



TO: **Community Services & Safety**

FROM: **Pete Mayer, Parks & Recreation Director**

BY: **John H Dunn III, Recreation Superintendent**

CC: **Mayor Ekberg**

DATE: **June 10, 2024**

SUBJECT: **Contract Amendment with Xplor Recreation**

ISSUE

Seeking approval for the mayor to sign the contract amendment for PerfectMind (Xplor Recreation) mobile application software to be added to existing program registration software for the Parks & Recreation Department.

BACKGROUND

The council approved the original 5-year contract (16-184) on 12/12/16 and the extension for another 5 years on 10/18/21. This contract and extension were for the department registration software that is used for recreation programs, rental reservations, membership sales & check in, and point of sale through a cloud-based system. The current contract will expire on 12/30/26.

DISCUSSION

The department staff are looking to expand the customer service experience by adding a mobile app to the software system. This mobile app will provide an intuitive and responsive interface between the client and our system. It will also provide easier management for the client to access their information, schedule and easy registrations via the app. Fitness tracking will also be made easier as clients will no longer have to carry a membership card in their wallet. The app will include membership bar codes on the phone to scan when checking in.

FINANCIAL IMPACT

This amendment will be in effect for the remainder of FY24, as well as FY25 and FY26, through when the current contract (16-184) ends on December 31, 2026. The annual fee for the mobile app service is \$8,000 which will be prorated based on the launch date of the app. Furthermore, Section 2.3.1.4 allows PerfectMind to: "Increase the App Fee annually by 5% or CPI, whichever is greater". Assuming an app launch of 7/1/24 and 5% App Fee raises each year on January 1st, the new general fund outflows generated by signing of this amendment are:

FY24	FY25	FY26	Total
\$4,000	\$8,400	\$8,820	\$21,220

In sum, total financial impact against the General Fund for signing this amendment is estimated at \$21,220 through the end of Contract 16-184.

RECOMMENDATION

The Council is being asked to authorize the mayor to sign the contract amendment and consider this item for consent agenda at the June 17, 2024, Regular Meeting.

ATTACHMENTS

- Amendment to Agreement
- Current Contract Agreement 16-184(a)
- Mobile App Overview

**AMENDMENT TO
AGREEMENT FOR PARKS AND RECREATION
MANAGEMENT SOFTWARE SYSTEM**

This Amendment I to Platform as a Service & Professional Services Agreement ("**Amendment 1**") is dated **April 2, 2024** (the "**Amendment Effective Date**") by and between the City of Tukwila (the "Local Government") and PerfectMIND Inc. ("**PerfectMind**"). The Local Government and PerfectMind are also singularly referenced herein as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Local Government and PerfectMind entered into a Platform as a Service & Professional Services Agreement dated December 26, 2016 (the "**Agreement**") relating to the Local Government's use of PerfectMind's software as a service platform (the "**Platform**").
- B. PerfectMind has developed a white-labelled mobile app which allows the Local Government's customers/end users to interact with the Platform to book classes, manage their profile and perform similar tasks ("**App**").
- C. The Local Government wishes to use App and PerfectMind wishes to make App available for use by the Local Government.
- D. The Local Government and PerfectMind now desire to amend the terms of the Agreement, as set forth in this Amendment 1, to provide for the foregoing.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained in this Amendment I and other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

1. Definitions

Any capitalized term not expressly defined in this Amendment 1 shall have the meaning ascribed to it in the Agreement.

2. Amendments

- 2.1 PerfectMind will make the App available for use by the Local Government. The Parties acknowledge and agree that App will be provided to the Local Government as a New Features and Functions, to which a separate fee and separate terms will be applicable.
- 2.2 The definition of "Parks and Recreation Management Software" (PRMS) in the Agreement shall be amended to include reference to the App. The definition shall therefore be amended to read as follows: "*Parks and Recreation Management Software*" (PRMS) shall mean the software or technology platform, including any mobile application, provided by the Contractor as a service for the Local Government's use under this Agreement, as set out in the Schedules herein and, in respect of any mobile application, additionally as set out in the End User License Agreement in respect of that mobile application as notified by Contractor to Local Government from time to time."

