

1st Reading:
2nd Reading:

SPONSOR: HUELS

ORDINANCE NO. ____

BILL NO. 22-59

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE CONTRACT WITH E-WEBSITE, INC. D/B/A CAPTUREPOINT FOR COMMUNITY PASS SOFTWARE FOR THE PARKS AND RECREATION DEPARTMENT TO EXTEND THE TERM FOR SIX (6) MONTHS.

WHEREAS, pursuant to Ordinance No. 3670, the City entered into a contract with E-Website, Inc. d/b/a CapturePoint (“CapturePoint”) to provide Community Pass Management Software (the “Contract”); and

WHEREAS, the Contract is set to expire on July 31, 2022; and

WHEREAS, via Ordinance 4239, the City approved entering into a contract for new parks and recreation software as explained in Ordinance 4239, but such software will not be ready to “go-live” until October or November 2022; and

WHEREAS, Staff inquired as to an amendment to the Contract to extend the term and CapturePoint was only able to offer a six (6) month term until the end of January 2023 at a cost of \$7,350.00 (half of the full year rate); and

WHEREAS, at the July 14 Committee Meeting, the Board of Aldermen discussed the need to continue to have software to support the City’s programs and agreed with Staff’s recommendation to amend the Contract to extend the term for six (6) months; and

WHEREAS, the Board of Aldermen finds it in the best interest and desires to amend the Contract to extend the term for six (6) months.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a First Amendment to the Contract with CapturePoint in substantially the form of Exhibit 1 attached hereto and incorporated herein by reference to extend the term for six (6) months at a cost not to exceed \$7,350.00.

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

PASSED this 28th day of July, 2022.

JOE MAURATH, MAYOR

APPROVED this 28th day of July, 2022.

JOE MAURATH, MAYOR

ATTEST:

Amy Starck, Deputy City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Abstain:

Absent:

ORD. NO. ____

EXHIBIT 1

**FIRST AMENDMENT TO THE CITY OF FENTON, MISSOURI
PURCHASE/INSTALLATION/MAINTENANCE CONTRACT**

THIS FIRST AMENDMENT TO THE PURCHASE/INSTALLATION/MAINTENANCE AGREEMENT for Community Pass Management Software is between the **City of Fenton**, a Missouri municipal corporation, hereinafter referred to as “City”, and E-Websity, Inc. d/b/a CapturePoint hereinafter referred to as “CONSULTANT”.

WHEREAS, pursuant to Ordinance No. 3670, the City entered into a contract with Consultant to provide Community Pass Management Software (the “Purchase Contract”); and

WHEREAS, the Purchase Contract is set to expire on July 31, 2022; and

WHEREAS, both parties desire to amend the Contract to extend the term for six (6) months.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Purchase Contract is hereby amended to repeal the table within Section 1, Recreation Management Software, and replace in lieu thereof the following table:

Fees	
Item	Subscription (Annual)
- CommunityPass (terms: 8/1/2022-1/31/2023)	\$ 2,975.00
- Membership Manager (terms: 8/1/2022-1/31/2023)	1,250.00
- Gate Check (terms: 8/1/2022-1/31/2023)	937.50
- Reservation Manager Basic (terms: 8/1/2022-1/31/2023)	1,250.00
- POS (terms: 8/1/2022-1/31/2023)	625.00
- League Manager (terms: 8/1/2022-1/31/2023)	312.50
Total	\$7,350.00

All other provisions of Section 1 of the Purchase Contract shall remain in full force and effect.

2. Section IV, Term, of the Purchase Contract is hereby amended to repeal Section IV in its entirety and replace in lieu thereof the following:

IV. Term

The current term of the Purchase Contract shall expire on July 31, 2022. Thereafter, the Purchase Contract shall automatically renew on August 1, 2022 for a six-month term to expire on January 31, 2023. The Purchase Contract shall not further renew and shall be of no force and effect after January 31, 2023.

3. The parties hereby reaffirm that all other provisions of the Purchase Contract not specifically amended herein shall remain in full force and effect and shall be deemed incorporated herein and binding on the parties.

4. The Purchase Contract together with this First Amendment represents the entire agreement among the

parties and Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this First Amendment.

IN WITNESS WHEREOF, the parties hereto execute this First Amendment the day and year first above written.

CITY OF FENTON

By: _____
JOE MAURATH, MAYOR

Date: _____

ATTEST:

CITY CLERK

E-WEBSITE, INC. D/B/A CAPTUREPOINT

Signature: _____

By: _____

Title: _____

Date: _____