



City and Borough of Wrangell
Wrangell Convention and Visitors Bureau
AGENDA

Tuesday, January 16, 2024
12:00 PM

Location: Assembly Chambers

WORKSHOP

1. CALL TO ORDER

2. ROLL CALL

3. AMENDMENTS TO THE AGENDA

4. APPROVAL OF MINUTES

- a. Approval of the Wrangell Convention and Visitors Bureau regular meeting minutes from November 15th, 2023.

5. PERSON'S TO BE HEARD

6. CORRESPONDENCE

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- a. Review and approval of the Customer Relationship Management System Proposal and Annual Licensing Agreement.
- b. Review and discussion on the design concepts for the 2024 Travel Guide (a partnered publication with the Wrangell Sentinel).
- c. WCVB Review and discussion of the Tourism Management Plan development and public process.

9. ADJOURNMENT

**Minutes of Wrangell Convention & Visitors Bureau Meeting
Held on November 15, 2023**

1. CALL TO ORDER: Call to order at 12:03pm.

2. ROLL CALL:

PRESENT: Caitlin Cardinell, Brenda Schwartz-Yeager, Mya Delong, Chris Bunes, Erin Galla

ABSENT: None

STAFF: Kate Thomas, Matt Henson

3. AMENDMENTS TO THE AGENDA

The election of officers was left off the agenda. Schwartz asked for the agenda to be amended to include this item.

M/S Schwartz/Bunes move to amend agenda to add election of officers to New Business after item 'd'.

Approved unanimously.

4. APPROVAL OF THE MINUTES

a. Approval of the WCVB May 24th, 2023, regular meeting minutes.

M/S Bunes/Galla move to approve the regular meeting minutes of the WCVB from May 24th, 2023, meeting.

Approved unanimously.

5. PERSONS TO BE HEARD

Mayor Patricia Gilbert thanks CVB for their continued efforts to grow and promote tourism. She stated that the board might consider looking at the concept of "summer bird" (as opposed to winter bird) as a marketable idea. Mayor Gilbert also inquired on whether concern over large cruise vessels has died down or if staff is still fielding comments.

6. CORRESPONDENCE

Marketing Coordinator gave an oral report of recent travels and vendor meetings.

Director delivered an oral report of department business.

7. UNFINISHED BUSINESS: NONE

8. NEW BUSINESS

a. Approval of the 2024 Travel Wrangell Marketing Plan

M/S Bunes/Schwartz move to approve the 2024 Travel Wrangell Marketing Plan as presented.

Schwartz stated that she is happy with everything in the plan but does not agree with the Travel Behavior in the secondary demographic. She stated that the way the behaviors are written alludes to more of a cruise ship passenger and not the independent travel we are seeking. Schwartz recommended that staff revise to state the following:

- Independent travel or family/small group experiences.
- Prefer well-known experiences and guided tours.
- Find their inspiration through various media publications from business or direct marketing efforts.

Buness agreed that this would broaden the current language and would better target the travel the board is looking to attract.

Approved unanimously.

- b. Approval of the Travel Wrangell Marketing Plan Appendix A, detailing Media and Advertising Outlets.

M/S Buness/Cardinell move to approve the Media and Advertising Outlets as presented.

Schwartz stated that she wanted to make sure that ATIA cooperative marketing opportunities, digital and printed, were listed and something that staff is considering. Matt Henson stated that all ATIA marketing opportunities are listed in the appendix and indirectly referenced in the marketing plan. Schwartz also stated that she would like to see staff attend an adventure expo or trade show as another opportunity to target that primary demographic referenced in the marketing plan.

Delong stated that she would like to see the CVB potentially provide cooperative marketing opportunities to local businesses or a collaborative effort with the Chamber of Commerce to promote these types of opportunities. Thomas stated that this is addressed in the tactics of the marketing plan and referred to as Joint Venture Marketing.

Approved unanimously.

- c. Approval of the Marketing Projects for 2024.

M/S: Buness/Galla move to approve the 2024 marketing project list.

Schwartz stated that she thinks there is more than plenty to tackle with the presented project list.

Approved unanimously.

- d. Discussion of the Global sustainable Tourism Council criteria for destination management.

Thomas introduced the Global Sustainable Tourism Council's criteria that was presented at the ATIA convention in Fairbanks. The GSTC criteria has become a general standard for destinations to reference across the globe. These standards will be referenced and used to craft Wrangell's tourism management plan as well as other southeast Alaskan communities' plans.

Buness stated she had concerns for staff's capacity to accomplish all goals laid out within the GSTC criteria and wants to make sure realistic expectations are set for what the CVB is trying to accomplish. Buness also stated the criteria is impressive and the fact it is used worldwide is motivating.

Schwartz stated that the CVB is in a strategic position to be developing our plan right now with the abundance of planning resources and our ability to integrate what we like into our framework.

Thomas stated that having a standard to start development is good but is aware that polices can look good on paper but are not practical when deployed. Utilizing the resources, we have to develop our plan, a similar approach to how the TBMPs were developed, will be the best approach. This plan will evolve and grow over time but developing a baseline to address issues forthcoming as well as ensuring public buy in is important. Notable positives within the criteria are how it addresses visitor volumes and activities, engagement and feedback with the visitor, and stakeholder engagement.

Buness stated that she appreciates that the GSTC criteria also considers risk assessment.

Thomas stated that hosting a business workshop in December and engage stakeholders in what they are experiencing and what considerations they would like us to keep in mind moving forward. Staff are also evaluating our sister community's plans to find the most applicable and practical approach to developing our own. Henson stated that while we are developing our plan, southeast Alaska is currently developing a regional strategy to put "handrails" around the cruise industry.

Thomas stated that with the growth of tourism, there is critical need build the structure so that those who may be on the fence about tourism are given a sense of security and stability with the likely changes. Schwartz echoed Thomas and stated that we have an opportunity to let people be heard in this process and let them know that there is a plan to make them more comfortable. Thomas stated that there will be a town hall that will be promoted publicly, inviting many different stakeholders and demographics to participate.

- e. Election of officers (added through Amendment to the Agenda)

M/S Schwartz/DeLong move to appoint Erin Galla as chair of the Wrangell Convention and Visitors Bureau.

Approved unanimously by polled vote.

M/S Galla/DeLong move to appoint Brenda Schwartz-Yeager as vice chair of the Wrangell Convention and Visitors Bureau.

