



---

To: Honorable Mayor, Vice Mayor, and  
Village Council

Date: March 26, 2012

From: Ron E. Williams, Village Manager

Re: Coral Reef Park Playground

---

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; RESCINDING THE PREVIOUSLY AUTHORIZED PURCHASE AND INSTALLATION OF TODDLER PLAYGROUND EQUIPMENT AT CORAL REEF PARK BY KORKAT, INC. VIA RESOLUTION 2012-16, DATED FEBRUARY 6, 2012; AND FURTHER, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH GAMETIME C/O DOMINICA RECREATION PRODUCTS, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A TODDLER PLAYGROUND AREA (AGES 6 -23 MONTHS) AND SURFACING AT CORAL REEF PARK; PIGGYBACKING WITH US COMMUNITIES CONTRACT NO.110179; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$28,636.88; AND PROVIDING AN EFFECTIVE DATE**

**BACKGROUND AND ANALYSIS:**

The Village Council, via Resolution 2012-16, passed and adopted February 6, 2012, authorized the purchase and installation of toddler (under 2 years of age) playground equipment at Coral Reef Park by Korkat, Inc. Subsequently, it was discovered that one component of the toddler playground, deemed to have met all ASTM and CPSC standards, in fact did not meet CPSC standards. With the primary consideration of credibility, the Department of Parks and Recreation elected to seek an alternative proposal for the toddler playground. GameTime C/O Dominica Recreational Products, previously authorized for purchase, installation and delivery of playground equipment for Coral Reef Park's 2-5 and 5-

12 age group areas, provided the needed alternative option for toddler (6-23 months) playground equipment, meeting both ASTM and CPSC standards, at a cost of \$28,636.88.

It is therefore recommended that the previously authorized purchase with Korkat, Inc., be rescinded; and further, that the aforementioned proposal from GameTime C/O Dominica Recreational Products be approved for purchase. As we know, Coral Reef Park is a 53 acre facility, and one of the most actively visited parks in all of Miami-Dade County. The proposed new Toddler Playground Area (Ages 6-23 months) will allow us to provide a safe area for toddlers to explore, play, and socialize. As previously discussed, our goal is to have the park improvements completed just in time for the summer.

**FISCAL/BUDGETARY IMPACT:** Funds have been identified and approved in the FY2011-12 Budget under the “Coral Reef Park – Improvements (Capital Expenditures)”

**RECOMMENDATION:** Approval.



1           **WHEREAS**, in accordance with our procurement process, the Village wishes to piggyback  
2 on the price agreement contract for park and playground equipment No. 110179 with the US  
3 Communities; and,  
4

5           **WHEREAS**, the Mayor and Council may authorize the Village Manager to enter into  
6 agreement with Gametime c/o Dominica Recreation Products, Inc. for the purchase, delivery and  
7 installation of the Toddler Playground Area (Ages 6 – 23 months) Equipment and Synthetic Turf  
8 at Coral Reef Park.  
9

10           NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE  
11 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:  
12

13           **Section 1.** The previously authorized purchase of toddler playground equipment,  
14 including delivery, installation and surfacing, from Korkat, Inc, via Resolution 2012-16, dated  
15 February 6, 2012, is hereby rescinded.  
16

17           **Section 2.** The Village Manager is hereby authorized to enter into agreement with  
18 Gametime c/o Dominica Products, Inc. for the purchase, delivery and installation of Toddler  
19 Playground Equipment (ages 6-23 months) and Synthetic Turf at Coral Reef Park; consistent with  
20 the terms and conditions proposed within quotation #59797.  
21

22           **Section 3.** The Village Manager is hereby authorized to accept piggybacking prices with  
23 the US Communities contract No. 110179.  
24

25           **Section 4.** The Village Manager is hereby authorized to issue a purchase order not to  
26 exceed \$28,636.88.  
27

28           **Section 5.** This resolution shall take effect immediately upon adoption  
29

30           PASSED and ADOPTED this \_\_\_\_\_ day of April 2012.  
31

32  
33 Attest:

34           \_\_\_\_\_  
35 Meighan Alexander  
36 Village Clerk  
37

38           \_\_\_\_\_  
39 Shelley Stanczyk  
40 Mayor  
41

42 APPROVED AS TO FORM:  
43  
44

45           \_\_\_\_\_  
46 Eve A. Boutsis,  
47 FIGUEREDO & BOUTSIS, P.A., as Office  
48 of the Village Attorney

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Howard J. Tendrich \_\_\_\_\_

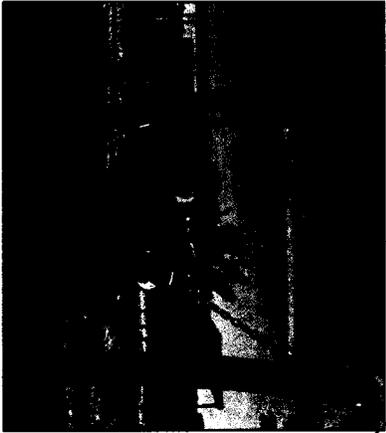
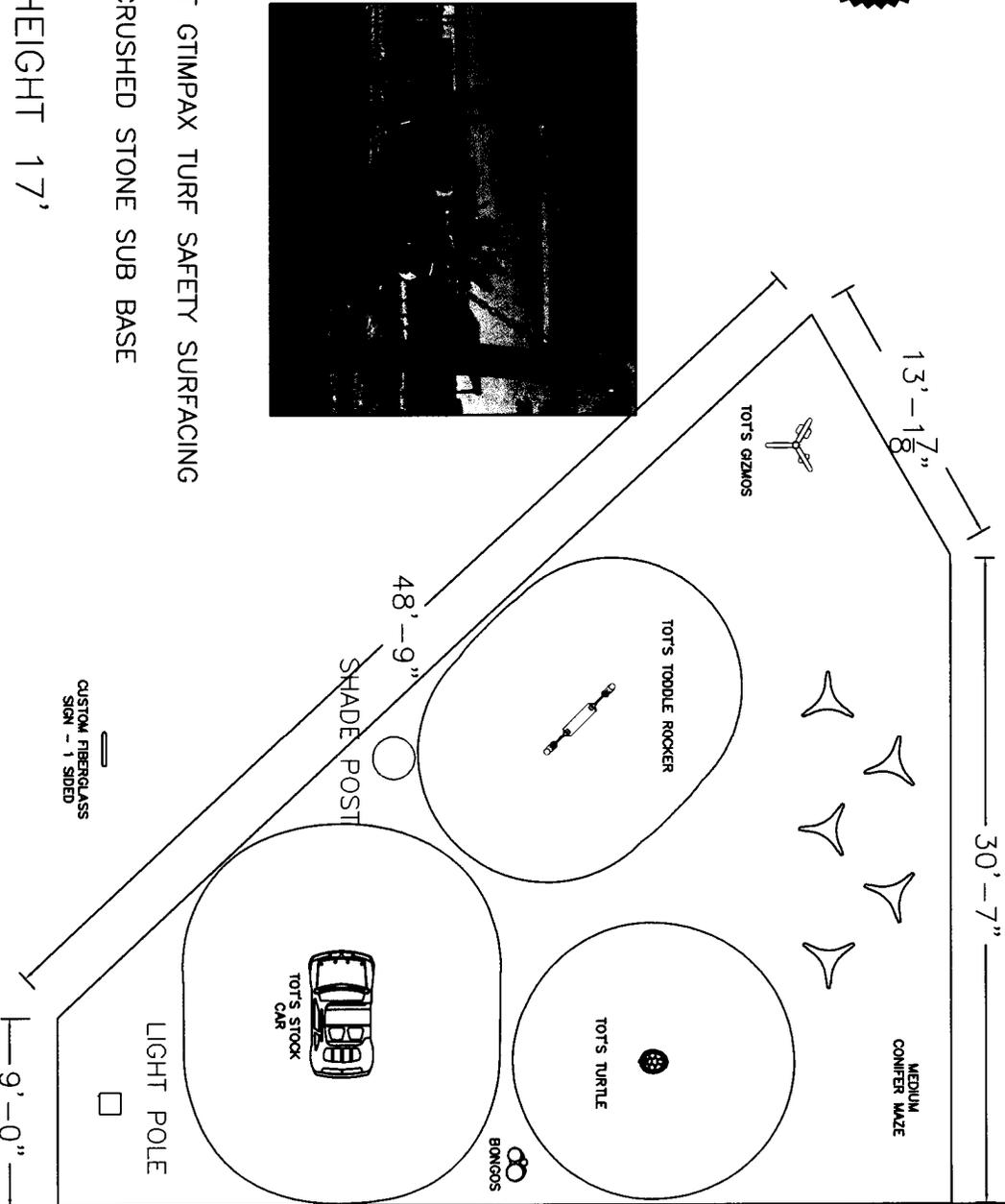
Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor Brian W. Pariser \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

