

CITY OF GLASGOW, MISSOURI

BILL NUMBER 20230426-1 ORDINANCE NUMBER 3499

AN ORDINANCE AUTHORIZING MYSAMARIS, INC TO PROCESS PAYMENTS MADE TO THE CITY OF GLASGOW FOR USE OF FACILITIES UNDER THE AUTHORITY OF THE CITY OF GLASGOW PARK BOARD; APPROVAL OF PROFESSIONAL SERVICE AGREEMENT; AUTHORIZATION TO PARK BOARD TO ENTER INTO PROFESSIONAL SERVICE AGREEMENT; TIME WHEN ORDINANCE SHALL TAKE EFFECT

WHEREAS, the Park Board of the City of Glasgow, Missouri has requested that Mysamaris, Inc provide to the Park Board certain professional services as more fully set forth in the Professional Services Agreement attached hereto; and

WHEREAS, Mysamaris, Inc. would, under the Professional Services Agreement, among other things, process electronic payments which would be deposited into deposit accounts held by the City of Glasgow, Missouri;

NOW THEREFORE, be it ordained by the Board of Aldermen the City of Glasgow, Missouri, as follows:

Section 1: The terms and conditions of the attached Professional Services Agreement are hereby accepted and approved and the Park Board is given authority to enter into the contract on behalf of the city.

Section 2: This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and passed this 26 day of April, 2023.

Attest Rebecca Yung
Rebecca Yung, Clerk

Larry Neville
Larry Neville, MAYOR Joe Gibbs Mayor Pro Tem

THIS ORDINANCE APPROVED THIS ____ DAY OF APRIL, 2023.

Attest Rebecca Yung
Rebecca Yung, Clerk

Larry Neville
Larry Neville, MAYOR Joe Gibbs Mayor Pro Tem

SAMARIS



GMOPB-221004: Campground Reservation System

Glasgow MO Park Board

Primary Contact: Kimberly Reckner (kimberly@mysamaris.com)



Glasgow MO Park Board is in need of services for Discovery and Campground Reservation Solution:

- Functional Reservation and Requirements Review
- Affordable Solution
- Cost Comparison
- Go Live February 2023

Requirements:

- Park Web Site to be hosted on camping.visitglasgowmo.org.
 - Link from glasgowmo.org
 - Link from glasgowmo-chamber.com
 - Link from glasgowmo-msa.org
 - Promotions on visitglasgowmo.org website, email, and social (FB page access)
- Reservation Site for RV vs. Tent Camping vs. Pavilion Rental
- Confirmation reservation email
- Add-on products capability such as: Wi-fi, souvenirs, activity and game rentals, etc.
- Offline reservation management
- Dedicated EM Address for customer inquiries – info@
- Campsite Information
 - Water/Electric – included
 - Discounts - \$400 / monthly stays
 - No refunds – except natural disasters

The project will be broken into three main phases:

Phase I – Mysamaris will help identify the data, design, and functional requirements of this project through structured information gathering sessions with key staff. Mysamaris will then produce a deployment plan. Glasgow MO Park Board will review and provide a final sign off before moving on to Phase II.

Phase II – Mysamaris will implement the approved project to the specifications identified and agreed to in Phase I.

Phase III – On-going Support



This statement of work provides three years of professional services and any additional strategic and technical services provided by Mysamaris, Inc. to be used as needed by Glasgow MO Park Board (the "Professional Services Package").