Approved unanimously by polled vote.

9. ADJOURNMENT: Adjourned at 2:09 pm. Next meeting time is TBD.

Chair

ATTEST: _____
Secretary

Agenda Item A New Business

Review and approval of the Customer Relationship Management System Proposal and License Agreement

Wrangell Convention and Visitors Bureau

AGENDA ITEM

January 16th, 2024

Information:

What is a CRM? A Customer Relationship Management (CRM) system for a Destination Marketing Organization (DMO) serves as a vital tool for managing and analyzing interactions with potential and existing travelers. It functions as a central repository for data, capturing details about customer preferences, behaviors, and engagement history. This comprehensive database allows a DMO to tailor its marketing and communication strategies effectively, ensuring that potential visitors receive personalized information and promotions. Furthermore, a CRM aids in the analysis of trends and patterns in tourist behavior, enabling the DMO to make data-driven decisions to optimize marketing campaigns and enhance the overall visitor experience. By streamlining processes and consolidating customer information, a CRM for a DMO not only increases operational efficiency but also plays a crucial role in building and maintaining long-term relationships with travelers.

Why should we use the CRM? Implementing a Customer Relationship Management (CRM) system can significantly enhance Travel Wrangell's operations by streamlining the way it interacts with and understands its customers. A CRM system will enable the organization to gather and analyze valuable data about travelers' preferences and behaviors, leading to more personalized and effective marketing strategies. This personalization extends to customer service, where quick access to customer information allows for more tailored and efficient support. Additionally, the automation and organization of customer-related processes will not only improve operational efficiency but also free up resources for more strategic tasks. Moreover, the insights gained from CRM analytics will aid Travel Wrangell in making data-driven decisions, helping to identify market trends and evaluate the effectiveness of marketing campaigns.

Overview of research and proposals: Matt Henson met with two agencies that both specialize in developing Customer Relationship Management (CRM) software; Tempest and Simpleview.

Simpleview's CRM offers an industry standard, module based, system that many destinations across the world currently use. Simpleview's system is proprietary and is designed to directly integrate with Simpleview's Content Management System (CMS) (Website) and services will last if a contract is renewed, and data sets can be exported but historical reporting and audience segmentation may be lost. An API is required for integration with other CMSs and may not be compatible with all systems. This CRM exists on multiple instances where each client's software system is unique to the client and updates are not propagated to all users. The cost for this system is \$18,000 plus \$5,000 in setup costs in the first

year and an annual contract renewal of \$12,000. This cost does not reflect the optional/elective add-ons provided in their proposal.

Tempest's CRM (called iDSS) offers a scalable, modular system that is used by many destinations globally. Tempest's system is based on open-source code and can directly integrate with any CMS via an API. Access to their system lasts if the term of the contract but all information can be exported and retained if a client were to terminate the contract. iDSS exists on a single instance where each client is using the same version of the software and updates are propagated to all users.

Expense: The cost for this system includes an onboarding fee (one-time) of \$6,500 and Annual Licensing Fees (three-year contract) of \$6,000, totaling \$12,500 for three years of service and technical support.

Recommended Motion: Move to approve the Master Service Agreement with Tempest for a Customer Relationship Management system.

Attachments: 1. Proposal, 2. Statement of Work, 3. Master Service Agreement.

TRAVEL WRANGELL

iDSS CRM Solution | Destination Management

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CRM SOFTWARE | WEB | TRAVEL MARKETING

COMPANY OVERVIEW

Tempest partners with Destination Organizations to build assets that increase their community's economy and elevate the image of their destination

Remote Work Culture

We embrace a remote workforce, employing team members across North America

Legal Name:

iDSS Global, LLC
(a subsidiary of Tempest Interactive Media, LLC)

Headquarters:

30 South 15th Street
Philadelphia, PA 19102

Website:

<https://www.tempest.im/solutions/crm/>

240+

DESTINATION CLIENTS

13

YEARS IN BUSINESS

45+

EMPLOYEES



OUR STORY IS JUST BEGINNING.

Like every journey, ours began with small steps and big vision—To take the destination marketing world by storm.

Since our inception, we've always delivered outstanding creative solutions to our clients. Our passion for excellence and commitment to innovation have led us to be recognized as thought leaders throughout the industry.

Today, Tempest is an agency that offers CRM software, industry-leading responsive website development, and integrated marketing services whose singular focus is the travel industry. Even though we've grown over the years and have worked with destination organizations around the world, we've never lost the spirit that fuels our need to drive the industry forward. We'll always remember the motivation—some would say obsession—to create meaningful brand engagements and deliver measurable results.

2010

ESTABLISHED

IDSS CRM SOLUTION | DESTINATION MANAGEMENT

PLATFORM OVERVIEW

A CLOUD-BASED CRM FOR THE TRAVEL INDUSTRY.

Born and bred in Minneapolis. Used all over the world.

In 2003 the Greater Minneapolis Convention and Visitors Association (GMCVA; now known as Meet Minneapolis) began using what it had developed as the first web-based CRM platform for the tourism industry; Internet Destination Sales System, or iDSS. Within a year there was such demand for the product that the organization began licensing the software to CVBs throughout the country. In 2014, Tempest acquired iDSS to provide stability and resources to support iDSS' rapid growth in the destination marketing industry.

Today more than 200 destinations around the world choose to power their organizations with iDSS Cyclone, Tempest's modernized version of the CRM. **What makes iDSS Cyclone different?**

SAAS from day 1

The first web-based CRM platform in the DMO industry, iDSS Cyclone's unified codebase provides stability to quickly customize and deploy new features to the entire community of users every month.

Built by a DMO for DMOs

Ideated and developed by a DMO, iDSS Cyclone does everything a DMO needs to do - from sales, membership, and services, to marketing and finance. A flexible and personalized platform that will adjust to fit your workflow.

Account-based Platform

Get a single view of your data, organization-wide. No silos by department or role. This results in a tighter, cleaner, more efficient shared platform.

Modern .net Technology Stack

Our technology stack enables accelerated development timelines so we can meet our commitment to continually evolve our platform.