DESIGN & SURFACING ADHERES TO BOTH ASTM REQUIREMENTS AND CPSC GUIDELINES

TODDLER PLAYGROUND AREA



1,200 SQ/FT GTIMPAX TURF SAFETY SURFACING  
 CONCRETE/CRUSHED STONE SUB BASE

SHADE HEIGHT 17'



A PlayCore Company



150 PlayCore Drive SE  
 Fort Payne, AL 35967  
[www.gametime.com](http://www.gametime.com)

Toddler Area - 2  
 Village of Palmetto Bay  
 Palmetto Bay, Florida  
 Representative  
 Dominica Recreation Products

This play equipment is recommended for children ages 6-23 Mos.

Minimum Area Required:  
 Scale: NTS  
 This drawing can be scaled only when in an 18" x 24" format

IMPORTANT! Soft resilient surfacing should be placed in the use zones of all equipment, and at depths to meet the critical fall height as stated on the manufacturer's literature. See the American Society of Safety Engineers (ASSE) Standard ENCSA-Z-614

Drawn By:  
 Date:  
 3.6.2012  
 Drawing Name:  
 Village of Palmetto Bay Child



A PLAYCORE Company

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.drpic.com

QUOTE  
#59797

03/06/2012

**Coral Reef Park ~ Toddler Area ~ Tot Stuff with Sign**

Village of Palmetto Bay  
Attn: Kirk Hearin  
17301 Old Cutler Road  
Palmetto Bay, FL 33157  
Phone: 305-234-6386  
Fax: 305-234-6395  
khearin@palmettobay-fl.gov

Ship To Zip: 33157

Quantity	Part #	Description	Unit Price	Amount
1	39008	Game Time - Tot's Gizmo	\$916.00	\$916.00
1	39016	Game Time - Medium Conifer	\$1,587.00	\$1,587.00
1	39001	Game Time - Tot's Toddle Rocker	\$684.00	\$684.00
1	39013	Game Time - Tot's Turtle	\$250.00	\$250.00
1	39000	Game Time - Tot's Bongos	\$388.00	\$388.00
1	39011	Game Time - Tot's Stock Car	\$1,288.00	\$1,288.00
1	Permits	Misc - Obtaining and Acquiring Local Permits for installation <i>- Includes Permit Fee plus 2 trips to the Permit Office</i>	\$415.00	\$415.00
1	3680	Misc - Sealed Drawing for GameTime Equipment	\$750.00	\$750.00
1	Removal	Misc - Removal of existing equipment, turf, and digout of area	\$2,700.00	\$2,700.00
1	INSTALL	Game Time - Installation of equipment quoted above	\$1,075.00	\$1,075.00
1200	TURF	GT-Impax - 1,200 sq/ft Turf Safety Surfacing <i>- ~includes installation and crushed stone sub base</i>	\$14.95	\$17,940.00
1	5036	Game Time - Custom Fiberglass Sign 2S <i>- 6-23 months</i>	\$1,792.00	\$1,792.00

Contract: USC

SubTotal:	\$29,785.00
Contract Discount:	(\$1,513.84)
Freight:	\$365.72
<b>Total Amount:</b>	<b>\$28,636.88</b>

This quote was prepared by Cindy Robinson, Project Manager.  
For questions or to order please call - 800-432-0162 ext. 110 cindy@gametime.com

**All pricing in accordance with U.S. Communities Contract #110179.  
All terms in the U.S. Communities Contract take precedence over terms shown below.**

For more information on the U.S. Communities contract please visit [www.uscommunities.org/gametime](http://www.uscommunities.org/gametime)



**Coral Reef Park ~ Toddler Area ~ Tot Stuff with Sign**

**QUOTE  
#59797**

03/06/2012

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Pricing: F.O.B. factory, firm for 30 days from date of quotation.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment; security of poured rubber at night; equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation: Shall be by a GameTime & NPSI Certified Installer. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs.

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
(PLEASE PROVIDE A COPY OF CERTIFICATE)

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimilie: \_\_\_\_\_

Purchase Amount: **\$28,636.88**



**U.S. COMMUNITIES**  
PLAYGROUND EQUIPMENT  
CORPORATION  
11000 W. 11th Street, Suite 100  
Denver, CO 80202  
Phone: 303.751.1100  
Fax: 303.751.1101  
www.uscommunities.com

## GAMETIME YEAR ONE DISCOUNTS AND INSTALLATION CHARGES

Product Category	USC Discounts off Commercial Price	Installation Cost as % of Equipment Commercial Price			
		Total Commercial Price of Equipment per Site*			
		<\$5,000	<\$10,000	<\$15,000	>\$15,000
<b>Play Equipment</b>	24%	42%	38%	35%	32%
GameTime Freestanding Events	16%	48%	43%	38%	36%
GTNets Freestanding Nets	3%	N/A	50%	43%	38%
<b>Fitness &amp; Sports</b>	9%	64%	53%	43%	38%
Everlast Indoor Climbing Walls	10%	60%	38%	35%	32%
Everlast NatureROCKS Climbing Boulders	5%	\$70.00 per man hour plus materials & equipment			
<b>Site Furnishings</b>	6%	45%	45%	40%	38%
GT Grandstands	6%	42%	38%	35%	32%
<b>Related Products</b>	6%	49%	47%	42%	40%
PlayWorx ThemeScapes					
GTShade Structures & Shelters	4%	66%	60%	52%	46%
GTH20 Spray Grounds	3%	N/A	N/A	N/A	164%
GTH20 Water Sides	3%	N/A	56%	52%	48%

Safety Surfacing	USC Discount	Installation Cost per Square Feet of Safety Surfacing Area			
		<2,000 sf	<4,000 sf	<6,000 sf	>6,000 sf
Engineered Wood Fiber	18%	\$0.56 sf	\$0.54 sf	\$0.52 sf	\$0.50 sf
Shredded Rubber Loose Fill		\$0.66 sf	\$0.64 sf	\$0.62 sf	\$0.60 sf
Recycled Rubber Tile		\$2.70 sf	\$2.40 sf	\$2.15 sf	\$1.90 sf
Synthetic Turf		Installation included in material price			
Poured-In-Place & Bonded Rubber		Installation included in material price			

<b>Site Services</b>	\$70.00 per man hour plus materials & equipment
Community Build Layout & Supervision	\$725.00 per man day plus materials & equipment
Design Services	No Charge
Maintenance & Repairs	\$68.00 per man hour plus materials & equipment
CPSI Initial Safety Audit	\$1,580.00 per man day
CPSI Low-Frequency Safety Inspection	\$790.00 per man day

### **Notes:**

- 1) All equipment to be installed in accordance with GameTime specifications by factory-certified professional installers.
- 2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed.
- 3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made.
- 4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation.
- 5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.
- 6) Equipment installation pricing excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; and drainage provisions. Call for an estimate for site services.
- 7) No additional charges for prevailing wages.
- 8) CPSI safety inspections and audits performed by an independent third-party. For multiple inspections, call for volume pricing.