Services Summary for GMOPB-221004:	Payment to Mysamaris
<p>Phase I: Discovery, access, requirements definition and approval process Phase II: Solutions Implementation</p> <ul style="list-style-type: none"> • Website Software Licenses to be owned by Park: <ul style="list-style-type: none"> ○ Theme ○ Booking software <p>Phase III: Project Management / QA</p> <p>Park Web Site:</p> <ul style="list-style-type: none"> • Domain selection – VGMO (free) • Email Marketing / Segmented Glasgow Camping List • Domain and SSL Configuration • WordPress implementation and basic plugin activation* • New Site Design - Theme selection, configuration updates, graphic media uploads and copy implementation • Multi-page design for SEO optimization • 5 email address / inbox creation / configuration / client setup • Site Hosting, which includes the following: <ul style="list-style-type: none"> ○ 5 Adobe Stock photo's ○ WordPress w/ Customizable design ○ SSL encryption ○ Monthly backups, storage up to 6 months ○ On-going maintenance and security updates <p>Base Technology Reservation Platform: On-going maintenance, support, and platform usage for website and reservation system. Coordinated marketing included.</p> <p>Unique Domain - CC processing 2.9% + \$0.30/transaction</p> <p>**Support available Monday – Friday 8a – 5p CST</p>	<p style="text-align: center;"><u>One Time Initial Setup Fee:</u> \$150</p> <p style="text-align: center;"><u>Annual Fee:</u> \$500 / year</p> <p style="text-align: center;"><u>ADDITIONAL</u></p> <p>\$5 flat fee / reservation +cc processing fees</p>

* All features not included in the core platform will require the use of plugins. Mysamaris will recommend the best practice plugin or 3rd party platform for each deliverable implemented as part of this Scope of Work. As part of the server/site maintenance plan (if contracted), Mysamaris may change, upgrade or edit the plugins used to accomplish site functionality as better technology becomes available. Or as Glasgow MO Park Board needs changes. All plugins must be mutually agreed upon by Mysamaris and Glasgow MO Park Board. If a plugin is added Glasgow MO Park Board without approval, Mysamaris reserves the right to not support that plugin or affected functionality.



This Professional Services Agreement (“Agreement”), dated January 23, 2023 (the “Effective Date”), is by and between Mysamaris, Inc., a Missouri corporation (“Mysamaris”), and Glasgow MO Park Board, a Missouri corporation (“Client”).

Mysamaris shall provide services consisting of the Professional Services Package to the Client on an beginning on January 23, 2023. During the duration of this Agreement, reports will be provided to the Client on a monthly basis detailing project status pursuant to this Agreement.

The Client may request additional services as special projects. Special projects in no way affect the total services available through this Agreement and constitute separate agreements for specific task sequences. Individual estimates of requested additional work detailing additional hours required will be provided on an as needed basis and subject to approval by both parties. Any additional work beyond the scope of this Agreement will not begin until written approval is emailed or faxed by the Client.

This Agreement will continue for 3 years starting February 1, 2023, or until either party terminates the Agreement pursuant to the terms of this Agreement (the “Expiration Date”).

Mysamaris, Inc. shall provide services to the Client as described in section 1 of this Agreement.

Rates for the Professional Services Package are based on normal business hours Hourly Rates, billed from Monday – Friday, 8:00 AM to 5:00 PM, eastern standard time. Emergency resources requiring a 24-hour response outside of normal business hours will be billed at one and a half times (1.5x), the Hourly Rate.

Upon request, Client will be provided status updates while work is in progress. Mysamaris will report to Client if the actual number of hours to finish agreed upon work will exceed the original estimate and will obtain approval for additional fees. Additional work will be charged at the appropriate rate detailed above. Client will not be responsible for any fees for overages unless written approved is emailed or faxed by Client.

Client will be billed \$650 (\$150 one-time and \$500 annual fee) upon execution of this agreement and then annually the same hosting and maintenance fee (\$500) will be billed. An on-going \$5 flat fee / reservation will be removed from incoming reservation revenue for a commitment of 3 years. Initial payment is due thirty (30) days upon receipt of invoice.

Payment shall be required net-30 prior to further work commencing. All payments must be made via online Bank Transfer or sent via Federal Express with a tracking number provided to Mysamaris



at the time of mailing. Exceptions to this policy must be approved, including the terms of the exception, by Mysamaris' President in writing.