Flexible Fields and Page Structures

Utilize our signature Drag-N-Drop functionality to customize dashboards, add custom fields, or alter the look at feel of Account, Contact, Lead & Inquiry pages

More Native Functionality

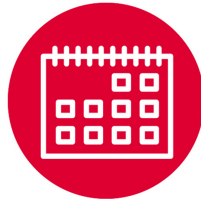
CRM, Destination Management, Email Marketing, Proposal Building, Venue/Meeting Space Management, Housing, Event Registration, Reporting, Web Content.

ACCOUNT BASED FLEXIBILITY



Administration and Finance

- Advanced Reporting
- Accounts Receivables
- User Tracking
- ROI & Impact Calculators



Sales & Events

- Account/Contact Management
- Lead Management/
- Task/Trace Organization
- Outlook Integration



Marketing & Communications

- Distribution Lists
- Email Campaigns
- Media & Ad Tracking
- Listings, Events & Analytics



Members & Partners

- Member & Partner Engagement
- Member & Partner Extranet
- Invoicing
- Member & Partner Reporting



Services

- Event Management
- Service Leads
- FAM & Itineraries
- Registration & Housing



Tourism

- Research
- Inventory Management
- Visitor & Call Centers
- Surveys & Polls

HOSTING & SECURITY

The integrity of your investment is extremely important to us.

We utilize premium hosting and security environments designed to protect your data and business interests. These processes are solidified by Microsoft Azure's commitment to security.

The iDSS Cyclone product suite is 100% web-based; therefore, the only hardware required is a device with an internet connection. There is no software to install. Our applications are hosted on a fully redundant infrastructure through Microsoft Azure. Our data center guarantees more than 99% uptime with 24/7/365 hardware monitoring by certified engineers.

Client databases are secure and kept separate from other clients. We employ three backup methodologies: Nightly full backups, timed intervals

through the workday, and dynamic 'on the fly' logging. Should the need occur to restore corrupted data, we maintain a two week archive of client data so multiple restore files are always available.

Microsoft Azure is the largest and most trusted managed hosting environment for software applications. There are automated defenses in place to deter intrusion or "denial of service" attacks on our systems with Azure. (These are typically automated attacks coming from foreign sources.) Our system is protected, and should such an attack occur, iDSS will disconnect from the internet automatically until the attack passes. Since coming online in 2004, iDSS has not had a breach, hack or successful intrusion attempt.

PERMISSION LEVELS & USER ACCESS

There are over 50 different roles that can be assigned to your users and partners.

These roles and rights can be controlled and customized by one or multiple staff members at Travel Wrangell that you dedicate as superadmins. Role settings can be adjusted to refine what specific users can access, including segmenting roles by department and controlling what features certain groups of users may use. The ability to assign rights to read, write and edit is extremely useful in managing the security of your data and in maintaining a productive workforce.

Additionally, your superadmins will be able to control what users and partners are able to see and have access to through their unique logins. This includes what reports they can access, what functionality is available to them, and what they can ultimately read, write, and edit.

We have recognized over the years that the onboarding phase of this process can feel overwhelming, particularly to our larger clients.

It is important to note that part of our process is a custom consultation with our client success team to tailor our powerful but flexible platform to suit your specific needs.

APPLICATION PROGRAMMING INTERFACE (API)

iDSS Cyclone’s open APIs are included with your annual subscription.

Our bi-directional APIs allow you to make the best use of your data by allowing information to pass into and out of iDSS Cyclone from other compatible systems and software.

Administration

Verify partner credentials and change passwords

Local Event Calendar

Events to be displayed in your website event calendar

Distribution Lists / Newsletter Sign-Ups

Pulls distribution list information to your website

Housing & Event Registration

Pulls housing and event registration into pages

Analytics

Store Google Analytics metrics in your database

RFPs & Leads

Sends leads and RFP submissions into iDSS

Inquiries

Visitor inquiries, contact forms, visitor guide requests

Membership & Partnership

Sends member/partner data to your website

Deals

Sends deals/coupons to your website

Venues

Sends venue information to your website

ENHANCEMENTS AND UPDATES

iDSS Cyclone is built on a unified code base, meaning that new features and functionality that we develop are immediately available to our platform's users.

This also streamlines our ability to provide industry-leading customer support

Right now we are releasing an upgrade to the systems core functionality every three weeks. With major upgrades happening once a month. These upgrades are always a result of needs that have either been communicated to us by our users, or that we've identified through other research and discovery. Improvements made to the core functionality of the platform are included in your subscription. No having to purchase additional "modules".

Troubleshooting platform bugs is a key advantage of iDSS Cyclone. When the occasional error occurs anywhere on the system — for any iDSS Cyclone user, in any destination — our development team is immediately notified and a fix is applied to the unified code base. This means the problem is resolved universally and other users will never encounter the same issue.

These features and protocols are part and parcel of our client-driven, tourism-focused roadmap. We understand how your organization operates, and we do everything we can to help you work efficiently and produce results in this evolving industry.

IDSS CRM SOLUTION | DESTINATION MANAGEMENT

FEATURES & FUNCTIONALITY

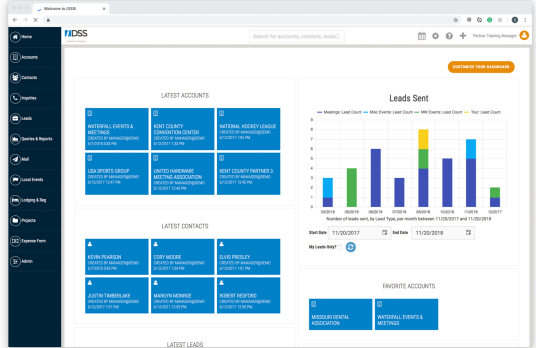
GENERAL FUNCTIONALITY

iDSS Cyclone is custom tailored for the travel and tourism industry. The system has more native industry-focused functionality than any other platform.

Personalization was a major improvement we made when iDSS Cyclone came to market in 2016. Each user is able to customize their own dashboard to show relevant information to their role. Page structures and fields are also customizable and can easily be toggled on and off. This eliminates clutter and keeps your iDSS database clean.

During the onboarding process we will design a custom login screen with your brand, logos, and a hero shot of Wrangell, Alaska. If you choose, we can also personalize the extranet that your members/partners will be logging in to. This gives them instant access to your brand.

