

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Visitors & Convention Bureau Website Development Agreement entered into on April 3, 2018, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Tempest Interactive Media, LLC**, whose address is 30 S 15th St, Suite 800, Philadelphia, PA 19102; possessing FEIN 27-2717222, (hereinafter referred to as "supplier") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of supplier, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and supplier (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 18P-021, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is to make revisions to the scope of services under the Agreement, effective upon Board approval and ending September 30, 2023 (the "Term"). The revisions, fully described in Exhibit A herein, include scope work to add AA Compliance to the existing A Compliance, currently provided under the agreement.
3. This Amendment adds the following provisions to the Agreement:
 - **Governing Law, Law, Venue, Waiver of Jury Trial, and Attorney's Fees:** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.
5. **Notices.** Except as otherwise provided in the Agreement or herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. Alternatively, parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If supplier agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, supplier may designate up to two (2) e-mail addresses: derek.mogar@tempest.im, and [_____](#). Designation of up to two (2) e-mail addresses as well as supplier's acceptance marked below signify supplier's election to accept notices solely by e-mail. If handwriting its e-mail address supplier assumes the risk the e-mail address is legible. OWNER need only make its best guess at illegible handwritten e-mail address. The election to accept notices solely by e-mail is not binding unless BOTH of the following are found: (A) at least one (1) e-mail address is provided and (B) supplier's acceptance below is evident.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

[Signature] 04-16-19
DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

[Signature] 04-16-19
MICHELLE STONE DATE
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature] 4-24-19
for MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED:

18P-021-CA-01, Visiors & Convention Bureau
Website Development

WITNESS:

[Signature]
SIGNATURE
ANDREW KURLANDER
PRINTED NAME

TEMPEST INTERACTIVE MEDIA, LLC

[Signature] 4-16-19
BY: Matt Kurke DATE
PRINTED: CFO
ITS: (TITLE)

WITNESS:

[Signature]
SIGNATURE
MICHAEL J. THURSTON
PRINTED NAME

EMAIL NOTICES ACCEPT DECLINE

By initialing an option above, agent elects to accept or decline all notices by Owner solely via email.

EXHIBIT A

STATEMENT OF WORK

AA ADA COMPLIANCE UPDATES

Ocala/Marion VCB

Agency Representative

Jenny Rose

Director of Client Services

NOTICE OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all information disclosed under this agreement, including, without limitation:

1. Any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information relating to product plans, business plans, marketing & advertising strategies, finance, general operations and methodologies, customer relationships, vendor relationships, customer profiles, sales estimates, customers and clients of any of the foregoing;
2. All confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, know-how, trade secrets, whether or not patentable or copyrightable.

Statement of Work

AT TEMPEST, OUR GOAL IS TO FOSTER TRUE PARTNERSHIPS WITH ORGANIZATIONS LOOKING TO
PUSH THE BOUNDARIES OF INTERACTIVE MARKETING TO PROMOTE THEIR BRANDS ONLINE.



Per requested enhancements outside our existing statement of work and contract with the Ocala Marion VCB, Tempest will make the following adjustments to the new website at <https://ocalamarion.com> within 6 months following the launch of the new website to update available assets and features of the website to meet WCAG 2.1 AA Guidelines:

- Re-designing or removing site elements and content not compliant with AA ADA
- Color adjustments to meet current AA guidelines for recommended contrast levels
- Keyboard commands and tabbing for eligible content features
- Site Search (note this will result in a loss of some existing user interface)
- Hero Slideshow images (only one "hero slideshow may be used on a page as result of the update) as well as other images used on the site
- Page Content Semantic Markup
- Removing or hiding Map Listings from the website
- Restructuring data on business and event detail pages
- Hiding or removing other 3rd party features that are not AA ADA compliant

Tempest will also provide best practice guidelines helping the Ocala Marion VCB team upload compliant content to the website, including:

- Reconstruct hyperlinks that are clear and accurately describe the page
- Reconstruct tables that are not compliant
- Add accessibility tags to PDFs and pictures (this is dependent on how PDFs are built. Alt tags can be added to pictures in the CMS)
- Review document structure in PDFs to ensure effective screen reading by screen readers (this is dependent on how the PDFs are built prior to being uploaded to the site)
- Generate bookmarks in PDFs to link readers to a specific section of a document (also dependent on how the PDFs are built prior to being uploaded to the site)

Ongoing Website Monitoring

On an annual basis, the Tempest team will review the <https://ocalamarion.com> website to identify any potential new issues resulting from content uploads or other changes to the website that may interfere with AA compliance.

Tempest will provide a report outlining findings of our annual review, and recommended areas to target for improvement. Any development needs arising from this report will be scoped separately and discussed with the Ocala Marion VCB team.



Pricing

Line Item	Cost
AA ADA Compliance Updates	\$20,000.00
Annual Compliance Monitoring Report (ongoing)	\$3,000.00

Fee Schedule

The fee to begin work is \$10,000.00 . Client will be billed the remaining \$10,000.00 upon completion of work, and will also be billed \$3,000.00 annually for compliance monitoring.

COPY

