CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-601. This Council Bill approves the Agreement between Tempest and the City of Joplin for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

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:

This agreement is for continued use of Tempest, *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau, not to exceed price of Fifteen Thousand dollars ($15,000.00, $5,000 per year), through the 2024 fiscal year.

A portion of the CVB's annual budget is dedicated for this agreement.

BACKGROUND:

This CRM software has been in use by the Joplin CVB since 2015. This request is to align the agreement/payment schedule with the VisitJoplinMO.com website agreement, from the same vendor, through the 2024 fiscal year.

This CRM software serves two primary functions:

1) Management of the VisitJoplinMO.com content, updates, and guest request.
    - Track individual inquiries from walk-ins, phone, or emails and report on where the inquiry originated
    - Provides the ability to launch sales promotions directly to potential visitors in a geographic area or as part of a special interest group
    - Generate mailing labels for fulfilling brochure or information requests
    - Import lists from advertising campaigns or tradeshows into the visitor center/prospect module
2) Accounts management for the Director of Sales:

    Convention/Meeting Sales:

    - Provides hotels access to leads, updates, definite bookings, and cancellations
    - Interacts with local hotel market

- Local hotel sales staff can respond electronically with room blocks and rates
- Manage how industry partners interaction with clients and events
- Manage partner content (hotels, restaurants, events, attractions)

Convention/Meeting Services:

- Tracks timelines, follow-up, and schedule of services, automatic
- Provides complete history of hotel room activity from blocking to final pick up
- Provides hotel access to leads, updates, definite bookings, and cancellations

This software is among the leading management software within the travel and leisure industry. In 2014, the Tempest *iDSS Cyclone* CRM software was selected through the City's bid process. This agreement extends this service with no increase in price.

FUNDING SOURCE:

Funding to support this agreement is included in the CVB's budget annually.

RECOMMENDATIONS:

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

ATTACHMENTS:

Council Bill No. 2021-601

Tempest CRM agreement

SCHEDULE A: IDSS CYCLONE STATEMENT OF WORK

Background

This Statement of Work ("SOW") is dated February 22, 2021 ("SOW Effective Date") by and between The City of Joplin, Missouri ("Client") and iDSS Global LLC ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of April 1, 2021 between the client and the Company (the "Agreement" or "MSA"). The parties agree that this SOW, along with 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. "Client Support" means Company acknowledgement and response to telephone calls and emails from Client asking questions about iDSS Cyclone or requesting help in using iDSS Cyclone.

b. "Fees" means the fees for the license to use the iDSS Cyclone and for the Services as set forth in the Fee Schedule.

c. "Standard Reports" means the standard reports available in the iDSS Cyclone for use by Client.

d. "Users" means anyone logging into and using the iDSS Cyclone.

e. "Email Credit" means one email credit is equal to one email sent to one email recipient from iDSS Cyclone through the iDSS Email Campaigns Feature.

f. "iDSS Legacy Version" means iDSS Version 8 or other prior versions.

g. "iDSS Cyclone" means iDSS Cyclone Version 1

Fee Schedule

ONGOING COSTS (recurring on a quarterly basis)	
iDSS CYCLONE SUBSCRIPTION FEE	$1,250.00 PER QUARTER
TOTAL ONGOING COSTS:	$1,250.00 PER QUARTER

iDSS Cyclone Subscription Fee

a. iDSS Cyclone Subscription Fee. Through payment of this fee, the Client has the right to continued use of iDSS Cyclone during the Initial term and any Renewal Term. The first $1,250.00 (quarterly iDSS Cyclone Subscription Fee) will be due on February 22nd, 2021 and will be billed in advance of that date. This fee includes regular upgrades and client support. The iDSS Cyclone fee is locked in for the Initial Term period with the exception of adding users. Company shall send an invoice for iDSS Cyclone Subscription Fee at the SOW Effective Date. iDSS Cyclone Subscription Fees will be billed in advance of the SOW Effective Date anniversary for each year.

Professional Services

Company provides the following professional services beyond the scope of this SOW at the rates outlined in the fee schedule.

a. Consulting Services**.** Company offers best practice consulting to assist Client in streamlining processes, auditing internal processes, and reinforcing best practices. Company offers this additional professional service at the rate outlined in the fee schedule. This service can be performed on-site with a minimum of eight (8) hours and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1. This service can also be performed remotely, billable by the hour with a minimum of four (4) hours.

b. Custom Report Development Services. Company makes available a wide variety of standard reports included in iDSS Cyclone. Company may also prepare custom reports if Client requests at their expense. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin development of the report

upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

c. Custom Feature and Integration Development Services**.** Company offers this additional professional service at the rate outlined in the fee schedule. If the requested feature is a possible customization, Company will begin customizing the feature upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

d. Creative and Design Services. Company offers additional Creative and Design services beyond what is covered in the Scope Of Services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the Creative and Design services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

e. Data Update, Transformation, and Cleansing Services. Company offers additional Data Updates, Transformation and Cleansing services beyond what is covered in the scope of services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the data update, transformation, and cleansing services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

f. Email Credits. iDSS Cyclone includes the iDSS Email Campaigns feature that allows users to design and distribute email campaigns. Email Credits can be purchased in blocks of 50,000 Email Credits at the rate outlined in the fee schedule. Email overage charge of $.0125 per email credit will be assessed if insufficient email credits are available at the time of email campaign delivery. Licensing of this feature requires agreement to Schedule E: Anti Spam Policy.

g. Onsite Training. Company offers additional onsite training beyond what is covered in the scope of services in this SOW. Company offers this additional onsite training at the rate outlined in the fee schedule. Additional training can be performed onsite with a minimum of one (1) day and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1.

Scope of Services

SCOPE OF SERVICES	
iDSS CYCLONE CORE SUBSCRIPTION (including iDSS Email Campaigns (10,000 annual Email Credits, iDSS Extranet)	INCLUDED

Term and Renewal

1. 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").

2. 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").

3. 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 (30) days prior to the expiration of the Initial Term of any subsequent Renewal Term.

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

5. Pricing. Company expressly reserves the right to change the rates charged hereunder for the Services at the beginning of any Renewal Term, if Company notifies Client of any such proposed rate increase not less than ninety (90) days prior to the commencement of any Renewal Term.

SCHEDULE B: ANTI-SPAM POLICY

Company requires all clients to certify their compliance with the following Anti-Spam policy as well as the opt-in status of email distribution lists.

Your use of the iDSS Cyclone must comply with all applicable laws. This includes laws applicable to you and also laws applicable to Tempest and the recipient of each Email. Examples of applicable laws include laws relating to spam or

unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

Your use of iDSS Cyclone must follow all applicable guidelines established by Company. The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the iDSS Email Campaigns:

- Using non-permission-based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com). Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list.
- Failing to comply with any request from a recipient to be removed from your mailing list within ten (10) days of receipt of the request. Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email your valid physical mailing address or a link to that information.
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

Let's Get Started!

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

City of Joplin, Missouri 602 S Main Street Joplin, MO 64801	iDSS Global, LLC (a Member of Tempest, Inc.) 30 S. 15th St. Suite 1001 Philadelphia, PA 19102
Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

COUNCIL BILL NO. 2021-601 ORDINANCE NO.

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

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

Section 1. That the Agreement with Tempest is for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau, not to exceed price of Fifteen Thousand dollars ($15,000.00, $5,000 per year), through the 2024 fiscal year.

A portion of the CVB's annual budget is dedicated for this agreement.

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