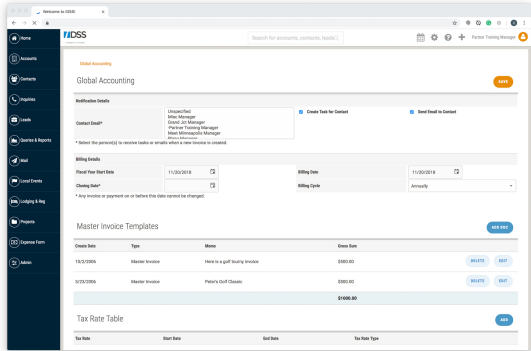
- INCLUDED FEATURES**
- Branded Login Screen**
- Customizable Dashboard Widgets**
- APIs**
- Outlook/Gmail Integration**
- Predictive Smart Search**
- Import/Export Mapping**
- Shared Events & Leads Calendar**
- Categorization & Account Types**



Customizable Homepage Dashboard

OPERATIONS, ADMIN & FINANCE

Operations, Administration and Finance staff are commonly referred to as the controllers, because they are behind the scenes pulling all the strings to make things work. iDSS makes it simple for them to do this.



Accounting & Invoicing

iDSS Cyclone features several advanced features to control access levels, track productivity, manage roles, and lots of different ways to customize the platform to meet your staff's needs. Support and ongoing training are also an inclusion of your subscription, meaning if you get stuck we are there to help and answer your questions at no cost to you. All external billing can be conducted within the system, with the ability to collect online payments with no additional fees taken by us.

There are also several pre-built ways in which you can audit the system and track productivity of your staff to ensure you are getting the most out of this investment.

- INCLUDED FEATURES:**
- 300+ Standard Industry Reports**
 - Customizable Query Builder**
 - Invoicing & Member Dues**
 - Economic Impact Calculations**
 - Accounts Receivable**
 - Team & Individual Goal Tracking**
 - Advanced Admin Controls**
 - Role Management**

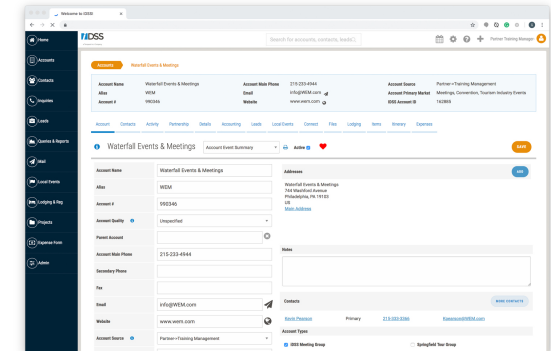
MEMBERSHIP & PARTNERSHIP

Whether you are a membership or partnership focused Destination Marketing Organization, iDSS Cyclone includes robust features designed to help service your stakeholders and local partners.

Through the system you can create and distribute invoices, set partner levels, and collect online payments. At the account and contact level your team will be able to track all correspondence with your members/partners. One of the most powerful features of the platform is the inclusion of the member/partner extranet; an integrated system that allows your members/partners to securely login, make payments, respond to leads, manage content, and access reports.

INCLUDED FEATURES

- Member/Partner Extranet**
- Invoicing & Member Dues**
- Secure Online Payments**
- Automatic Aging Updates**
- Accounts Receivable Reporting**
- Partner ROI Tracking**
- Partner Analytics**



Member / Partner Management

SALES & SERVICES

At its core, iDSS Cyclone gives your sales and services teams everything they need to track their daily activities, manage leads, measure goals, distribute service requests, and much more, out of the box.

Event Dates	Start	End	Lead Name	Lead Status	Lead ID	Lead Value	Lead Type
Option 1	1/15/2020	1/16/2020	1/16/2020	1/16/2020	1/16/2020	1/16/2020	1/16/2020
Option 2	1/17/2020	1/18/2020	1/18/2020	1/18/2020	1/18/2020	1/18/2020	1/18/2020

Lead Management & Distribution

One of the most important features of iDSS Cyclone is data is not siloed like other CRM platforms used in the travel/tourism industry. Whether you are a MICE, SMERF, group tour or a sports focused organization, all the features and functionality needed to service your clients are natively integrated at the account, contact, and lead levels.

There is no jumping between 'User Groups', as we organize your database by 'Account Types.' This also helps eliminate duplication of data, and ensures that where records are updated, they are updated system wide. Workflows are also a strength of our platform, and each was carefully designed with your sales team in mind.

INCLUDED FEATURES

Account & Contact Management
Lead Management & Distribution
Leads by Business Sector
Task/Trace Management
Team Goal Tracking
RFP Management
Service Leads Management

Optional Add-Ons:

ePublisher & Proposal Builder

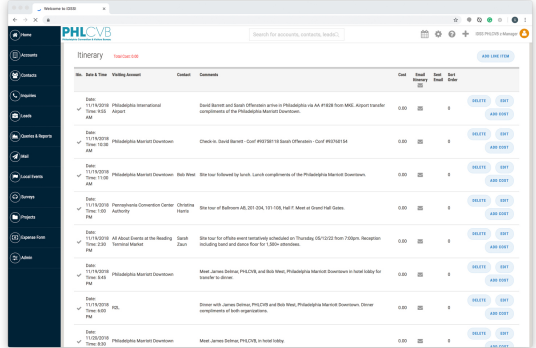
EVENT MANAGEMENT

iDSS will allow your team to coordinate details for events, create and manage itineraries, and much more. Travel Wrangell will find this is a great solution for organizing your local events calendar, managing facilities and venues, and planning FAM tours.

Once a lead or event is created in the system, your team will have a ton of options available to manage it. These include collateral management, registration booths, speakers, FAMs, and lots more. Your team will be to create and distribute custom itineraries linked directly to the local businesses in your database.

This system was built for collaboration amongst your different departments. In addition to being able to assign tasks to different staff members, there is also a project collaboration tools that allow your different departments to check off items that need to be done and a very simple checklist format.