**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT # 040376.15**

**FIFTEENTH AMENDMENT TO MASTER PURCHASE AGREEMENT**

**THIS FIFTEENTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1<sup>st</sup> day of February 2010 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

**AGREEMENT**

- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
  - a) Addition of new products featured in the GameTime 2010 Playground and Recreation Equipment Catalog.
  - b) Updated 2010 Discount Schedule and Equipment Net Price List (Exhibit A) reflecting a Gametime price increase averaging 4.6%.
  - c) Addition of GT Grandstands product offering. Attached price list subject to a 30% discount.
  - d) Addition of new products offered by Everlast Climbing Industries, Inc (ECI). Price list and discount schedule attached.
  - e) Addition of new products offered by Ultra Play Systems, Inc. Attached price list is subject to a 7 % discount.
  - f) Revised surfacing prices reflecting material and freight cost changes (Exhibit A).

g) Updated installation fees (Exhibit H) to include all new products featured in the GameTime Ultra Play Catalogs.

III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

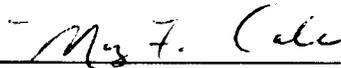
IV. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME, INC.

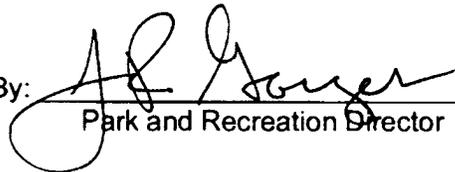
By:   
Donald R. King  
Title: Director of Sales Administration

Attested:

By:   
Mary Cole  
Title: Sales Administration Manager

MECKLENBURG COUNTY:

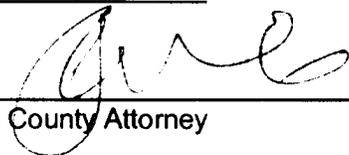
By:   
County/General Manager

By:   
Park and Recreation Director

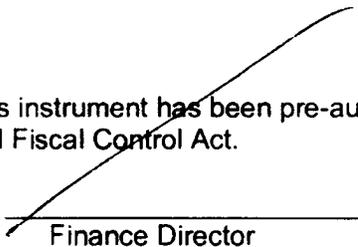
Attested:

By:   
Clerk to the Board

Approved As To Form:

By:   
County Attorney

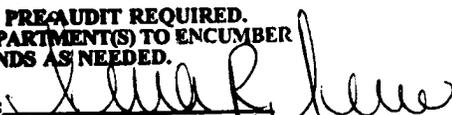
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By:   
Finance Director

Approved As To Insurance Requirements:

By: \_\_\_\_\_  
Risk Management

**NO PRE-AUDIT REQUIRED.  
DEPARTMENT(S) TO ENCUMBER  
FUNDS AS NEEDED.**

BY:   
DIRECTOR OF FINANCE



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT NO. 040376

### MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (the "Agreement") is entered into as of this 17th day of September 2003 (the "Effective Date"), by and between GameTime Division of PlayCore-Wisconsin, Inc. (the "Supplier"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

#### Statement of Background and Intent

- A. The County issued a "Request for Proposals for Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services" Number 269-2003-077, dated April 21, 2003 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment and Related Commodities and Services, hereafter referred to as ("Equipment"). This Request for Proposals, together with all Exhibits, Appendices and Addenda, is referred to herein as the "RFP".
- B. In response to the RFP, the Supplier submitted to the County a proposal dated August 12, 2003. This proposal, together with all attachments and any separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The County and the Supplier have negotiated and now desire to enter into an Agreement for the Supplier to provide Playground Equipment to the County in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Purchasing & Finance Agency (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to Supplier. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies. Supplier shall sign and return to U.S. Communities the Administration Agreement attached hereto and incorporated herein as Exhibit E.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be held liable or responsible for any costs, damages, liability or other obligation incurred by the Participating Public Agencies. Supplier shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and government by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at [www.uscommunities.org](http://www.uscommunities.org). The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Supplier.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

## **AGREEMENT**

### **1. INCORPORATION OF EXHIBITS.**

The parties acknowledge and agree that the following Exhibits are hereby incorporated into and made a part of this Agreement by reference:

- Exhibit A: Contract Pricing and Discounts
- Exhibit B: Pricing Incentives
- Exhibit C: Supplier's Proposal
- Exhibit D: Product Warranties
- Exhibit E: U.S. Communities Administrative Agreement
- Exhibit F: RFP #2003-057
- Exhibit G: State-by-State Shipping Calculator
- Exhibit H: Installation Fees
- Exhibit I: National Network of Representatives

Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

### **2. DEFINITIONS.**

The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

- 2.1. "AFFILIATES" shall mean all departments or units of the County, Charlotte-Mecklenburg Schools and all other public agencies.
- 2.2. "AGREEMENT" shall mean this Agreement including all Attachments and Exhibits, Mecklenburg County's RFP No. 269-2003-077, all subsequent Addenda issued in connection with the RFP, the Supplier's proposal dated August 12, 2003 in response to the RFP as referenced and incorporated herein as though fully set forth.
- 2.3. "DELIVERABLES" shall mean all designs, plans, drawings, equipment and all other work product which the Supplier is required to complete and deliver to the County in connection with this Agreement.
- 2.4. "EFFECTIVE DATE" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.5. "PARK & RECREATION" refers to the Mecklenburg County Park and Recreation Department.
- 2.6. PRODUCTS: The term "Products" shall mean the park and playground equipment, surfacing materials, site furnishings and related items and services to be provided by the Supplier as identified and described in this Agreement, including Exhibits.
- 2.7. PROJECT: The term "Project" refers to individual County and participating public agencies requirements for Park and Playground Equipment.
- 2.8. "PARTICIPATING PUBLIC AGENCY" shall mean any all government agencies, except Federal, that have the authority to purchase from another public agency's competitively

solicited contract including Counties, Cities, Towns, Villages, Special Districts, Public Schools, Community Colleges, Universities, State Agencies and Non profit agencies providing services on behalf of government agencies.

- 2.9. **SERVICES:** The term "Services" shall include all services that the Supplier provides or is required to provide under this Agreement.
- 2.10. **SPECIFICATIONS AND REQUIREMENTS.** The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Products and Services that are set forth or referenced in this Agreement, including the Exhibits.
- 3. TERM.**  
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment signed by both parties.
- 4. DESCRIPTION OF GOODS AND SERVICES.**  
The Supplier shall provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services per bid specifications and in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in this Agreement.
- 5. CONTRACT PRICING.**
- 5.1 The County agrees to pay the Supplier for materials, supplies, equipment, apparatus and services delivered in accordance with the terms and conditions of this Agreement based on a fixed percentage discount from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.
- 5.2 The Supplier agrees the fixed percentage discount will remain firm for entire contract term.
- 5.3 The Supplier shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than January 1<sup>st</sup> of each year. The Supplier must provide documented evidence of material and labor price increases that directly impact current equipment prices. No adjustments shall be made to compensate a Supplier for inefficiency in operation, quantity of product ordered, or for additional profit.
- 5.4 Mecklenburg County reserves the right to review the revised pricing structure and amend this Agreement if such is in the best interest of the County or cancel this Agreement with a thirty (30) day written notice should changes in price be unacceptable.
- 5.5 The Supplier shall be responsible for furnishing and delivering approved price lists and most current catalogs to the County and other participating public entities.
- 5.6 The Supplier agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional or local contract, the Supplier will match the pricing.
- 6. FREIGHT.**  
All orders shall be shipped F.O.B. Destination and the Supplier shall be responsible for any damage or loss in transit. The County and Participating Public Agencies shall have the following shipping options:
- 6.1 Apply the Supplier's freight rates provided in Exhibit G to the total weight of the shipment to determine delivery charges; or
- 6.2 Allow the Supplier to ship on a Freight Prepaid and Added basis with the carrier's actual charges added to the invoice for the goods, supported by copies of the applicable freight bills; or

6.3 Designate carrier and shipping arrangements at the discretion of the Participating Public Agency. This option will release the Supplier from any liability for damages or loss in transit. The Participating Public Agency will submit payment for shipping charges and all damage or loss claims directly to the carrier.

