

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

FIRST AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES ("First 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 ("Company").

RECITALS:

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, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; 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, City of Ocala Contract No. REC/17-069 (the "Original Piggyback Agreement"), for the repair and replacement of playground equipment and routine annual playground maintenance, parts, and replacements; and

WHEREAS, City and Company now desire to extend the Original Piggyback Agreement for the first of two (2) additional two-year renewal terms available under the Original Piggyback Agreement; and

NOW THEREFORE, in consideration of the mutual covenants, conditions, advantages, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Company agree as follows:

TERMS AND CONDITIONS:

1. **RECITALS.** The above referenced recitals are true and correct and are hereby incorporated into this Agreement.
2. **INCORPORATION OF ORIGINAL PIGGYBACK AGREEMENT.** The Original Piggyback Agreement between City and Company is hereby incorporated by reference in its entirety as if set forth herein and remains in full force and effect, except for any terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Piggyback Agreement is hereby renewed for an additional two-year term beginning JANUARY 1, 2022 and terminating DECEMBER 31, 2024. Thereafter, the

parties acknowledge and agree that there remains the option for the Original Piggyback Agreement to be renewed for up to one (1) additional two-year period upon written agreement between the parties:

4. **NOTICES.** All notices, certifications or communications (collectively referred to as "Notices") required under this Agreement shall be given in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

If to City of Ocala

Tiffany Kimball, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352.629.8366
Fax: 352.690.2025
E-Mail: tkimball@ocalafl.org

With copy to:

Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352.579.6536
E-Mail: rbatsel@lawyersocala.com

If to Company

PlayCore Wisconsin, Inc. d/b/a Gametime
Attention: Donald R. King
150 Playcore Drive SE
Fort Payne, Alabama 35967
Phone: 423.648.5891
Fax: 423.648.5903
E-Mail: dking@playcore.com

5. **COUNTERPARTS.** This First 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

ATTEST:

CITY OF OCALA:

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Date Executed

Approved as to form and legality:

PLAYCORE WISCONSIN, INC. d/b/a GAMETIME

Robert W. Batsel, Jr.
City Attorney

By: _____

Printed Name

Title

Date Executed