

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

THIS THIRD AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES ("Third 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 for the Provision of 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 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 to an additional term from January 1, 2022 through December 31, 2024; and

WHEREAS, on February 20, 2025, City and Company entered into a Second Amendment to Cooperative Purchasing Agreement for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services (the "Second Amendment") to extend the Original Agreement for an additional term from January 1, 2025 to June 30, 2026; and

WHEREAS, City and Company now desire to extend the Original Agreement, as amended, for an additional six-month period.

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 Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for the final renewal period beginning **JULY 1 2026**, and terminating **DECEMBER 30, 2026**, in accordance with the document attached as **Exhibit A – Mecklenburg County Renewal**.
4. **COMPENSATION.** City shall pay Company an amount no greater than **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000)** over the Renewal Term for the provision of playground and

outdoor fitness equipment, site accessories, surfacing and related products and services as described in the Contract Documents.

5. **NOTICES.** All notices, certifications or communications required by this Third 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: Donald R. King
150 Playcore Drive SE
Fort Payne, Alabama 35967
Phone: 423-648-5891
E-mail: dking@playcore.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

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **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 Third Amendment. Further, a duplicate or copy of the Third 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.
8. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

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

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Exhibit A - Mecklenburg County Renewal CONTRACT# REC/17-069

DocuSign Envelope ID: 4DA3BCA3-624E-4705-A154-0D462E256BB4

**Contract#: 2017001134
Amendment#: 17
Vendor#: 121531**

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

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

THIS SEVENTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventeenth Amendment") is made and entered into this 22nd of January 2026 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.
- 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 on July 10, 2023, to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

Exhibit A - Mecklenburg County Renewal CONTRACT# REC/17-069

DocuSign Envelope ID: 4DA3BCA3-624E-4705-A154-0D462E256BB4

Contract#: 2017001134

Amendment#: 17

Vendor#: 121531

- P. The amended the Contract on December 22, 2023, 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 amend the Contract on January 22, 2025, to add new Products and Services and incorporate the 2025 Master Price List and Freight Rate Schedule and incorporate certain other changes.
- R. The parties now desire to amend the Contract to extend the Term of the Contract by an additional six months and to incorporate 2026 Master Price List and Freight Rate Schedule.

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 Seventeenth Amendment by reference.
- 2. Defined terms used in this Seventeenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Seventeenth Amendment extends the Term of the Contract by six months to expire on December 30, 2026
- 4. This Seventeenth Amendment replace in their entirety Exhibit A - Pricing Sheets of the Contract and replace with Exhibit A.4 2026 Master GameTime OMNIA Price List which are attached.
- 5. This Seventeenth Amendment replace in their entirety Exhibit D - Freight Rate Schedule of the Contract and replace with Exhibit D.4 2026 GameTime OMNIA Contract Freight Rates which are attached
- 6. 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.
- 7. 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 Renewal CONTRACT# REC/17-069

DocuSign Envelope ID: 4DA3BCA3-624E-4705-A154-0D462E256BB4

**Contract#: 2017001134
Amendment#: 17
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 Seventeenth Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN INC.
DBA GAMETIME:**

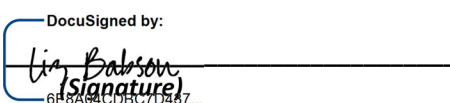
BY: 
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 1/1/2026

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

BY: 
6EB8A94CDBCFD487...

PRINT NAME: Liz Babson

TITLE: Deputy City Manager

DATE: 1/22/2026