**7. INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.**

All equipment shall be installed according to the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by-project basis as needed:

- a. With the Supplier based on installation charges included as Exhibit H; or
- b. With local certified installer available through Supplier's Network of Representatives included as Exhibit I; or
- c. The County and Participating Public Agencies reserve the right to self perform installation of any or all equipment.

The Supplier agrees to work closely with certified local installers to ensure products are properly installed.

**8. INVOICES.**

Each invoice sent by the Supplier shall detail all Services and Deliverables performed and delivered which are necessary to entitle the Supplier to the requested payment under the terms of this Agreement. The Supplier shall mail all invoices to:

Angela Horton  
Park and Recreation  
5841 Brookshire Blvd.  
Charlotte, NC 28216  
Phone: 704.336.8466

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax. In no event shall the County be liable for any late fees or charges. The County and the Supplier will jointly agree on the format of a detailed report. .

**9. WARRANTY AND PRODUCT COMPLIANCE.**

- 9.1 All equipment provided to the County must be new, unused and meet all CPSC, ADA and ASTM Standards and other laws and requirements regarding playground equipment in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Agency exists.
- 9.2 Supplier warrants that if any components of the products fail due to defects in workmanship or materials, within one year from date of delivery, Supplier will repair or replace, free of charge, all parts found defective. In addition, limited warranties apply from date of delivery for products and components per product warranty statement included as Exhibit D.

**10. GENERAL WARRANTIES.**

Supplier represents and warrants that:

- 10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;

- 10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Supplier;
- 10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- 10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 10.6 The Supplier shall not violate any agreement with any third party by entering into or performing this Agreement.

## **11. ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Supplier represents, warrants and covenants that:

- 11.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 11.2 All work performed by the Supplier and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 11.3 Neither the Services, nor any Deliverables provided by the Supplier under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 11.4 The Supplier has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Supplier.

## **12. TERMINATION.**

- 12.1 **Termination Without Cause.**  
The County may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the Supplier.
- 12.2 **Termination for Default by Either Party.**  
By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:
  - a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - b. The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
  - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due,

files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

- d. Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

**12.3 Additional Grounds for Default Termination by the County.**

By giving written notice to the Supplier, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. The Supplier makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Supplier's proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- b. The Supplier takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

**12.4 No Suspension.**

In the event that the County disputes in good faith an allegation of default by the Supplier, notwithstanding anything to the contrary in this Agreement, the Supplier agrees that it will not terminate this Agreement or suspend or limit the Services unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**12.5 Cancellation of Orders and Subcontracts.**

In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Supplier shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Supplier shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

**12.6 Authority to Terminate.**

The Director of Mecklenburg County Park and Recreation Department is authorized to terminate this Agreement on behalf of the County.

**12.7 No Effect on Taxes, Fees, Charges, or Reports.**

Any termination of this Agreement shall not relieve the Supplier of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Supplier of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Supplier from any claim for damages previously accrued or then accruing against the Supplier.

**12.8 Other Remedies.**

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed

cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

**13. AUDIT.**

The Supplier shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Supplier in connection with this Agreement, to ensure the Supplier's compliance with all the terms and conditions of this Agreement or the County's payment obligations.

**14. SUPPLIER WILL NOT SELL OR DISCLOSE DATA.**

The Supplier will treat as Confidential Information all data provided by the County in connection with this Agreement. County data processed by the Supplier shall remain the exclusive property of the County. The Supplier will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this Agreement.

**15. COMPLIANCE WITH LAWS AND CODES.**

The Supplier shall ensure that the Services are in compliance with all local, state and federal laws and regulations. In performing the Services, the Supplier shall comply with all local, state and federal laws and regulations.

**16. WORK ON COUNTY'S PREMISES.**

The Supplier will ensure that its employees and agents shall, whenever on the County's premises, shall obey all instructions and directions issued by the County with respect to work on the County's premises. The Supplier agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.

The Supplier shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Supplier or employees, subcontractors or agents of the Supplier. Such repairs shall be made immediately, but in no event later than thirty (30) days after the occurrence.

If Supplier fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County for such repairs, as determined by the County, shall be reimbursed by the Supplier by cash payment upon demand or County may deduct such cost from any amounts due to the Supplier from the County.

**17. RELATIONSHIP OF THE PARTIES.**

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Supplier shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractors. All personnel supplied by Supplier subcontractors shall be considered employees or agents of Supplier. The Supplier shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

**18. INDEMNIFICATION.**

The Supplier shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

- 18.1 any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Supplier in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- 18.2 any act(s) of negligence or willful misconduct by the Supplier or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- 18.3 any acts or omissions of the Supplier with respect to the Services or any of the products or services provided by the Supplier under this Agreement (or any allegations of any of the foregoing); or
- 18.4 any claims by any persons or entities supplying labor or material to the Supplier in connection with the performance of the Supplier's obligations under this Agreement.

If an Infringement Claim occurs, the Supplier shall either: (i) procure for the County the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification.

**19. SUBCONTRACTING.**

Should the Supplier choose to subcontract, the Supplier shall be the prime contractor and shall remain fully responsible for performance of all obligations, which it is required to perform under this Agreement. Any subcontract entered into by Supplier shall name the County as a third party beneficiary.

**20. INSURANCE.**

**20.1 Types of Insurance**

The Supplier shall obtain and maintain during the life of the Agreement, with an insurance Supplier rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance:

*Automobile Liability.*

Successful Supplier shall be required to provide proof of bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

*Commercial General Liability.*

Successful Supplier shall be required to provide proof of bodily injury and property damage liability as shall protect the contractor and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of services described in this RFP whether such operations are performed by

contractor, any sub-contractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision in Section 28 of this contract.

The County shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract.

*Worker's Compensation and Employers Liability.*

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employers and owners.

The Supplier shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and the County has approved proof of such insurance. The Supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

20.2 Other Insurance Requirements.

The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Supplier and/or subcontractor providing such insurance.

The County shall be named as an additional insured for operations or services rendered under the general liability coverage. The Supplier's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County for all loss or damages arising from the Supplier operations under this agreement.

Certificates of such insurance will be furnished to the County and shall contain the provision that the County be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring Supplier.

Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.

If any part of the work under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the Supplier will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

**21. NOTICES.**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

<b>For The Supplier:</b>	<b>For The County:</b>
Don King, Director of Sales Administration	Karen P. Ruppe
Gametime Division, PlayCore Wisconsin, Inc.	Charlotte-Mecklenburg Procurement Services
150 GameTime Drive	600 E. Fourth St.
Fort Payne, AL	Charlotte, NC 28216
Phone: 256-845-5610	Phone: 704-336-2992
Fax: 256-845-9361	Fax: 704-336-2258
E-mail: <a href="mailto:dking@gametime.com">dking@gametime.com</a>	E-mail: <a href="mailto:kruppe@ci.charlotte.nc.us">kruppe@ci.charlotte.nc.us</a>
<b>With Copy To:</b>	<b>With Copy To:</b>
Tom Norquist, Senior Corporate VP	Sandra Bisanar
Gametime Division, PlayCore Wisconsin, Inc	Deputy County Attorney
150 GameTime Drive	600 East Fourth Street
Fort Payne, AL	Charlotte, NC 28202
Phone: 256-845-5610	Phone: 704.336.2609
Fax: 256-845-9361	Fax: 704.336.5887
E-mail: <a href="mailto:dking@gametime.com">dking@gametime.com</a>	E-mail: <a href="mailto:bisanst@co.mecklenburg.nc.us">bisanst@co.mecklenburg.nc.us</a>

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

**22. NON-DISCRIMINATION.**

22.1 The Supplier agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

22.2 The Supplier agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Supplier will also inform the County of the final disposition of such cases.

**23. DRUG-FREE WORKPLACE.**

The County is a drug-free workplace employer. The Mecklenburg County Board of Commissioners has also adopted a policy requiring Companies to provide a drug-free workplace in the performance of any County contract. The Supplier hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 23.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 23.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Supplier's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 23.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Supplier of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 23.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- 23.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 23.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

## **24. MISCELLANEOUS.**

- 24.1 **Entire Agreement.**  
This Agreement and the Contract Documents, including all Exhibits, and Attachments, all of which are hereby incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 24.2 **Amendment.**  
No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
- 24.3 **Governing Law and Jurisdiction.**  
The parties acknowledge that this Agreement is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).  
  
The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 24.4 **Binding Nature and Assignment.**

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

**24.5 County Not Liable for Delays.**

It is agreed that the County shall not be liable to the Supplier, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the County or any other party hereunder.

**24.6 Force Majeure.**

Neither party shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) If such failure or delay:
  - i. could not have been prevented by reasonable precaution;
  - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
  - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Supplier shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Supplier continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the Supplier shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Supplier from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to Supplier.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Supplier from the performance of its obligations under this Agreement. The parties also expressly acknowledge that Year 2000-related interruptions in operations or in the supply of products or services necessary to fulfill the obligations of this Agreement are not excused under this provision.

**24.7 Severability.**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 24.8 Approvals.  
All approvals or consents required under this Agreement must be in writing.
- 24.9 Waiver.  
No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 24.10 Interests of the Parties.  
The Supplier covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
- 24.11 No Bribery.  
The Supplier certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.
- 24.12 Change in Control.  
In the event of a change in "Control" of the Supplier (as defined below), the County shall have the option of terminating this Agreement for default by written notice to the Supplier. The Supplier shall notify the County within ten (10) days after it becomes aware that a change in Control will occur. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either:  
  
the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Supplier; or  
  
the power to direct or cause the direction of the management and policies of Supplier whether through the ownership of voting securities, by contract or otherwise.
- 24.13 Familiarity and Compliance with Laws and Ordinances.  
The Supplier agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Supplier further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 24.14 Taxes.  
The Supplier shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
- 24.15 Harassment.  
The Supplier agrees to make itself aware of and comply with the County's Harassment Policy. The County will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 24.16 Non-Appropriation of Funds.

If the County Commission does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Supplier of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

**24.17 Waiver of Right to Jury Trial.**

The County and Supplier waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

**24.18 Non-Exclusivity.**

This Agreement is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other suppliers or from acquiring similar, equal or like goods and/or services from other sources.

The County makes no representation that it or any governmental entity will purchase any minimum quantities or dollar amounts.

**24.19 Reports.**

The Supplier must maintain and submit a monthly statistical report and an annual tabulated report electronically to the Charlotte-Mecklenburg Procurement Services. This report shall be designed in such a manner that clearly identifies all items purchased by the County under this contract.

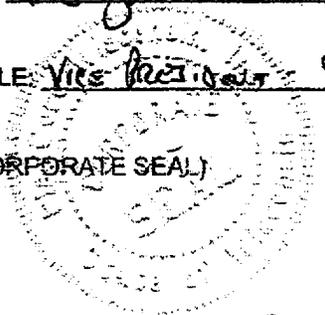
IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

BY: [Signature]

TITLE: VICE PRESIDENT FINANCE

(CORPORATE SEAL)



GAMETIME, INC.

BY: [Signature]  
DONALD R. KING

TITLE: DIRECTOR SALES ADMIN.

ATTESTED:

BY: [Signature]  
County Clerk

(COUNTY SEAL)

COUNTY OF MECKLENBURG:

BY: [Signature] (A-12/10)  
Park and Recreation Director

BY: [Signature]  
Gen. County Manager

Approved As To Form:

BY: [Signature]  
County Attorney

Approved As To Insurance Requirements:

BY: [Signature]  
Risk Management

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: [Signature]  
Finance Director, County of  
Mecklenburg North Carolina



## CHARLOTTE.

### PLAYGROUND EQUIPMENT CONTRACTS

#### Solicitation Summary

#### **Background**

In the Spring of 2003, U.S. Communities Government Purchasing Alliance selected Charlotte-Mecklenburg Procurement Services as a Lead Public Agency to solicit proposals from qualified companies to enter into a Master Agreement to provide a complete line of Park and Playground Equipment, Surfacing Materials, Site Furnishings and related services including, but not limited to, installation, layout, design and inspections.

U.S. Communities is a non-profit public benefit corporation established by government to provide a national purchasing forum for public agencies nationwide. U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), and the United States Conference of Mayors (USCM). U.S. Communities has a multi-state Advisory Board consisting of representatives from public agencies and associations including John Trunk, Charlotte-Mecklenburg Procurement Services Director.

By providing a comprehensive and competitively solicited Master Agreement through a single bid process, government agencies, school districts, and institutions of higher education or authorities in all fifty (50) states can utilize the subsequent contract without the need for further solicitation.

Combining the volumes of government agencies nationwide achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and government agencies alike. All suppliers awarded contracts must sign a commitment that the U.S. Communities pricing is the lowest available to local agencies nationwide and a further commitment that, if an agency is eligible for lower pricing through a state, regional or local contract, the supplier will match the pricing under U.S. Communities.

All contracts let through U.S. Communities are convenience contracts and do not preempt public agencies from using other contract vehicles or competitive processes as required by individual state law.

#### **Solicitation Process**

A Request for Proposals (RFP) was issued in accordance with NC State Statutes (G.S. 143-129) on 4/21/03.

- We advertised the solicitation in the Charlotte Observer (copy enclosed) and posted on the NC Interactive Purchasing System website at: [www.ips.state.nc.us](http://www.ips.state.nc.us).
- A Pre-proposal conference was held to review specifications and allow the suppliers to ask questions pertaining to the bid process or specifications. (Although law does not require a pre-bid/proposal, it is our practice to conduct pre-proposals. We actually scheduled a second pre-proposal meeting to encourage corporate representatives versus local distributors to attend so we could adequately prepare a competitive and comprehensive proposal that would work nationwide.
- We received seven (7) sealed proposals in response to the RFP from the following:
  - Gametime
  - Landscape Structures
  - Little Tikes
  - Playworld
  - Castle Rock

- Kids Play
- Play USA
- Proposals were evaluated over a two-week period and the four (4) top ranked suppliers were interviewed.
- A recommendation was made to the Board of County Commissioners, which was approved at a regularly scheduled Board meeting on September 16, 2003 (copy of Board approval enclosed).

### **Evaluation of Proposals**

Using the RFP procurement method allowed us to consider factors other than price and to award contracts to the firms whose proposals were the most advantageous to public agencies. Our recommendation to the Board was based on the following criteria:

- Quality & extensiveness of the product lines offered;
- Company history, annual sales, Dun & Bradstreet;
- Design and installation qualifications;
- Pricing and discount structures;
- Product warranties;
- National distribution network;
- Marketing plans;
- Value added services; and
- Compliance with requirements of the RFP.

The evaluation team consisted of local Park Planers, Procurement staff and Procurement Officials/US Communities Advisory Board members from:

- Wichita Public Schools, KS;
- LA County Schools, CA;
- Detroit Public Schools, MI; and
- Harford County Schools, MA.

It was determined that multiple awards were necessary to ensure that these contracts will allow US Communities to fulfill current and future requirements of the diverse and large number of participating public agencies. The requirements of Public parks and school systems often vary and some agencies choose to standardize their equipment. The evaluation team unanimously agreed that the three (3) best proposals were submitted by:

- Little Tikes Commercial Play Systems;
- Landscape Structures, Inc.; and
- GameTime.

Each supplier has unique product lines and offered slightly different pricing structures as well.

### **Little Tikes (Play Power Farmington LT, Inc as of September 1, 2004)**

- ❖ Little Tikes contract includes variable percentage discounts that are based on dollar volume per product level.
- ❖ Little Tikes also offers rebates based on annual expenditures.
- ❖ Fees for installation services are included or can be contracted separately on a local basis for this particular contract. A list of approved/certified installers is included in the contract.

### **Landscape Structures, Inc.**

- ❖ Landscape Structures offered a fixed 6% discount off all published prices with an additional 2 % discount for single orders over \$80,000.
- ❖ Their contract includes installation fees based on a percentage of the equipment cost with a not to exceed amount per state. The work will be performed by local Landscape Structure certified installers and can be arranged through Landscape Structures or directly with the local installer of the agency's choice.
- ❖ Landscape offers a lease purchase program through GE Capital to give agencies a financial option during times of budget constraints.

### **GameTime**

- ❖ GameTime offers a variable percentage discount per product category with an additional 10% discount for orders of \$75K to \$150.
- ❖ For orders greater than \$150K there is an additional 15% discount.
- ❖ Gametime offers turnkey packages that include installation, safety inspections and all other necessary services. The services are based on a percentage of equipment prices and vary per product category and/or state.

### **Benefits of Master Agreements**

- The contracts are with three of the industry leaders in playground equipment manufacturing.
- They each offer a full range of playground equipment and services with:
- Unique and innovative products;
- Age appropriate products;
- Quick ship orders;
- Replacement parts; and
- Design, layout, maintenance and safety inspection services.
- Each company is certified by the International Play Equipment Manufacturers Association (IPEMA) as well as their products, and complies with ASTM and Americans with Disabilities Act (ADA) standards.
- All three contracts include a network of professional field representatives at your service.
- A pricing commitment that the US Communities Agreement is the lowest available pricing to public agencies nationwide and further commit that if a government agency is eligible for lower pricing through a state, regional or local contract, the supplier will match the pricing under US Communities.

**Charlotte-Mecklenburg/U.S. Communities  
Playground Equipment Contracts  
Synopsis**

<b>Manufacturer</b>	<b>Verifiable Index</b>	<b>Pricing Structure</b>	<b>Freight Options</b>
<b>Little Tikes</b>	Current Manufacturer's List Price	Percent discount from current list price based on dollar volume per four (4) product levels.  <u>Rebates for large orders as follows:</u> \$500k to \$999,999 = 1% \$1,000,000 to \$1,499,999 = 2% \$1.5M and above = 3%	<ul style="list-style-type: none"> <li>• Freight prepaid and add (actual charges)</li> <li>• Installation fees are based on percent of total purchase/per state.</li> </ul>
<b>Game Time</b>	Current Manufacturer's List Price	<ul style="list-style-type: none"> <li>• Percent discount from current list price based on Product line (5% to 26%) for Playground Equipment.</li> <li>• Surfacing: (14 to 18% discount) pricing varies per region (10 zones) and material.</li> <li>• Site furnishings: 5% discount</li> </ul> <u>Additional Discounts:</u> Orders of \$75K to \$150K    10% Orders exceeding \$150K    15%	<ul style="list-style-type: none"> <li>• Freight prepaid and added (actual charges)</li> <li>• Apply supplier's rate per charts provided as Exhibit.</li> <li>• Installation fees are based on percent of total purchase/per product category.</li> </ul>
<b>Landscape Structures</b>	Current Product Catalogs and Component Price Lists	Fixed 6% discount off all published list prices.  <u>Additional discount:</u> Orders exceeding \$80K    2%	<ul style="list-style-type: none"> <li>• Freight prepaid and added (actual charges)</li> <li>• Apply supplier's rate per charts provided as Exhibit.</li> <li>• Installation fees are based on percent of total purchase/per state.</li> </ul>



Approved again on Sept 16, 2003 13

Mecklenburg County Board of Commissioners  
Action Item  
September 16, 2003

**Subject:** Park and Playground Equipment and Related  
Commodities

**ACTION:** Approve requirement contracts for the purchase of park and  
playground equipment, surfacing, site furnishings and related  
commodities in the combined estimated annual amount of  
\$250,000 for a term of five (5) years to the following  
manufacturers.

Little Tikes, Inc.	Farmington, MO
GameTime, Inc.	Fort Payne, AL
Landscape Structure, Inc	Delano, MN
Playworld Systems	Lewisburg, PA

**Staff Contact:** Karen Ruppe, Procurement Services

**Presentation:** Yes \_\_\_ No X

**BACKGROUND/JUSTIFICATION:** Mecklenburg County Park and Recreation currently maintains over 175 public parks ranging from small neighborhood parks to large district parks. It is essential that all playground equipment purchased for these parks be in compliance with all ASTM, ADA and CPSC standards and other applicable laws and requirements of North Carolina. Each playground is custom built to fit the needs of the location with emphasis on (a) encouraging interaction among children with or without disabilities; (b) providing equipment that is safe for all children; (c) allowance for ease of access to the different components and areas of the play equipment; (d) group compatible play types; and (e) designs which separate conflicting play types.

**PROCUREMENT BACKGROUND:** Charlotte-Mecklenburg Procurement Services issued a Request for Proposals (RFP) to provide Park and Playground Equipment and related commodities to support the County Park and Recreation Department. Charlotte-Mecklenburg Schools has received approval to utilize these contracts and therefore also participated in the procurement process.

U.S. Communities Government Purchasing Alliance selected Charlotte-Mecklenburg Procurement Services as a Lead Public Agency to solicit proposals from qualified companies to enter into a Master Agreement to provide a complete line of Playground Equipment and related commodities and services on a national level. Combining the volumes of government agencies nationwide achieves cost-effective pricing and reduces the administrative and overhead costs of suppliers and government agencies alike. All suppliers awarded contracts must sign a commitment that the U.S. Communities pricing is the lowest available to local agencies nationwide and a further commitment that, if an

agency is eligible for lower pricing through a state, regional or local contract, the supplier will match the pricing under U.S. Communities.

By providing a comprehensive and competitively solicited Master Agreement through a single bid process, government agencies, school districts, and institutions of higher education or authorities in all fifty (50) states can utilize the subsequent contract without the need for further solicitation. The Master Agreement shall be interpreted in accordance with and governed by the laws and the applicable policies of the State and locality where the participating agency exists.

Seven (7) proposals were received in response to the RFP and evaluated by a local and national team consisting of Mecklenburg County Park and Recreation, Procurement Services and CMS staff, procurement officials from LA County, Detroit County Schools, Wichita County Schools and the City of Baltimore.

Price was only one criterion. The other factors included in the evaluation were the quality and extensiveness of product lines offered, warranties, design and installation qualifications, compliance with the technical and business qualifications and the ability of the manufacturer to distribute and market to all fifty (50) states.

Multiple awards are recommended to ensure availability of a full range of products required to fulfill current and future requirements of the diverse public and elementary parks and large number of participating public agencies. To accommodate some standardization requirements of CMS, Playworld Systems is recommended for approval of a Mecklenburg County contract, but did not meet the requirements for a national contract.

**POLICY IMPACT:** None

**FISCAL IMPACT:** Appropriations for acquisitions already included in budget.

	Current Fiscal Year Impact	% Funding	Next Fiscal Year Impact	% Funding	New Positions FT PT
Federal					
State					
Other*					
County					
Capital Project					
<b>TOTAL</b>					

**MUST BE COMPLETED IF FUNDING IS INVOLVED**

**ATTACHMENT(S):** Description

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$16,888.82; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council of the Village of Palmetto Bay approved resolution no. 02-05, authorizing payment of Village Attorney non-retainer attorneys' fees and costs; and,

**WHEREAS**, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending March 20, 2012, in the amount of \$16,888.82; and,

**WHEREAS**, the amounts are reasonable and were necessarily incurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of \$16,888.82, copies of which are attached, are approved for payment.

**Section 2.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this \_\_\_\_\_ day of April, 2012.

Attest: \_\_\_\_\_  
Meighan Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Eve A. Boutsis,  
FIGUEREDO & BOUTSIS, P.A., as Office  
of the Village Attorney

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Howard J. Tendrich \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor Brian W. Pariser \_\_\_\_\_

Mayor Shelley Stanczyk. \_\_\_\_\_

# FIGUEREDO & BOUTSIS, P.A.

## Attorneys & Counselors

18001 Old Cutler Road - Fifth Floor

Telephone: (305) 235-9344

Miami, Florida 33157-6417

Facsimile: (305) 235-9372

March 20, 2012

Ron Williams, Village Manager  
Village of Palmetto Bay  
8950 SW 152nd Street  
Palmetto Bay, FL 33157

Re: STATEMENTS FOR PROFESSIONAL SERVICES  
The Village of Palmetto Bay

Dear Mr. Williams:

Enclosed are our invoices for professional services rendered and for costs advanced for the period ending March 20, 2012 in the amount of \$16,888.82. I have tabulated the amounts *currently due* on each individual file as follows:

Please deduct from Village Attorney Account No. 5143110, General Legal.				
0293-001	Non-Retainer Legal Services <i>Invoice No. 20368 dated 3/20/12</i>	Prof'l Services	\$	13,338.50
		Disbursements		1,659.46
		<b>Total Due</b>		<b>14,997.96</b>
	<b>Total</b>		\$	<b>14,997.96</b>
Please deduct from Village Attorney Account No. 5143140, Code Enforcement.				
0293-002	<i>Zoning Application</i> <i>Invoice No. 20369 dated 3/20/12</i>	Prof'l Services	\$	1,184.00
		Disbursements		23.68
		<b>Total Due</b>		<b>1,207.68</b>
	<b>Total</b>		\$	<b>603.84</b>
0293-027	<i>Palmer Trinity vs. Village of Palmetto Bay</i> <i>Invoice No. 20370 dated 3/20/12</i>	Prof'l Services	\$	240.50
		Disbursements		4.81
		<b>Total Due</b>		<b>245.31</b>

0293-029	<i>Palmer Trinity vs. Village of Palmetto Bay (Appeal)</i> <i>Invoice No. 20371 dated 3/20/12</i>	Prof'l Services Disbursements <b>Total Due</b>	\$	55.50 1.11 <b>56.61</b>
0293-060	<i>Shores at Palmetto Bay vs. Village of Palmetto Bay</i> <i>Invoice No. 20372 dated 3/20/12</i>	Prof'l Services Disbursements <b>Total Due</b>	\$	111.00 270.26 <b>381.26</b>
	<b>Grand Total</b>		\$	<b>16,888.82</b>

Do not hesitate to call me if you have any questions regarding these statements.

Very truly yours,

Eve A. Boutsis  
Office of the Village Attorney

EAB/lcm  
Enclosures  
cc: Mayor and Village Council

**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, Florida 33157

March 20, 2012  
 Matter ID: 0293-001  
 General Municipal-VPB  
 Invoice Number 20368

			Hours	Amount
2/27/2012	EAB	Attended Charter Revision Commission meeting.	2.70	499.50
2/28/2012	EAB	Attended meeting with Mr. Darby Delsalle on pending zoning and land use code related items (2.); meeting on AIPP; and meeting with Ms. Corrice Patterson regarding Quality Paving; communications with MDCCEPT; and communications with Mayor Shelley Stanczyk.	4.70	869.50
2/28/2012	EAB	Drafted ballot questions for election and resolution relating to same.	4.00	740.00
2/29/2012	EAB	Research of municipal charters across Florida; communications with Charter Revision Commission; and conducted legal research and drafted memorandum regarding same.	6.00	1,110.00
2/29/2012	EAB	Meeting with Mr. Ron Williams, Meighan Alexander as to Charter Revisions and pending items.	3.00	555.00
3/1/2012	EAB	Meeting with Ms. Alexander; meeting with Mr. Delsalle; revised cover memoranda for agenda; and telephone conference with Ms. Channelle Costa, Mr. Williams, Mrs. Alexander, Mr. Ed Silva, and Mr. Delsalle.	2.00	370.00
3/1/2012	EAB	Telephone conference with Mr. Tucker Gibbs and CP Joan Lindsay; telephone conference with Mr. Beau Jackson; and research relating to inquiry by FCE.	1.00	185.00
3/1/2012	EAB	Finalized edits to charter revisions and resolution; and provided cover memorandum to Commission as to same.	2.00	370.00
3/2/2012	EAB	Attended meeting with Mr. Williams and Mr. Delsalle; meeting with Mr. Williams, Mr. Silva, Mayor Stanczyk, and Mr. Delsalle; and attention to final agenda items.	4.00	740.00
3/2/2012	EAB	Attention to FPL schedule and motions; and attention to State Legislation proposed for enactment.	0.60	111.00
3/5/2012	EAB	Telephone conference with Mr. Delsalle and Mr. Efren Nunez.	0.30	55.50
3/5/2012	EAB	Telephone conference with with Mayor Stanczyk, Mr. Williams and	0.40	74.00

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Ms. Alexander regarding Friends of Thalatta, and revised same.

3/5/2012	EAB	Telephone conference with Ms. Everette; and attention to authority of public schools, traditional/charter.	0.60	111.00
3/5/2012	EAB	Attention to AIPP; and attention to agenda items; and finalized same.	1.00	185.00
3/5/2012	EAB	Continued research relating to charter and charter amendments.	1.00	185.00
3/6/2012	EAB	Analyzed minutes, resolutions relating to HR, PTO, and personnel policies; and provided direction to Ms. Olga Cadaval.	1.50	277.50
3/7/2012	EAB	Meeting with Mr. Delsalle on pending items: code, zoning, occupational licenses, and uses, etc.	2.00	370.00
3/7/2012	EAB	Communications with Ms. Cadaval; and attention to pending matters.	0.40	74.00
3/7/2012	EAB	Attention to FPL litigation.	0.10	18.50
3/8/2012	EAB	Revised ballot resolution.	0.50	92.50
3/12/2012	EAB	Reviewed and prepared for council meeting; communications with VM Brian Pariser regarding same; telephone conference with CP Howard Tendrich regarding same; telephone conference with Mr. Williams and Mrs. Alexander regarding same; telephone conference with Mr. Delsalle regarding same; telephone conference with Mayor Stanzcyk as to agenda items; and attention to public records item.	3.00	555.00
3/12/2012	EAB	Attention to new legislation enacted by state; attention to FPL matter.	1.00	185.00
3/12/2012	EAB	Attended council meeting.	5.00	925.00
3/13/2012	EAB	Drafted after action council actions from council meeting of March 12, 2012; revised ordinances and cover memoranda for second reading; drafted revisions to vendor contract; prepared new council agenda items for April 2, 2012; attention to Sochin public record request; telephone conference with Mr. Delsalle on pending ordinances and prepared Village Attorney update.	4.50	832.50
3/13/2012	EAB	Attention to pending items including Westminster with Mr. Delsalle.	1.50	277.50
3/13/2012	EAB	Telephone conferences with Mr. Delsalle and Ms. Alexander regarding special council meeting.	0.60	111.00
3/14/2012	EAB	Attention to Village Hall Art policy and modification to art contract.	1.00	185.00
3/14/2012	EAB	Communications with Mr. Scott Silver regarding fire station.	0.40	74.00
3/14/2012	EAB	Communications with the Fla. League of Cities; revised charter amendment memorandum; and telephone conference with CP Lindsay.	0.40	74.00
3/14/2012	EAB	Attention to bonds, financing of parking garage; research relating to same; and communications with Mr. Silva.	2.50	462.50

