

RESOLUTION NO 2026-083

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND PLAYCORE WISCONSIN, INC., A WISCONSIN CORPORATION, DOING BUSINESS AS GAMETIME FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AT KIWANIS PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need to replace aging playground equipment at Youngs Park (the “Products”); and

WHEREAS; the City of Charlotte, North Carolina (the “Original Procuring Government”), negotiated a contract with Playcore Wisconsin, Inc., a Wisconsin corporation, dba GameTime (the “Vendor”) to supply the Products pursuant to Contract No. 2017001134 resulting from Request for Proposal 269-2017-028 (the “Contract”); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products by Original Procuring Government as set forth in the Amended Contract; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Products on such terms and conditions as the Vendor has contracted with Original Procuring Government as set forth in the Contract; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor to provide the Products is in the public interest and in the interests of the City; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Products in the Agreement is in the public or community interest and for public welfare; and

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2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of July, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**GameTime
PO Box 520700
Longwood, FL 32752**

(the "Vendor").

WITNESSETH:

WHEREAS, on **May 8, 2017** **City of Charlotte, North Carolina** (the "Original Procuring Government") awarded **RFP 269-2017-028 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit "A" (the "Original Procurement Bid and Contract"); and

WHEREAS, the Original Procurement Bid and Contract was subsequently made available for use by other governmental entities, including municipalities, through Omnia Partners, a cooperative purchasing organization, pursuant to its cooperative purchasing program;

WHEREAS, the City needs a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; which is attached herein as Exhibit "C" and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

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- i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
 - ii. All special conditions of the Original Procurement Bid and Contract Documents;
 - iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
 - iv. All specifications, scopes of services, and/or descriptions of goods to be sold are contained in the Original Procurement Bid and Contract Documents;
 - v. All addenda to the Original Procurement Bid and Contract Documents;
 - vi. All insurance requirements are outlined in the original procurement bid and contract documents.
 - vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
 - viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes*. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract

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- a. with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.
 3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **December 30, 2026**. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
 4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
 5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.
 6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
 7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

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- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
 - d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

GAMETIME

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT
(Can be requested from the Procurement
Department)

EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT "C"



Steve Larson

Dominica Recreation Products

Territory Sales Manager - CPSI #53359-325

C: 904-325-4349 O: 800-432-0162 x 308



QUOTE

108951-01-04 • 07/07/2026



Kiwanis Children's Park

Customer:

City of Lake City
205 North Marion Avenue
Lake City, FL 32055
United States

Ship to Zip: 32055

Prepared for:

Clint Pittman
pittmanc@lcfla.com

Prepared by:

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

Quantity	Part #	Description	Unit Price	Amount
<i>Removal of existing equipment and footers by owner.</i>				
Safety surfacing as needed by owner.				
Site access for construction equipment and staging area must be provided by owner.				
1	RDU	GameTime - CogHill with 20' Square Shade	\$36,040.00	\$36,040.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,350.00	\$1,350.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$12,640.00	\$12,640.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07

Sub Total	\$50,128.07
Discount	(\$14,890.60)
Freight	\$3,087.37
Grand Total	\$38,324.84

Prepared by: **Gina Wilson** | Vice-President / Senior Project Manager

800-432-0162 ext. 101 ✉ ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)



QUOTE

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Signed/Sealed Drawings may be included when expressly stated on proposal.

Permits and permitting services may be included when expressly stated on the proposal. Unless specifically noted, permit fees, third-party reviews, inspections, bonds, and jurisdictional requirements are not included. The owner is responsible for providing **current and accurate site plans, surveys, and required property information** as needed by the permitting authority. **The permit process cannot begin until all required information is received from the owner.** Permitting timelines vary by jurisdiction and are **outside of our control**. Delays related to permitting, reviews, or approvals are not considered manufacturing or installation delays. Additional requirements arising during the permitting process, including but not limited to engineering revisions, soil testing, or jurisdictional comments, shall be treated as a **change in scope**.

Orders from **governmental agencies, school districts, municipalities, and other public entities** may be accepted with a purchase order, signed quotation, or written authorization. Payment terms are Net 30 unless otherwise stated. Deposit requirements may apply for **custom or made-to-order products**, including Landmark Designs items.

When installation is included as a **turn-key project**, payment for installation-related work is due **upon completion and acceptance of the work**, unless otherwise stated. For larger or extended projects, **progress invoices may be issued** based on work completed or materials delivered to the site. GameTime reserves the right to invoice for **materials manufactured, shipped, or received on site**.

Installation Terms: Installation, when included, is performed by an **independent, certified installer** and is based on **standard installation conditions**. Installation assumes suitable soil, normal excavation conditions, proper sub-base, and unrestricted site access. The following are **excluded unless expressly stated**: drainage design or correction; soil remediation or import/export; rock, roots, debris, or concealed conditions; dewatering; erosion control; sod replacement; landscaping; irrigation repair; and site restoration. If unsuitable soil, drainage issues, high water table, or concealed conditions are encountered, **additional costs may apply**. The owner is responsible for site readiness, utility marking, site access, and protection of the work area before, during, and after installation.

Billing Information

📧 (bill to): _____

🏠 (address): _____

👤 (contact): _____

📞 (phone): _____

✉️ (email): _____

Shipping Information

📧 (ship to): _____

🏠 (address): _____

👤 (contact): _____

📞 (phone): _____

✉️ (email): _____

Sales Tax Exemption Certificate Number # : _____ Please provide a verifiable certificate