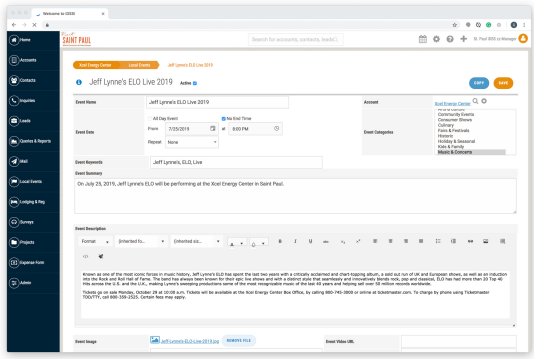
- INCLUDED FEATURES**
- Meeting & Event Coordination**
- Project Collaboration Tool**
- FAM & Itinerary Management**
- Expense Tracking**
- Post-Event Surveys**
- Housing**
- Event Registration**
- Optional Add-Ons:**
- Facility & Venue Management**
- Scheduling**



Fam & Itinerary Management

MARKETING, MEDIA & COMMUNICATIONS

Several native features within iDSS Cyclone will streamline the way your staff manages website content, email marketing, and the ongoing collection of data and analytics.



Local Events Listings

At the highest level, iDSS centralizes your website's listings, events, submission forms, and analytics. Through our open API's the system can seamlessly feed content to your website(s). It can also collect data being filled out via forms on the website and store those for any purpose.

Our native email marketing system allows you to send out mass email communication using the best deliverability technology on the market. You can easily create custom responsive templates and collect real-time analytics on your email campaigns, right in the system.

- INCLUDED FEATURES**
- Website Content Management**
 - Distribution List Management**
 - Email Marketing**
 - Newsletters**
 - Responsive Email Creator**
 - Local Events Calendar**
 - Media & Ad Campaign Tracking**
 - Google Analytics Integration**

TOURISM & VISITOR SERVICES

The platform does two extremely important things for tourism and visitor services staff: It gives you a centralized area to track all activities as well as a robust system to manage all your group tour efforts.

Through the inquires feature you are able to track traffic coming through your visitor centers as well as online. Once the contact record is created you begin to build a trackable identity for who each traveler is and how they are interacting with your organization (i.e Visitor Guide Request, came through Visitor Center, filled out a contact form, received a Newsletter, etc.).

iDSS Cyclone also includes a fulfillment feature that allows you to manage requests and distribute your publications. All visitor guide requests and newsletter sign-ups submitted via the website are also passed into the system through our open API's.

INCLUDED FEATURES

Import & Manage Inquiries

Distribution List Management

Collateral Fulfillment

Track Inventory

Reporting of Visitation Patterns

Survey Builder

Manage Group Tour Activities

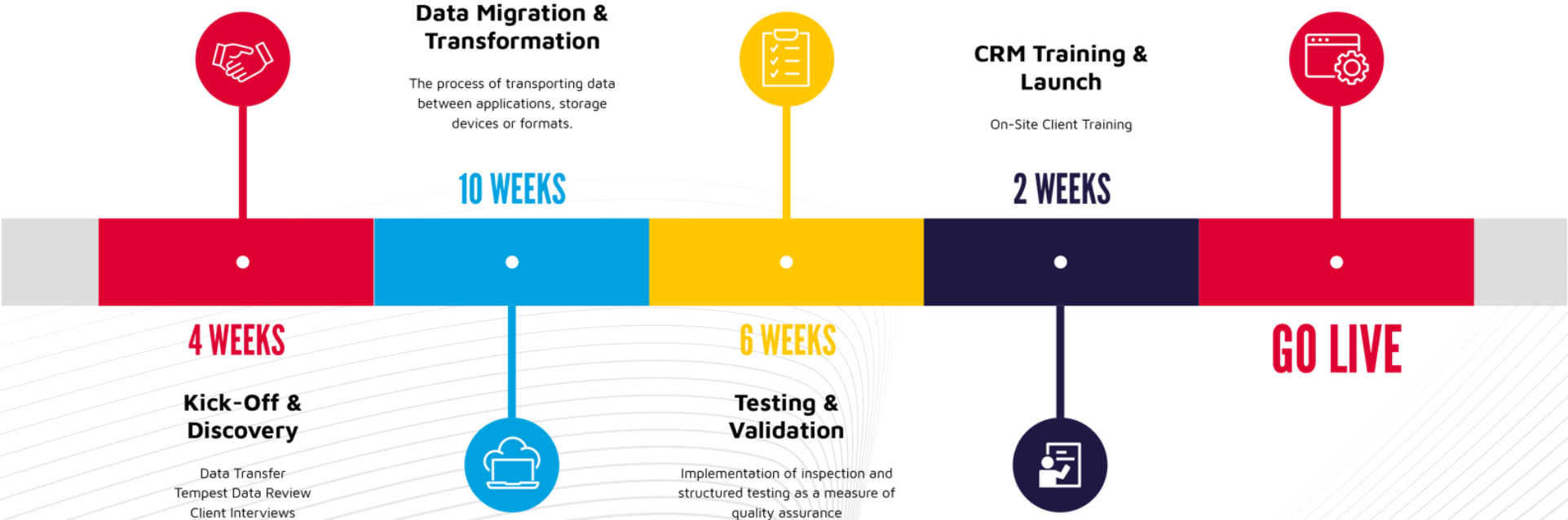
Item Name	Stocked From	Multiplier	Cost	Start Date	Carry Over Amount	New Amount	Inventory Used	Inventory Left	Cost Per Use	Action
2018 Travel Guide	0	1/1/2018	0	1/1/18	0/1/18	0/1/18	0/1/18	0/1/18	0/1/18	View Edit
Annualized Ice Melt	0	1/1/2017	0	1/1/17	0	0	0	0	0/1/17	View Edit
Call Phone Visitor MISC	0	0/1/2017	0	0/1/17	0	0	0	0	0/1/17	View Edit
Cleaning Mat	0	0/1/2017	0	0/1/17	0	0	0	0	0/1/17	View Edit
Check-out Standard MISC	0	0/1/2017	0	0/1/17	0	0	0	0	0/1/17	View Edit
Check-out USB - MISC	0	1/1/2017	0	1/1/17	0	0	0	0	0/1/17	View Edit
iDSS - Holiday MISC	0	0/1/2018	0	0/1/18	0	0	0	0	0/1/18	View Edit
iDSS - Booth Sign	0	0/1/2017	0	0/1/17	0	0	0	0	0/1/17	View Edit
iDSS - General MISC	0	0/1/2018	0	0/1/18	0	0	0	0	0/1/18	View Edit
iDSS - Individual Business	0	1/1/2017	0	1/1/17	0	0	0	0	0/1/17	View Edit

Inventory Tracking & Management

IDSS CRM SOLUTION | DESTINATION MANAGEMENT

ONBOARDING, MIGRATION, TRAINING

ONBOARDING & MIGRATION TIMELINE



KICK-OFF & DISCOVERY

Tempest takes great care with the onboarding process.