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

3/15/2012	EAB	Attention to pending assignments; and communications with Council.	2.00	370.00
3/15/2012	EAB	Attention to Thalatta; and communications with Council regarding same.	0.40	74.00
3/15/2012	EAB	Relating to bonding and financing capital project.	3.00	555.00
3/16/2012	EAB	Telephone conference with CP Patrick Fiore; telephone conference with Mayor Stanczyk; and communications with VM Pariser.	0.60	111.00
3/19/2012	EAB	Meeting with Mr. Williams, Mr. Desmond Chin, Mr. Silva, Ms. Cadaval; and communications with Mrs. Alexander.	2.00	370.00
3/19/2012	EAB	Analyzed all grants for and management plans for Thalatta; and provided direction to staff.	2.50	462.50
3/19/2012	EAB	Revised, edited, and updated Call to Artist - RFQ.	1.50	277.50
3/19/2012	EAB	Attention to revisions to landscape fee ordinance.	0.30	55.50
3/20/2012	EAB	Telephone conference with Mrs. Alexander on pending items; telephone conference with Mayor Stanczyk; telephone conference with CP Fiore; communications with CP Tendrich; communications with Mr. Williams; and telephone conference with Mr. Delsalle.	0.80	148.00
3/20/2012	EAB	Revised resolution and memorandum on Thalatta; communications with Ms. Cadaval and Mr. Silva; telephone conference with Mrs. Fanny Carmona; communications regarding agenda items; and attention to grants.	1.30	240.50
			<b>Total Professional Services</b>	<b>13,338.50</b>

**Rate Summary**

Eve A. Boutsis	72.10 hours at \$185.00/hr	13,338.50
	<b>Total hours:</b>	<b>72.10</b>
		<b>13,338.50</b>

**Disbursements**

1/25/2002	Transcripts of meeting dated October 17, 2011.	496.00
2/29/2012	Database Legal research	798.69
3/2/2012	Recording Fee for Declaration of Restriction for VPB (lighting)	98.00
3/20/2012	Disbursements incurred - 2.0%	266.77

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	13,338.50
For Disbursements Incurred	1,659.46
	<hr/>
Current Balance:	14,997.96
Previous Balance:	16,457.60
Payments - Thank you	0.00
	<hr/>
<b>Total Due</b>	<b>31,455.56</b>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, Florida 33157

March 20, 2012  
 Matter ID: 0293-002  
 Zoning Applications  
 Invoice Number 20369

			Hours	Amount
3/1/2012	EAB	Meeting with Mr. Darby Delsalle and Mr. Simon Ferro.	1.50	277.50
3/1/2012	EAB	Telephone conference with Mr. Delsalle on pending B-1 use analysis with Ms. Morelia Rodriguez.	0.20	37.00
3/5/2012	EAB	Attention to engineering services contract relating to zoning items.	0.30	55.50
3/8/2012	EAB	Telephone conference with Mr. Delsalle on pending items.	0.40	74.00
3/8/2012	EAB	Telephone conference with Mr. Ferro.	0.60	111.00
3/9/2012	EAB	Attention to site plan PT inquiry.	0.30	55.50
3/15/2012	EAB	Attention to zoning agenda.	0.40	74.00
3/16/2012	EAB	Attention to pending zoning application; and attention to Hole in the Wall, provided information to Mayor Shelley Stanczyk.	1.00	185.00
3/19/2012	EAB	Attended P&Z hearing.	0.70	129.50
3/20/2012	EAB	Drafted resolution on zoning variance.	1.00	185.00
				1,184.00
			Total Professional Services	1,184.00

**Rate Summary**

Eve A. Boutsis	6.40 hours at \$185.00/hr	1,184.00
	Total hours: 6.40	1,184.00

3/20/2012 Disbursements incurred - 2.0% 23.68

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	1,184.00
For Disbursements Incurred	23.68
	<hr/>
Current Balance:	1,207.68
Previous Balance:	603.84
Payments - Thank you	0.00
	<hr/>
<b>Total Due</b>	<b>1,811.52</b>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

**FIGUERO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, Florida 33157

March 20, 2012  
 Matter ID: 0293-027  
 Palmer Trinity Private School,  
 Invoice Number 20370

			Hours	Amount
3/1/2012	EAB	Telephone conference with Mr. Jeff Hochman.	0.30	55.50
3/5/2012	EAB	Telephone conference with Mr. Hochman.	0.40	74.00
3/7/2012	EAB	Attention to and analysis of Palmer Trinity 57.105 motion.	0.60	111.00
<b>Total Professional Services</b>				<b>240.50</b>

**Rate Summary**

Eve A. Boutsis	1.30 hours at \$185.00/hr	240.50
<b>Total hours:</b>	<u>1.30</u>	<u>240.50</u>

3/20/2012	Disbursements incurred - 2.0%	4.81
	For Professional Services	240.50
	For Disbursements Incurred	4.81
	Current Balance:	245.31
	Previous Balance:	2,085.78
	Payments - Thank you	0.00
	<b>Total Due</b>	<b>2,331.09</b>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, Florida 33157

March 20, 2012  
 Matter ID: 0293-029  
 Palmer Trinity v. VPB - Appeal  
 Invoice Number 20371

			Hours	Amount
2/28/2012	EAB	Communications with Justice Raul Cantero and attention to scheduling order.	0.30	55.50
			Total Professional Services 55.50	

**Rate Summary**

Eve A. Boutsis	0.30 hours at \$185.00/hr	55.50
	Total hours: 0.30	55.50

3/20/2012	Disbursements incurred - 2.0%	1.11
		For Professional Services 55.50
		For Disbursements Incurred 1.11
		Current Balance: 56.61
		Previous Balance: 188.70
		Payments - Thank you 0.00
		<b>Total Due 245.31</b>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, Florida 33157

March 20, 2012  
 Matter ID: 0293-060  
 Shores at Palmetto Bay vs. VPB  
 Invoice Number 20372

			Hours	Amount
3/6/2012	EAB	Attention to charter school deadlines.	0.20	37.00
3/13/2012	EAB	Telephone conference with Mr. Juan Carlos Planas and agreed to extension requested.	0.40	74.00
			<hr/>	
			Total Professional Services	111.00

**Rate Summary**

Eve A. Boutsis	0.60 hours at \$185.00/hr	111.00
	<hr/>	
	Total hours: 0.60	<hr/> 111.00

**Disbursements**

2/27/2012	Mileage	15.84
2/27/2012	Parking Charge	6.00
2/28/2012	Courier charge-Hand Delivery of Response to Writ of Certiorari to Juan Carlos Planas opposing counsel.	40.89
2/29/2012	Database Legal research	205.31
3/20/2012	Disbursements incurred - 2.0%	2.22

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	111.00
For Disbursements Incurred	270.26
Current Balance:	<u>381.26</u>
Previous Balance:	13,749.23
Payments - Thank you	0.00
<b>Total Due</b>	<b><u>14,130.49</u></b>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.