

1st Reading:
2nd Reading:

SPONSOR:

ORDINANCE NO. _____

BILL NO. 22-48

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE CONTRACT WITH GATEWAY REGION YOUNG MEN CHRISTIAN ASSOCIATION FOR LIFEGUARD AND RELATED AQUATIC SERVICES TO PROVIDE AN EARLIER TERMINATION DATE AND AUTHORIZE ADDITIONAL STAFF TO OPERATE RIVERCHASE.

WHEREAS, pursuant to Ordinance No. 4184, the City entered into a one (1) year contract with Gateway Region Young Men Christian Association (“YMCA”) to provide lifeguard and related aquatic services to operate the City’s swimming pools (the “Contract”); and

WHEREAS, in April 2022, pursuant to Ordinance No. 4210, the City entered into an agreement for the management and operation of the RiverChase by the YMCA for a five-year period beginning on July 1, 2022; and

WHEREAS, because the management and operation responsibilities of the YMCA will include the provision of lifeguards and related aquatic services, both parties desire to terminate the Contract after June 30, 2022; and

WHEREAS, the City is continuing to operate and manage the RiverChase facility until July 1, 2022; and

WHEREAS, the City is short on staff to keep RiverChase operational, but due to the pending transfer of management and operating responsibilities to the YMCA, the City is unable to hire additional staff; and

WHEREAS, the YMCA is willing to provide the City additional contractual staff on an as-needed basis as approved by the City; and

WHEREAS, the Board of Aldermen finds it in the best interest to amend the Contract with the YMCA to terminate the same after June 30, 2022 and authorize until July 1, 2022 for the YMCA to provide the City staff so that the City may continue to operate the RiverChase facility.

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

ORD. NO. _____

ORD. NO. ____

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a First Amendment to the Contract with YMCA in substantially the form of Exhibit 1 attached hereto and incorporated herein by reference.

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

PASSED this 9th day of June, 2022.

JOE MAURATH, MAYOR

APPROVED this 9th day of June, 2022.

JOE MAURATH, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Abstain:

Absent:

ORD. NO. ____

EXHIBIT 1

FIRST AMENDMENT TO THE CITY OF FENTON, MISSOURI CONSULTANT/SERVICES CONTRACT

THIS FIRST AMENDMENT TO THE CONSULTANT/SERVICES AGREEMENT for management of City swimming pools and related aquatic services between the **City of Fenton**, a Missouri municipal corporation, hereinafter referred to as "City", and **Gateway Region Young Men Christian Association** with principal office at 2815 Scott Ave., Building D, St. Louis, MO 63103, hereinafter referred to as "CONSULTANT", shall be effective on June 10, 2022.

WHEREAS, the City and Consultant entered into a one (1) year contract for consultant to provide lifeguard and related aquatic services to operate the City's swimming pools (the "Contract"); and

WHEREAS, in April 2022, pursuant to Ordinance No. 4210, the City entered into an agreement for the management and operation of the RiverChase facility by Consultant for a five-year period beginning on July 1, 2022; and

WHEREAS, because the management and operation responsibilities will include the provision of lifeguards and related aquatic services, both parties desire to terminate the Contract after June 30, 2022; and

WHEREAS, Consultant is willing to provide the City additional contractual staff on an as-needed basis as approved by the City; and

WHEREAS, both parties desire to amend the Contract to terminate the same after June 30, 2022 and authorize until July 1, 2022 for the Consultant to provide the City staff necessary for the operation of RiverChase.

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. Section IV., Contract Schedule, is hereby amended to repeal Section IV. in its entirety and have in lieu thereof the following language:

IV. Contract Schedule

The term of this Agreement shall fully expire and be of no force and effect at 11:59 PM on June 30, 2022.

2. Section 1, Scope of Services, is hereby amended to repeal Section 1. in its entirety and have in lieu thereof the following language

I. SCOPE OF SERVICES

Consultant services are necessary for the following Project of the City: **Management of City Swimming Pools and Aquatic Services and as-needed staff to operate the City RiverChase Facility.**

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described as: management services for the City's aquatic facilities, provision of lifeguards and staffing for the City's swimming pools, and operation of the City's swimming pools as more fully set forth in Exhibit A, attached

hereto and incorporated herein.

In addition, Consultant shall provide as needed staff necessary to operate the RiverChase Facility. The City Administrator shall be responsible for approving the positions that Consultant shall provide on an as-needed basis for custodian, front-desk, and other staff necessary to keep the facility operating as determined by the City Administrator. Consultant shall maintain workers compensation for such staff and continue to operate as an independent contractor. Notwithstanding the provisions in Section III hereof, City shall pay the Consultant for all staff approved by the City Administrator to work on a contractual basis at Consultant's actual cost for the provision of such services within fifteen (15) days of receipt of an invoice showing the staff provided, the date and hours of each such staff member that worked at RiverChase, and documentation showing the cost of the same to Consultant.

Consultant shall provide the services to the highest standard of the industry. The above services (hereinafter referred to as the Work) shall be provided by the Consultant in accordance with all the provisions of this Contract and attached **City of Fenton General Conditions** for the Work that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment or exhibit.

3. The parties hereby reaffirm that all other provisions of the 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 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

GATEWAY REGION YOUNG MEN CHRISTIAN ASSOCIATION

Signature: _____

By: _____

Title: _____

Date: _____