The onboarding process is our first opportunity to begin to establish a relationship with your staff. It is also our first introduction to your data and how you do business at Travel Wrangell. Through the process, Tempest's own team of experts will take your existing data, clean it up, and upload it to your new CRM database. This allows your team to stay focused on their primary responsibilities — not on migrating data!

To kick things off, our team will host the Travel Wrangell staff on a conference call to make introductions and walk you through the our process. We encourage you — if you haven't already — to begin compiling all the data that will be migrated to iDSS Cyclone by making complete

backups of your existing systems. Tempest will provide you with an FTP site where you can securely upload these backups.

Once we receive your backup data, our experts will review and prepare questions about your data structure. At this point we will also identify any customizations that you have made within your existing system to ensure those investments are carried through to your new iDSS Cyclone installation. While workflows may change, all historical and physical data will remain intact. Travel Wrangell staff can continue using the current CRM system normally throughout the process.

DATA MIGRATION & TRANSFORMATION

The import and transfer of your data from your current CRM solution is actually an easy process, and one we are very familiar with.

After receiving a copy of your current database backups, our team of experts will begin mapping your data to your new iDSS Cyclone installation. Each field being used by Travel Wrangell will be matched with a corresponding field in the new database. We'll also identify custom reports to be created or adjustments to be made to our standard functionality to ensure the investments you've made over the years are not lost. After the mapping is complete, our team will run a series of

scripted migrations into a production environment. The information then gets a thorough internal audit by our team before inviting the Travel Wrangell staff to confirm the integrity of the migration.

If there are any custom developments that need to be made to the features and functionality of the platform, they are scoped and put into a development timeline to be completed by the time you go live with iDSS Cyclone (or an agreed-upon date, post-launch).

CLIENT TESTING & VALIDATION

After we have finished transforming your data, we will invite the Travel Wrangell staff into the production environment to begin testing the accuracy of the migration.

During this phase, our Client Success Team will give your staff a tour of the data that has been migrated and supply them with a checklist of items to be reviewed. Since you know your customer and partner data better than anyone, you will be able to quickly identify any potential discrepancies. Based on your feedback, our data experts will make adjustments to the mapping and import procedures and run another migration cycle, if necessary. The process moves quickly after the first

migration cycle, and we repeat the process until Travel Wrangell is satisfied with the results.

Following validation we will schedule a cutover date with your organization. To reduce downtime and ensure a minimal impact on your business, Tempest will ask that you 'freeze,' or stop using your current system, at the end of an agreed-upon week. We will download a final backup of your current database to ensure we have the most up-to-date data, and we will run a final migration that weekend.

IDSS CRM SOLUTION | DESTINATION MANAGEMENT

COST SUMMARY

COST SUMMARY - OPTION A

iDSS Project Plan	Cost
iDSS ONBOARDING	
DISCOVERY & SETUP - Setup of cloud server and configuration of client database	
DATA MIGRATION - Migrate all existing client data from current database	
TRAINING - Virtual training for your staff	
ONBOARDING FEES (ONE-TIME)	\$6,500.00
iDSS CYCLONE LICENSING - Up to five (5) users	
iDSS CYCLONE CRM - Core functionality outlined in the scope of services	
iDSS EXTRANET - Partner portal	
iDSS SEND - Email marketing platform (Includes 10,000 annual emails. Additional email blocks available, see Optional Add-ons)	
SUPPORT & TRAINING - Unlimited support & ongoing training	
ANNUAL LICENSING FEES (THREE-YEAR CONTRACT)	\$6,000.00

COST SUMMARY - OPTION B

iDSS Project Plan	Cost
iDSS ONBOARDING	
DISCOVERY & SETUP - Setup of cloud server and configuration of client database	
TRAINING - Virtual training for your staff	
ONBOARDING FEES (ONE-TIME)	\$3,000.00
iDSS CYCLONE LICENSING - Up to five (5) users	
iDSS CYCLONE CRM - Core functionality outlined in the scope of services	
iDSS EXTRANET - Partner portal	
iDSS SEND - Email marketing platform (Includes 10,000 annual emails. Additional email blocks available, see Optional Add-ons)	
SUPPORT & TRAINING - Unlimited support & ongoing training	
ANNUAL LICENSING FEES (THREE-YEAR CONTRACT)	\$6,000.00

SCOPE OF SERVICES

IDSS FEATURES	
UNLIMITED CLIENT SUPPORT	IN-KIND & EXPENSE TRACKING
300+ STANDARD REPORTS + REPORT BUILDER	ACCOUNTING IMPORT/EXPORT FEATURE
PREMIUM RACKSPACE HOSTING + DATA SECURITY	PROJECT COLLABORATION TOOL
MEMBERSHIP/PARTNERSHIP MANAGEMENT	MEDIA TRACKING & ADVERTISING FEATURE
DUES, INVOICING & ONLINE PAYMENTS	EVENT TRACKING & MANAGEMENT FEATURE
BRANDED MEMBER/PARTNER EXTRANET	SURVEYS & FORMS BUILDER
TASKS/TRACES MANAGEMENT	LOCAL CALENDAR OF EVENTS + API'S FOR WEBSITE
MEETING & CONVENTION SALES MANAGEMENT	LISTINGS & SPECIAL OFFERS + API'S FOR WEBSITE
GROUP TOUR, TRAVEL TRADE & SPORTS MANAGEMENT	WEBSITE FORMS & RFP COLLECTION + API'S FOR WEBSITE
OUTLOOK & EMAIL INTEGRATION	EMAIL DISTRIBUTION LIST MANAGEMENT
LEAD DISTRIBUTION FEATURE	CUSTOMIZABLE HOMEPAGE DASHBOARDS
SERVICE LEADS DISTRIBUTION FEATURE	CUSTOMIZABLE PAGE LAYOUTS
FAM & ITINERARY MANAGEMENT	GOOGLE & PARTNER ANALYTICS TRACKING
MINT & ECONOMIC IMPACT INTEGRATION	ADMIN CONSOLE + UNLIMITED ROLES
VISITOR INQUIRIES & REFERRALS FEATURE	CLIENT PORTAL, SUPPORT HUB, TRAINING MANUALS, USER FORUMS
INVENTORY MANAGEMENT	PREDICTIVE SMART SEARCH

