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

11.8. Survival. All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, Client indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

11.9. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

11.10. Assignment. In the event of an acquisition or changes in company ownership, Tempest may assign any portion of this Agreement or pledge the payments due (and the documentation supporting such payment obligations) from Client under this Agreement without notice to Client and without Client's consent, but Client shall be obligated to the assignee only to the extent of Client's obligation to Tempest. Client may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of Tempest except where it states otherwise in this Agreement.

11.11. Notices. Any notices to Tempest shall be sent to the address set forth below by certified mail, return receipt requested, or by overnight carrier. Notice sent pursuant to this subsection shall be effective upon receipt.

Tempest, Inc.
30 S 15th Street Suite 1001
Philadelphia, PA 19102

12. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

Let's Get Started!

Please sign in the appropriate location below, and return the signed SOW to us by fax or email.

City of Joplin, Missouri 602 S Main Street Joplin, MO 64801	Tempest, Inc. (on behalf of itself and all Member of Tempest) 30 S. 15th St. Suite 1001 Philadelphia, PA 19102
Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

COUNCIL BILL NO. 2021-600 ORDINANCE NO.

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement is for Tempest to provide the design-to-launch services necessary for a new VisitJoplinMO.com website for Fifty-Nine Thousand dollars ($59,000) and hosting the website for Three Thousand Six Hundred dollars ($3,600, $1,200 per year) through FY2024.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of March 2021.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney