



**SECOND AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE
PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

THIS SECOND AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**, a for-profit corporation duly organized in the state of Wisconsin and authorized to do business in the state of Florida (EIN: 39-1720480) ("Company").

WHEREAS, on January 1, 2017, after a competitive procurement process, the County of Mecklenburg, North Carolina, entered into a Contract to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, Contract No.: 20177001134 (the "Mecklenburg County Agreement"); and

WHEREAS, on February 20, 2018, City and Company entered into a Cooperative Purchasing Agreement for the provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, (the "First Amendment") City of Ocala Contract No.: REC/17-069; and

WHEREAS, on September 9, 2022, City and Company entered into a First Amendment to the Cooperative Purchasing Agreement for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "First Amendment") to extend the Original Agreement for the first of two available two-year renewal periods, from January 1, 2022 through December 31, 2024; and

WHEREAS, City and Company now desire to extend the Original Agreement, as amended, for the second and final renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Company agree as follows:

1. **RECITALS.** City and Company hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between the City and Company, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for the final renewal period beginning **JANUARY 1, 2025**, and terminating **JUNE 30, 2026**, in accordance with the document attached as **Exhibit A – Mecklenburg County Agreement**.
4. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Company: Playcore Wisconsin, Inc. D/B/A Gametime
Attention: Clint Whiteside
150 Playcore Drive SE
Fort Payne, Alabama 35967
Phone: 256-638-5914
E-mail: clint.whiteside@gametime.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Company, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Second Amendment on 2/20/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
82B3574C29E54A5

Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
5677F71E38874F4

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

**PLAYCORE WISCONSIN, INC.
D/B/A GAMETIME**

Signed by:
William E. Sexton, Esq.
907DCFC4E88E429

William E. Sexton, Esq.
City Attorney

Clint Whiteside

By: Clint Whiteside
(Printed Name)

Title: Director of Sales Administration
(Title of Authorized Signatory)

Contract#: 2017001134
Amendment#: 16
Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

**THIS SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND
OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED
PRODUCTS AND SERVICES** (this "Sixteenth Amendment") is made and entered into this
____ 22 ____ of ____ January ____ 2025, by and between Playcore Wisconsin, Inc., dba GameTime an
Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a
North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a 4.7% material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a 5.3% material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a 5% material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

Contract#: 2017001134
Amendment#: 16
Vendor#: 121531

- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.
- P. The amended the Contract to add new Products and Services and, incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.
- Q. The parties now desire to amend the Contract to add new Products and Services, and incorporate the 2025 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Sixteenth Amendment by reference.
- 2. Defined terms used in this Sixteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2025 Master Price List which are attached hereto as Exhibit A.3.
- 4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2025 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.3.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Exhibit A - Mecklenburg County Agreement

CONTRACT# REC/17-069

Contract#: 2017001134
Amendment#: 16
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixteenth Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN INC.
DBA GAMETIME:**

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: 
(Signature)

BY: See attachment below
(Signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Director of Sales

TITLE: _____

DATE: 12/20/2024

DATE:



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: January 21, 2025

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 16

Contract Name: Plaground and Outdoor Fitness Equipment, Site Accesories, Surfacing, and Related

Vendor Legal Name: Playcore Wisconsin, Inc., dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned Via SeamlessDocs.com
Liz Babson
Key: 89872b821-0c208b-08904836a6d98b8

Exhibit A – Mecklenburg County Agreement CONTRACT# REC/17-069

GameTime Omnia Contract No. 2017001134

Master Price List 2025

is available for inspection and copying at:

City of Ocala, Recreation & Parks

1307 NW Fourth Avenue

Ocala, Florida, 34475

Certificate Of Completion

Envelope Id: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C	Status: Completed
Subject: Second Amendment to Cooperative Purchasing for Playground and Fitness Equipment (REC/17-069)	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

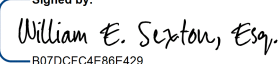
Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
2/18/2025 1:38:59 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 B07DCFC4E88E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 2/18/2025 2:08:37 PM
 Viewed: 2/19/2025 8:23:57 AM
 Signed: 2/19/2025 8:37:17 AM

Electronic Record and Signature Disclosure: Not Offered via Docusign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

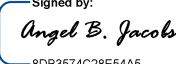
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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 2/20/2025 9:09:17 AM

Electronic Record and Signature Disclosure: Not Offered via Docusign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Viewed: 2/20/2025 9:10:34 AM
 Signed: 2/20/2025 9:10:48 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/20/2025 9:10:34 AM
 ID: c16e6a4a-1473-41cb-b6ad-abf8cd67d6c2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/20/2025 9:10:34 AM
Signing Complete	Security Checked	2/20/2025 9:10:48 AM
Completed	Security Checked	2/20/2025 9:10:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.