Any invoice that is not paid within 30 days will be considered delinquent. Failure by Client to make payment within thirty (30) days shall result in Client paying a late charge of an additional 3% percent per day of that amount for each day the payment is late.

Any expenses greater than \$50 arising as a result of the Professional Services Package shall be approved in writing by the Client before incurred. The Client shall reimburse Mysamaris for out-of-pocket actual expenses related to the provision of services under this Agreement. Expenses shall be delivered as a separate invoice to the Client upon payment by Mysamaris. Expenses shall include any travel expenses associated with the provision of services under this Agreement.

It is anticipated that in some circumstances, Mysamaris may be required to use or share Mysamaris proprietary materials or documents with the Client. In the event that Mysamaris uses or shares with the Client such proprietary materials or documents, Mysamaris shall note confidentiality on the materials or documents or inform the Client of such proprietary nature in writing or by email, and the Client shall be required to keep confidential all such proprietary materials and documents and to use such proprietary materials and documents only in conjunction with activities approved by Mysamaris. This obligation supersedes any conflicting provisions of this Agreement. Mysamaris warrants that the products and services provided under this Agreement shall not infringe upon any third party's intellectual property rights, including (but not limited to) any United States patent, copyright, or trade secret.

All work products produced under this Agreement are the property of the Client. Client agrees to the reproduction of their website and samples of work done by Mysamaris on, including, but not limited to, the home website of Mysamaris. By executing this Agreement:

- Client grants Mysamaris the unrestricted right and permission to use, reuse, publish and republish samples of the work done by Mysamaris, including, but not limited to publishing links to the Client's website available to users of the Mysamaris' home website.
- Client understands that the Internet is not absolutely and 100% secure at all times. Client will not hold Mysamaris responsible for actions taken by a third party not associated with Mysamaris who might view Client's publicly available information by connecting to Client's website through a link provided by Mysamaris to the public on Mysamaris' website.
- Client acknowledges examples of places where publication of work done may include, but are not limited to: the Mysamaris web page, reports created by Mysamaris for prospective clients, and presentations created by Mysamaris for use in seminars, lectures, classes, etc.



Confidential Information does not include information that: (a) was lawfully in the receiving Party's possession before receipt from the disclosing Party, as established by competent evidence; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the receiving Party; (c) is received by the receiving Party from a third party free to make such disclosure without, to the best of the receiving Party's knowledge, breach of any legal or contractual obligation; (d) is independently developed by the receiving Party without use of the Confidential Information, as demonstrated by competent evidence; or (e) is disclosed by receiving Party with the disclosing Party's prior written approval. If the receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, it shall, unless prohibited by applicable law, provide prompt written notice to the disclosing Party to allow the disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and the receiving Party shall reasonably assist the disclosing Party in such efforts. If disclosure is nonetheless required, the receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

In the event the receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the disclosing Party; take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication; and take any and all necessary steps to prevent any further breach of this Agreement. The receiving Party agrees and acknowledges that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the disclosing Party for which there may be no adequate remedy at law. In such event the disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

This Agreement constitutes the entire Agreement between the Client and Mysamaris relating to the subject matter hereof and no representations, promises, understandings, or agreements, oral or otherwise not contained herein shall be of any force or effect. No modification or waiver of any provision of the Agreement shall be valid unless in writing and signed by both the parties. No waiver of any provision of the Agreement shall at any time be deemed a waiver of any other provision or subsequent breach hereof. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.



Mysamaris, Inc. and the Mysamaris, Inc. logo are trademarks, registered trademarks, or service marks of Mysamaris, Inc. All other names are trademarks, registered trademarks, or service marks of their respective owners.

Mysamaris, Inc.

Glasgow MO Park Board (Client)

By: Kimberly Reckner

By: _____

Date: January 23, 2023

Date: _____

Name: Kimberly Reckner

Name: _____

Title: CEO & President

Title: _____

Address: 1000 Randolph St.

Address: _____

Glasgow, MO 65254