OPTIONAL ADD-ONS

OPTIONAL ADD-ONS	COST
iDSS SEND EMAIL CREDITS - 50,000 emails (Additional discounts available for larger email blocks)	\$450.00
iDSS PUBLISH - Proposal and bid packet builder (plus one-time \$3,000 setup)	\$3,000.00
PROFESSIONAL SERVICES - custom development, consultation & data cleansing	\$150.00 / hour
CUSTOM REPORT DEVELOPMENT	\$150.00 / hour
CVENT INTEGRATION	TBD

SCHEDULE A: iDSS CYCLONE STATEMENT OF WORK

Background

This Statement of Work ("SOW") is dated January 8, 2024 ("SOW Effective Date") by and between City and Borough of Wrangell ("Client") and iDSS Global LLC ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of January 8, 2024 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. **"Go Live Date"** means the point in time where Onboarding services are complete, iDSS Cyclone has been configured and enabled and is ready for the Client to use. The Go Live Date will be established by the Company in the Go Live Date Agreement referred to below under iDSS Cyclone Subscription Fee.
- d. **"Standard Reports"** means the standard reports available in the iDSS Cyclone for use by Client.
- e. **"Users"** means anyone logging into and using the iDSS Cyclone.
- f. **"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.
- g. **"iDSS Legacy Version"** means iDSS Version 8 or other prior versions.
- h. **"iDSS Cyclone"** means iDSS Cyclone Version 1.



Fee Schedule

ONBOARDING SERVICES	
SETUP AND CONFIGURATION OF CLIENT iDSS CYCLONE INSTANCE	INCLUDED
TRAINING - webinar training	INCLUDED
TOTAL ONBOARDING COSTS	\$3,000.00
ONGOING COSTS (recurring on a yearly basis)	
iDSS CYCLONE SUBSCRIPTION FEE	\$6,000.00
TOTAL ONGOING COSTS	\$6,000.00

PROFESSIONAL SERVICES	
DATA MIGRATION AND TRANSFORMATION	\$3,500.00
CONSULTING SERVICES	\$150.00/hour
CUSTOM REPORT AND REPORT DEVELOPMENT SERVICES	\$150.00/hour
CUSTOM FEATURE AND INTEGRATION DEVELOPMENT SERVICES	\$150.00/hour
CREATIVE AND DESIGN SERVICES	\$150.00/hour
DATA UPDATE, TRANSFORMATION AND CLEANSING SERVICES	\$150.00/hour
EMAIL CREDITS	\$0.009/credit
ONSITE TRAINING	\$1,200.00 per trainer per day



Onboarding Services Fee

- a. **Fee Description.** This is a one-time only, non-refundable fee for Onboarding Services listed in the Scope of Services in this SOW for Onboarding.
- b. **Payment Terms.** \$1,500.00 (first half of Onboarding Fee) will be paid as a down payment upon executing this SOW. The remaining \$1,500.00 (last half of Onboarding Fee) and \$6,000.00 (iDSS Cyclone Subscription Fee) will be due at the Go Live Date and will be billed at Go Live Date. Subsequent iDSS Cyclone Subscription Fees will be billed in advance of the Go Live Date anniversary for each year.
- c. **Setup and Configuration of Client iDSS CRM Instance.** Company will configure the iDSS Cyclone instance in preparation for client use.
- d. **Data Migration and Transformation.** Company will migrate Client data to iDSS Cyclone from other sources, provided that the Client has identified in writing, to the satisfaction of Company, the data source or sources to be accessed and the specific data the Client wishes to migrate to iDSS Cyclone and Company has determined that migration of the data is feasible.
- e. **Onsite Training.** If an onsite Training is included as part of Onboarding, Company will provide training to Client's staff at Client's business location covering the features, use and other information regarding iDSS Cyclone. Client shall reimburse Company for any Travel Related Expenses and out-of-pocket expenses pursuant to section 2.1 in the MSA. Limitation on Training - Each training session is limited to 10 staff members per trainer.
- f. **Travel Expenses.** Client shall reimburse Company for any Travel Related Expenses and out-of-pocket expenses related to this SOW pursuant to section 2.1 in the MSA.
- g. **Onboarding Services After Go Live Date.** Client Requested Services related to the Onboarding Services in Scope of Services in this SOW will be included in the Onboarding Services Fee for twenty (20) business days after Go Live Date.

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. 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 Go Live Date. iDSS Cyclone Subscription Fees will be billed in advance of the Go Live Date anniversary for each year.
 - 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 Date 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 C.



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 B: 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	
ONBOARDING SERVICES	
SETUP AND CONFIGURATION OF CLIENT iDSS CYCLONE INSTANCE	INCLUDED
TRAINING - webinar training	INCLUDED
iDSS CYCLONE CORE SUBSCRIPTION (including iDSS Email Campaigns (10,000 annual Email Credits, iDSS Extranet)	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 ninety (90) days prior to the expiration of the Initial Term of any subsequent Renewal Term,
- d. **Termination.**
 - i. **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.
 - ii. **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 (90) 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).



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.



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

City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

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



SCHEDULE C: GO LIVE DATE AGREEMENT

Background

iDSS Global LLC ("Company," a Member of Tempest, Inc.) as Company and City and Borough of Wrangell as Client executed the SOW dated as of MM/DD/YYYY SOW EFFECTIVE DATE.

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 ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

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

City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

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



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement" or "MSA"), is dated January 8, 2024 (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 and Borough of Wrangell ("Client"), with offices at P.O. Box 531, Wrangell, AK 99929.

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 is attached as Schedule A.
 - 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.
 - 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, except where such a



prior Master Service Agreement ("Old MSA") specifies the term(s) of one or more SOWs, addendums, or other contracts that existed at the time of this Agreement. In such cases where one or more SOWs, addendums or other contracts existed prior to this Agreement and are incorporated by reference in the Old MSA, any term and renewal term(s) as put forth in that Old MSA will continue to be enforced. Other than this exception, this new Agreement supersedes all prior agreements and understandings (whether written or oral), including but not limited to any prior Master Service Agreements.

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 January 8, 2024 ("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 has been in effect for 90 days.
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.