- 2.3 "1.1 App Fee: The Local Government agrees to pay a setup fee of \$2,000 (the "App Fee") to PerfectMind for access to the App. However, if this agreement is signed before June 30th, 2024, PerfectMind will waive the App Fee.
- 1.2 Annual Fee: The annual fee payable by the Local Government for access to the App will be \$8,000 per annum. This fee will be prorated based on the date the Local Government gains access to the App.
- 1.3 Adjustment of App Fee: The App Fee will be due on the Amendment Effective Date and on every anniversary of the Amendment Effective Date thereafter. The final App Fee due on the last Amendment Effective Date anniversary before the end of the Term will be adjusted pro rata for the proportion of the year between such Amendment Effective Date anniversary and the final day of the Term.
- 1.4 Fee Increase: PerfectMind reserves the right to increase the App Fee annually by 5% or CPI, whichever is greater. During any extension term, the App Fee will be due and payable at the same time as the fees per section 7 of the Agreement.
- 1.5 Suspension or Termination: Notwithstanding any provision in the Agreement to the contrary, PerfectMind reserves the right to suspend or terminate access to the App in the event of any nonpayment of App Fees when due."

3. Miscellaneous

- 3.1 **Conflict.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Amendment 1 shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment 1, the terms and conditions of this Amendment 1 shall prevail.
- 3.2 **Severability.** If any one or more of the provisions of this Amendment 1 are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Amendment 1, and this Amendment 1 shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Amendment 1 are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Amendment 1 will be enforced and construed as if no caption had been used. This Amendment 1 will be assigned automatically and only upon the assignment of the Agreement according to its terms.
- 3.3 **Entire Agreement.** The Agreement, this Amendment 1 constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Amendment 1 may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of the Local Government, either before or after the execution of the Agreement or this Amendment 1, shall affect, alter or modify the obligations hereunder.
- 3.4 **Counterparts and Electronic Transmission.** This Amendment 1 may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may deliver executed copies of this Amendment 1 by means of electronic transmission and such copies will have the same effect as an originally executed document

TO WITNESS THEM AGREEMENT, the Parties have duly executed this Amendment 1 effective as of the date first above written.

PerfectMind Inc

City of Tukwila

By: _____

By: _____

Name: _____

Name: _____

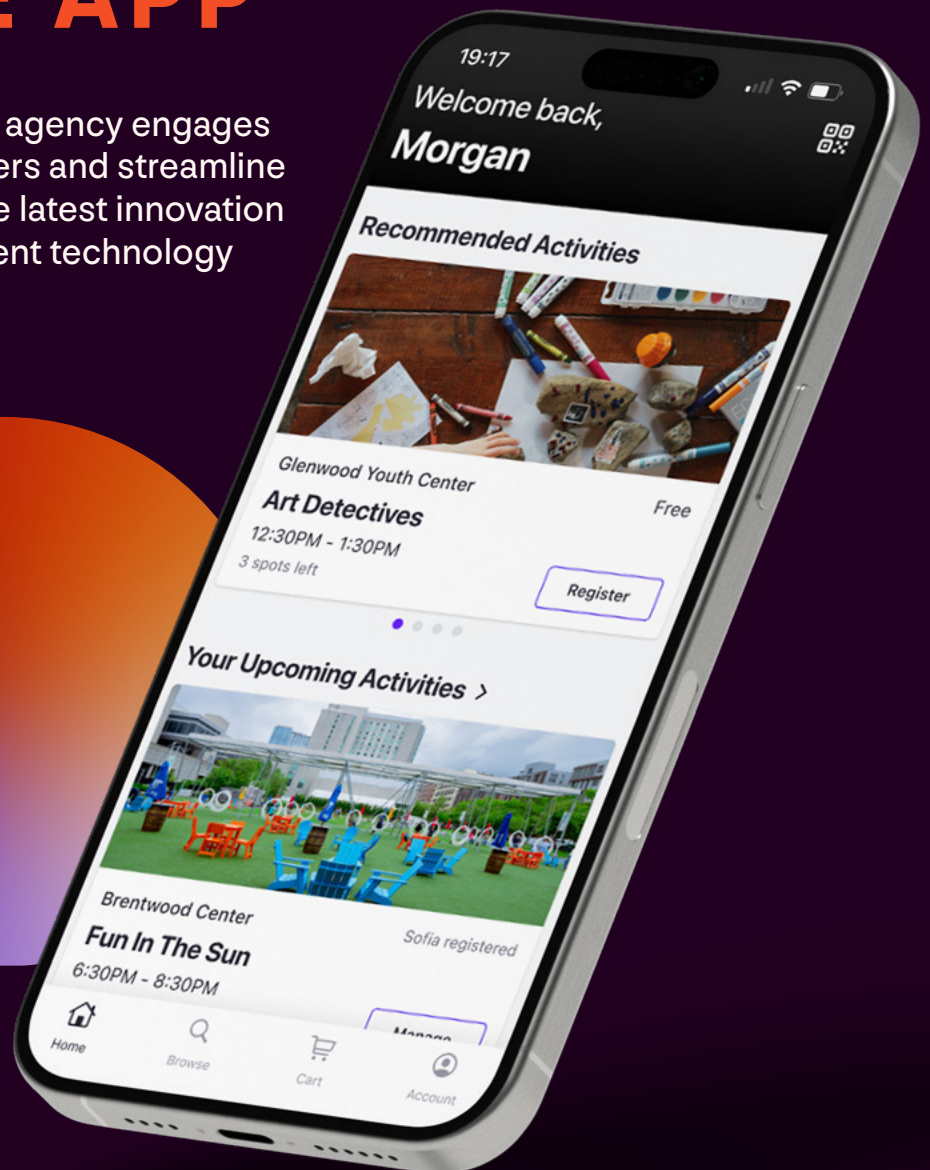
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THE XPLOR RECREATION MOBILE APP

Revolutionize how your agency engages your community members and streamline your operations with the latest innovation in recreation management technology



WHAT IS IT?

The Xplor Recreation Mobile App is your agency's gateway to intuitive, efficient recreation management technology that's tailored to meet the evolving expectations of your community members.

Natively built on iOS and Android, your custom-branded Mobile App will empower your community members to effortlessly self-serve all their parks and recreation needs.

The Xplor Recreation Mobile App seamlessly integrates into the Xplor Recreation platform with no additional workflows required to support programming or account management from your custom app.

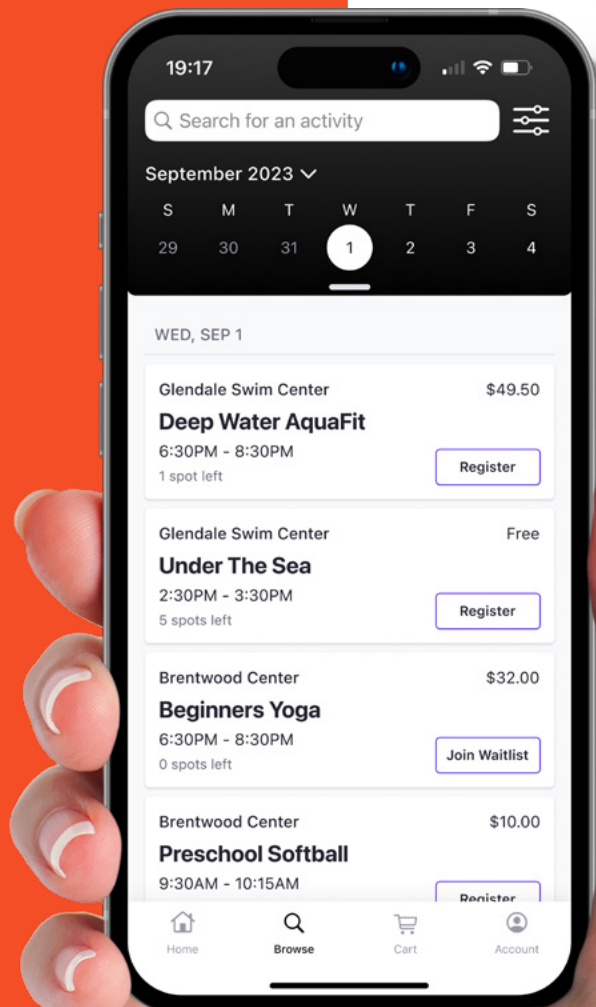
WHY DID WE BUILD IT?

Our purpose is to help agencies enhance client engagement and make life easier for their staff through innovative and user-friendly software solutions.

In a digital era where over 70% of Americans shop online, and 42% of millennials make most of their purchases from their phones, we recognize the changing expectations of your community members.

We aim to support you in exceeding your community's expectations by continuously evolving our technology. While Xplor Recreation's online registration functionality already provides a seamless, easy-to-use, mobile-responsive experience, we've identified a critical gap in the parks and rec technology market.

Recognizing the need for a truly-native mobile app solution, we're proud to be the pioneers in bridging this gap - offering a cutting-edge native iOS and Android mobile app experience to parks and rec agencies. This leap forward presents undeniable benefits to agencies and a significant advancement in parks and rec tech.



HOW IS IT DIFFERENT?

You might be thinking, “Don’t other recreation management solutions already offer mobile apps?”
The answer: Sort of.

There are two key differences between the Xplor Recreation App and other options in the market:

1. Your agency’s version of the Xplor Recreation Mobile App is **custom-branded** and **exclusive to your offerings alone**, unlike some of the other options offered by recreation management platforms which offer an app that is shared by 100s of agencies in one app - kind of like what Uber Eats does for restaurants.
2. The Xplor Recreation Mobile App is **natively built, end-to-end for iOS and Android devices** meaning your community members can manage everything from account updates, to registration, and payment without ever leaving the app. Other Mobile Recreation Apps are usually hybrid apps - meaning a portion of the experience is directly within an app and the remainder managed through a web app.

NATIVE APP ADVANTAGES



- Provide users with the best performance - faster speeds, heightened responsiveness, and improved accessibility
- Peace-of-mind with better security - Native apps are more secure because they are required to comply with iOS and Android standards to be approved in the App Stores
- Direct integration of phone features - native apps integrate with features like push notifications, dark mode, text sizes adjustment, camera and mic access, and GPS
- Seamless user experience - From browsing, to booking, and payment everything unfolds within the app, ensuring a consistent end-to-end experience

BENEFITS TO YOUR COMMUNITY MEMBERS

The Xplor Recreation Mobile App empowers your clients to take control of their recreation needs conveniently, at any time and from anywhere.

YOUR CUSTOM-BRANDED MOBILE APP LETS CLIENTS:

- Effortlessly, browse, register, and pay for programs through an intuitive, user-friendly interface from their mobile devices
- Engage with your offerings regardless of their abilities with a mobile app that adheres to DEI Accessibility standards
- Easily find activities with AI-Powered smart search via text or voice inputs
- Receive AI-Generated activity recommendations based on their interests
- Get timely updates from your staff through real-time and automated push notifications
- Check into your facilities by scanning their devices - no more wasteful membership cards!



BENEFITS TO YOUR AGENCY

Streamline your parks and rec operations, allowing your staff more time to focus on delighting your community members. Enable your clients to self-serve their family's recreation needs with ease and check into your facilities.

WITH XPLOR RECREATION'S MOBILE APP, YOUR STAFF CAN:

- Effortlessly create and manage programs from the Xplor Recreation platform that will show on your online registration portal and mobile app
- Reduce in-person and over-the-phone program and facility inquiries by offering another method of intuitive, easy-to-use self-serve experience
- Enhance your clients' check-in experience and eliminate bottlenecks at your front desk
- Save time and reduce waste and costs by eliminating the need for membership cards
- Keep clients in-the-loop about important updates with automated and ad-hoc push notification
- Offer the modern, intuitive recreation management experience your clients expect and deserve



Frequently Asked Questions

Q: Will my agency have its own app or is it shared with other agencies?

A: Your agency will get its very own app, available on iOS and Android.

Q: Can I customize the branding of the mobile app?

A: Your mobile app will be custom-branded to match the exact look and feel of your agency's brand.

Q: Will we have to manage programs, activities, memberships etc. separately from the Xplor Recreation platform?

A: No. Everything you manage in your Xplor Recreation account will automatically update in your CRM, online experience, and mobile app. There is no additional work required to manage your app.

Q: How much does the mobile app cost?

A: The pricing of the mobile app depends on a variety of factors. Book a demo to get accurate pricing for your agency.



Want to learn more about the Xplor Recreation Mobile app?

Explore the countless ways our mobile app can empower your community members and streamline your staff's workload. Schedule a brief introductory demo today to get started!

BOOK A DEMO TODAY

 **xplor**
recreation