City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MPW

FROM: Jack Wardell, Director of Parks and Recreation JW

DATE: June 9, 2021

SUBJECT: Software as a Service & Professional Services Agreement One Year Extension

- Professional Services Agreement
- Resolution

FY 22: $24,000.00

Five years ago, the decision was made to switch Recreation Programming to a new organization. The contract with Perfect Mind will expire July 1, 2021. The program has not gone exactly how we anticipated but great strides have been made the last two years. There are some reports staff is hoping to be able to get through Prefect Mind and once they are provided it would be our recommendation to the City Council to enter into a 4 or 5-year agreement with Perfect Mind. Some of the features we are currently receiving from Perfect Mind are:

- online registration for users
- a "1-stop-shop" for staff to look up everything (facility use, memberships, programs)
- communication/marketing to our users
- members can print off receipts and history of payments
- continue options of auto-deduct membership accounts
- CRO staff is able to "see" more information than before to assist callers, so not everything has to go through the office

Services staff would like to see in the next year:

- time-saving for staff (no longer excel sheets, error reduction)
- online facility viewing options (shelters, fields, rooms, etc.)
- be able to tie into door lock program city uses for the 24-hour fitness room

RECOMMENDATION: For Mayor and City Council consider and the approval of the one-year extension with Perfect Mind for the for the cost of $25,704.00.

RESOLUTION _____

RESOLUTION ACCPETING THE SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT FOR THE CARROLL RECREATION CENTER - 2021

WHEREAS, a Software as a Service & Professional Services Agreement has been prepared with Perfect Mind Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Software as a Service & Professional Services Agreement prepared with Perfect Mind Inc. – 2021 is accepted and approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 14th day June 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CONTRACT EXTENSION AGREEMENT

Dated the 18 day of May, 2021

B E T W E E N :

PERFECTMIND INC.
("PerfectMind")

– and –

CITY OF CARROLL
(the "Customer")

WHEREAS:

A. The Customer and PerfectMind entered into an agreement dated June 24, 2016 (the "Original Agreement") for the provision of PerfectMind Software as a Service;

B. The parties hereby agree to extend the term of the Original Agreement in accordance with the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Extension Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1. Definitions

1.1. Any capitalized term not expressly defined in this Extension Agreement shall have the meaning ascribed to it in the Original Agreement.

2. Extension

The Original Agreement will expire on July 1, 2021 ("Original Term"). Except to the extent otherwise provided in this Extension Agreement, the Original Agreement will be extended on the same terms and conditions for an additional one (1) year period (such period, the "Extended Term" and together with the Original Term, the "Term"), which will begin immediately on the expiry of the Original Term. At the expiration of the Extended Term, the Term will be automatically renewed for successive one year periods (each, an "Additional Term") unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

3. Fees

The Platform use fee during the Extended Term will be as set out in the payment schedule attached hereto in Exhibit A, payable by Customer in advance at the beginning of each 12 month period. The Platform use fee payable by Customer during any Additional Term will be the same as the fees for the last year during the prior term unless PerfectMind has given

Customer written notice of a pricing change at least 90 days before the end of such prior term, in which case the new fee will be effective upon renewal and thereafter.

4. Conflict

The provision of this Extension Agreement shall form part of the Original Agreement. Except to the extent otherwise amended in this Extension Agreement, all other terms and conditions of the Original Agreement shall remain the same, provided that in the event of a conflict between the provisions of this Extension Agreement and those of the balance of the Original Agreement, the terms and provisions of this Extension Agreement shall supersede those provisions of the balance of the Original Agreement with which they conflict.

TO WITNESS THEIR AGREEMENT, the parties have duly executed this Extension Agreement as of the date first above written.

PERFECTMIND INC.		**CITY OF CARROLL**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____

EXHIBIT A

Extended Term

Year Six (July 2, 2021 to July 1, 2022): $25,704