8.1. Indemnification by Client. Client agrees to indemnify, defend, and hold harmless Tempest, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder or other material on the Site provided by Client infringes or violates any right of any third party, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

8.2. Indemnification by Tempest. Tempest agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Tempest representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Tempest; or (iii) any of the Tempest Materials infringe or violate any right of any third party, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

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 BUT SHALL NOT APPLY TO INDEMNIFICATION FOR THIRD-PARTY CLAIMS PROVIDED UNDER ARTICLE 8.

10. Limit on Statute of Limitations. Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than one year after the party seeking to bring the action discovered or should reasonably have discovered the facts forming the basis for the cause of action.
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 Commonwealth of Pennsylvania and, subject to Section 11.3 below, the State and Federal courts located in that State shall have the exclusive jurisdiction to resolve any disputes between the parties arising under this Agreement.
 - 11.3. Arbitration. Any claim, controversy or dispute among the parties to this Agreement will be resolved by binding arbitration, by a mutually acceptable arbitration organization in Philadelphia, Pennsylvania. The arbitrator will have authority to award any form of damages as well as injunctive relief. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute
 - 11.4. 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.
 - 11.5. 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.
 - 11.6. 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.
 - 11.7. 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.



- 11.8. 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.
- 11.9. Assignment. 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.
- 11.10. 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.
- 12.1. Termination by either party upon Breach. Tempest or Client has the right for immediate termination of this Agreement and the Services upon breach of the Agreement, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.
- 12.2. Termination by Tempest. Notwithstanding the previous Section 12.1, Tempest may terminate this Agreement 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 Agreement.
- 12.3. Automatic Termination. This Agreement will be terminated without further action by either party if the Client has terminated or canceled its subscription to all Tempest services in accordance with the terms of section 3 and the terms of the applicable SOW or Fee Schedules.





Please sign in the appropriate location below, and return the signed executed MSA to us via Fax or Email.

City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Tempest, Inc.
(On behalf of itself and all Members of Tempest)
30 S. 15th St. Suite 1001
Philadelphia, PA 19102

Printed Name

Printed Name

Title / Position

Title / Position

Signature

Signature

Date

Date



Agenda Item B New Business

Review and discussion of the 2024 Travel Guide design concepts

Wrangell Convention and Visitors Bureau
AGENDA ITEM
January 16th, 2024

Information: Historically, the Wrangell Convention and Visitors Bureau has contracted out the design of the community's travel guide and planner. In 2023 the WCVB tried a joint venture with the Wrangell Sentinel to partner on the design, content, and printing of the travel guide. The Tourism Department and WCVB were satisfied with the outcome of the publication given the limited time allotted to developing the new travel guide, although the guide lacked the consistent Travel Wrangell brand representation.

In preparation for the 2024 design process, staff met with Larry Persily of Wrangell Sentinel to discuss design concepts with emphasis on the Travel Brand and updated photography as a top priority for this year's publication. Staff proposed that the Borough be responsible for the design and layout including the photography, while the Wrangell Sentinel can focus on the narrative, paid advertisement solicitations and printing and shipping. Both parties agreed that this would be a productive partnership, while allowing brand control to be in the hands of the Marketing and Community Development Coordinator.

Included in the packet is a mockup of the design concept that staff would like the WCVB to review and comment on.

Recommended Motion: No action. Review and discussion with general input from the WCVB.

Attachments: 1. 2024 Travel Guide Design mockup 2. [2023 Travel Guide \(digital version\)](#)



Item b.

WRANGELL

ALASKA

THE OFFICIAL 2024 TRAVEL GUIDE

TRAVEL OUTSIDE THE LINES
WRANGELL

WRANGELL PROMISE

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Item b.

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TRAVEL OUTSIDE THE LINES
WRANGELL

WRANGELL CONVENTION
& VISITORS BUREAU
P.O. BOX 1350
WRANGELL, ALASKA, 99929

Item b.
PRST STD
U.S. POSTAGE
PAID
WRANGELL CVB



Agenda Item B New Business

Review and discussion of the Tourism Management Plan development and public process

Wrangell Convention and Visitors Bureau
 AGENDA ITEM
 January 16th, 2024

Information: Staff are working to build the framework for developing the Tourism Management Plan for the community. Included in the Global Sustainable Tourism Council criteria are four highlights: sustainable management, socio-economic sustainability, cultural sustainability, and environmental sustainability. These concepts will help guide the plan's development. One of the top priorities under sustainable management is stakeholder engagement. Staff have developed an outline of the stakeholder engagement process for the WCVB to review and provide comment on.

Tourism presentation (recorded and published online for those at home) This presentation will be open to the public. It would be beneficial to present to high school and middle school students if appropriate. Below are the bullet points of the presentation.

1. Introduction
 - a. Staff and WCVB
 - b. Purpose of WCVB
 - c. Goals and objectives of the department
2. What is the current situational analysis of tourism
 - a. Types of tourism
 - b. Wrangell Visitors Statistics
 - c. Benefits of tourism
 - i. General and local
 - d. Drawbacks and/or consequences of a poorly managed industry
3. What systems are in place for industry management
 - a. Tourism Best Management Practices
 - b. Travel Wrangell Marketing plan
 - c. What else is needed? Why?
 - i. Tourism management plan
 - ii. Industry best practices/ criteria for sustainable tourism

Public survey

1. Gauge the public's opinion on the benefits and draw backs of tourism
2. Gauge the public's tolerances for growth

Plan development

1. Establish a draft plan that aligns with the vision of the community based on recent input.
2. CVB review and input

Plan presentation and public engagement

1. Host a public meeting to present the plan.
 - a. Include a public hearing.
 - b. Public comment/secondary survey
 - i. Launch a public survey to vet the contents of the plan

Revisions to plan

1. Modify plan based on valuable feedback and majority interests.
 - a. Work Session with CVB

Approval of plan

1. Presentation to CVB
2. Approval

Plan implementation and education

1. Publish plan
2. Educate stakeholders
3. Share plan with industry agencies
4. Drive the industry to meet the goals of the plan

Recommended Motion: No action. Review and discussion.

Attachments: Provided are links to valuable resources in the development of a Tourism Management Plan.

1. [Global Sustainable Tourism Council Destination Criteria.](#)
2. [Juneau Tourism Survey Report](#)
3. [Cruise Tourism destinations; Practices, Consequences, and the Road to Sustainability](#)