

**AUBURN AREA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

5:30 PM

**THURSDAY, JULY 27, 2017
CANYON VIEW COMMUNITY CENTER, BOARD ROOM
471 MAIDU DRIVE
AUBURN, CA**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection in the District's Office at 471 Maidu Drive, Auburn, CA 95603 during normal business hours.

1.0 CALL TO ORDER

The Board of Directors of the Auburn Area Recreation and Park District welcomes you to its meetings. Regular meetings are scheduled at 6 p.m. the last Thursday of each month. Your attendance and interest is encouraged and appreciated. Special accommodations may be made upon request to the District Administrator 72 hours in advance of the meeting.

Roll Call

_____ Lynch _____ Gray _____ Ainsleigh _____ Ferris _____ Holbrook _____

_____ **2.0 Resolution Number 2017-02: Contract Approval for Recreation Park Sierra Pool Shade Structure Purchase & Installation**

Shall the Auburn Recreation District Board of Directors authorize and approve Resolution Number 2017-12, a resolution approving a contract with NSP3 (Northstate Playgrounds) for the purchase and installation of the Sierra Pool shade structure at Recreation Park for the total of \$61,007.37?

Motion by _____ Second by _____ to _____

_____ Lynch _____ Gray _____ Ainsleigh _____ Ferris _____ Holbrook _____

Roll Call Vote

ADJOURNMENT

**AUBURN AREA RECREATION AND PARK DISTRICT
This agenda is hereby certified to have been posted as follows:**

7-26-17
Date

1:55pm
Time

P. Larson
Clerk to the Board

Item 2.0 Cover sheet – Resolution #2017-12: Contract Approval for Recreation Park Sierra Pool Shade Structure Purchase & Installation

Auburn Area Recreation and Park District Board of Directors Special Meeting July 27, 2017

The Issue

Shall the Auburn Recreation District Board of Directors authorize and approve Resolution #2017-12, a resolution approving a contract with NSP3 (Northstate Playgrounds) for the purchase and installation of the Sierra Pool shade structure at Recreation Park for the total of \$61,007.37?

Background

The ARD Board of Directors approved the Sierra Pool shade structure at Recreation Park Project as part of the 2017/2018 Project List.

Two cost proposals were received for this work. NSP3 (Northstate Playgrounds) was the lowest price in the amount of \$61,007.37. The second proposal was from MRC Game Time Inc. in the amount of \$110,083.13. Both quotes were received using Joint Powers Agreements that the companies are part of. This allows ARD, and other public agencies, to “piggy-back” off of existing, competitively bid contracts. NSP3 works through NPPGov, of which ARD is a member.

As NPPGov states:

Contracts are competitively solicited by a Lead Public Agency in accordance with government purchasing regulations. The contracts include “piggybacking” language allowing utilization by NPPGov members nationwide. NPPGov is not a reseller, but rather a channel that offers publicly solicited agreements to local and state government entities throughout the nation. NPPGov members are eligible to purchase through our competitively solicited contracts, saving time and money.

Contracts are established through a Request for Proposal (RFP) issued by a Lead Public Agency. The lead public agency is an independent government entity that carries out the advertising and bid procedures required by the State Public Contracts Law.

ARD Policy states

G. Exceptions to Competitive Bidding. Provisions requiring competitive bidding shall not apply to the following instances:

5. When another public agency (district, city, county or state) has administered a competitive bid process within the past two years for the same or substantially similar supplies, services or equipment.

Recommendation for the Board of Directors

Staff recommends that the Board of Directors authorize and approve Resolution #2017-12 for the purchase and installation of the Sierra Pool shade structure at Recreation Park with NSP3 (Northstate Playgrounds) in the amount of \$61,007.37.

Fiscal Impact

Fiscal impact of the approval of the contract with NSP3 (Northstate Playgrounds) is \$\$61,007.37 (\$32,537.37 materials, \$28,470.00 installation/construction) plus a 5% District controlled contingency (on the construction cost portion only) of \$1,423.50.

The budget for this project is \$150,000 on 2017/2018 Project List. This budget number includes demolition of the existing old structure which is being handled by separate contract, is under \$25,000.00, and as-such will not come before the Board.

Attachments

Resolution #2017-12

Proposal from NSP3 (Northstate Playgrounds)

State of California Authorizing Statutes re: Joint Powers Agreements

Master Price Agreement from League of Oregon Cities and related amendments

RESOLUTION NUMBER 2017- 12

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE
AUBURN AREA RECREATION AND PARK DISTRICT AWARDING A
CONTRACT FOR THE SIERRA POOL SHADE STRUCTURE PROJECT

WHEREAS, the Auburn Area Recreation and Park District Board of Directors
does hereby resolve the following:

That the Auburn Area Recreation & Park District awards the Sierra Pool Shade Structure project, including materials and labor, to Northstate Playgrounds (NSP3) based on the lowest base bid sum of \$61,007.37. The District Administrator is authorized to enter into a contract for Meadow Vista Park parking lot and path of travel project with NSP3 for the base bid of \$61,007.37 and approves a 5% District controlled contingency (on the construction cost portion only) of \$1,423.50 for a total of \$62,430.87.

