

1st Reading:  
2nd Reading:

**SPONSOR:**

**ORDINANCE NO. \_\_\_\_**

**BILL NO. 22-64**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE CONTRACT WITH CIVICPLUS LLC FOR CIVICREC SOFTWARE.**

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

**WHEREAS**, Staff requested an amendment to the Agreement to amend the compensation terms to change the due date for the second half of the Total Investment Year 1 Fees until the earlier of six (6) months after the full execution of the Agreement or completion of the installation; and

**WHEREAS**, the Board of Aldermen finds it in the best interest to enter into a First Amendment to the Agreement to reflect the same.

**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 Agreement with CivicPlus to change the compensation terms 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 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
JOE MAURATH, MAYOR

APPROVED this 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
JOE MAURATH, MAYOR

**ORD. NO. \_\_\_\_**

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ATTEST:

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Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

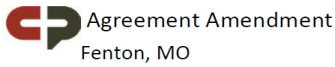
Nays:

Abstain:

Absent:

**ORD. NO. \_\_\_\_**

**EXHIBIT 1**



THIS AGREEMENT AMENDMENT (this "Amendment") is agreed to by and between CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") and Fenton, Missouri ("Client") (jointly, "Parties") and shall be effective as of the date of signing indicated at the end of this Amendment.

**RECITALS**

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling proprietary community engagement platforms in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for CivicRec and hosting services as set forth in the original Statement of Work between the Parties, signed on June 23, 2022 (the "Agreement");

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this Amendment.

NOW, THEREFORE, Client and CivicPlus agree as follows:

**Scope of Services**

1. Section 3 of the Agreement is hereby deleted and replaced as follows:
  3. The Total Investment – Year 1 will be invoiced as follows:
    - a. Upon signing of this SOW, fifty (50%) of the Total investment Year 1 Fees; and
    - b. The earlier of 6 months from signing or completion of CivicReImplementation (completion of training), the remaining fifty percent (50%) of the Total Investment year 1 Fees.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this Amendment as it modifies and amends the Agreement, understand and authorize the terms outlined in this Amendment.

**Client**

**CivicPlus**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_