APPROVED, PASSED, AND ADOPTED ON July 27, 2017 by the following roll call
vote:

Ayes:

Noes:

Absent:

Abstain:

Michael G. Lynch
Chairman of the Governing Board

ATTEST:

Clerk to the Governing Board

QUOTE



Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

Auburn Parks and Recreation
Kahl Muscott
123 Recreation Drive
Auburn, CA 95603

DATE: 7/20/2017

QUOTE #: 17-1815

Main #: 530-885-0611 x 102
Fax #: 530-885-0703
Email: kmuscott@auburnrec.com

REP: Gary@nsp3.com
PROJECT: Recreation Park Shade
TERMS: Net 30 from Shipment

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	Borga	BSB CUST	17.68' x 65' x 10.67' Cantilever Monoslope 26 Gauge Metal Roof 3 12 Roof Slope 20 Roof Live Load 10' Roof Clearance 5 Bays 6 Posts Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts and other concrete fasteners NOT included Engineering 2 Structural Calculations 2 Construction Drawings 4 Sets of Approval Drawings	30,926.00	30,926.00
		NPP	NPP Discount Vendor ID: VQ1D316 Auburn Recreation District Member ID: 223570	-2,164.82	-2,164.82
		Shipping	Freight Offloading included in freight cost	1,691.00	1,691.00
		Offloading	Storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended. Installation by Park Associates Inc. CA - Lic# 959805 DIR# 1000003741 BID AT PREVAILING WAGE Installation assumes normal digging conditions with standard bobcat & auger.		
		Install PA	Assembly and erection of 17.68' x 65' x 10.67' Cantilever Monoslope	11,409.00	11,409.00
		Install PA	Construction of pier footings to include: rebar cages, concrete pump, concrete, drilling through rocky soil, and removal of spoils	17,061.00	17,061.00
QUOTE GOOD FOR 30 DAYS				SUBTOTAL	
				SALES TAX (7.25%)	
				TOTAL	

Representative Authorized to Order: _____

Date: _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE



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Redding, CA 96003
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PROJECT: Recreation Park Shade

TERMS: Net 30 from Shipment

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			<p>Saw Cuts Excluded Security Fencing Excluded</p> <p>Bobcat & concrete truck access required.</p> <p>*Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. NSP3 is not responsible for repairing unmarked underground utilities and pipes.**</p> <p>By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components & hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades, stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.</p>		
		Eng-1	Engineering is for structure only. Manufacturer's engineer is NOT to be considered "Design Professional in Charge" of project.		
		Eng-2	Fabrication cannot begin until customer has provided a city approved copy of the structure's engineering or a waiver of release has been signed.		
		Eng-3	Engineering submittal, permit, fees and inspections not included in supplier's quote		
QUOTE GOOD FOR 30 DAYS				SUBTOTAL	\$58,922.18
				SALES TAX (7.25%)	\$2,085.19
				TOTAL	\$61,007.37

Representative Authorized to Order: _____

Date: _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.



State of California Statutes
California Code
California Government Code
Title 1 General
Division 7 Miscellaneous
Chapter 5 Joint Exercise of Powers
Article 1 Joint Powers Agreements

§ 6500 Government.

As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

§ 6502 Government.

If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

**Second Amendment to Recreation and Amusement Structures,
Playing Surfaces and Equipment
Master Price Agreement**

Product/Service Adjustment

This Amendment to the Master Price Agreement is entered into this 27 day of March, 2017 by the LEAGUE OF OREGON CITIES ("Purchaser") and Park Associates, Inc. DBA NSP3, Park Planet ("Supplier") based upon the sales and/or service of Recreation and Amusement Structures, Playing Surfaces and Equipment.

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Price Agreement on or about December 11, 2013 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into an Amendment to the Master Price Agreement on or about December 4, 2015 and by this reference incorporated herein; and

WHEREAS, Attachment A of Purchaser's Solicitation 570 permits that future models may be added to the contract provided the additions fit within the categories identified in Attachment A; and

WHEREAS, Supplier included Prefabricated Shelters, Custom Concrete Playgrounds, and Installation in its Proposal; and

WHEREAS, Supplier has provided notice to include additional Prefabricated Shelters, Custom Concrete Playgrounds, and Installation options at comparable discount pricing already offered in these categories on or about March 16, 2017; and

WHEREAS, Supplier has provided notice to correct a scrivener error regarding a unit of measurement in the installation category on or about March 16, 2017; and

WHEREAS, Purchaser and Supplier desire that the Master Price Agreement shall be amended in part to reflect the product and service adjustments;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. Adjustment to Attachment A on Recreation and Amusement Structures, Playing Surfaces and Equipment. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product and service adjustments:

CATEGORY 1 – PREFABRICATED STRUCTURES

rate
truckload
National Carports – 7% discount Freight not to exceed \$4,300 full truck
Borga Steel Buildings - 7% discount Freight not to exceed \$1,850 per

CATEGORY 9 – CUSTOM CONCRETE PLAYGROUNDS

Themed Concepts – 7% discount Freight .40 lb

CATEGORY 13 – INSTALLATION

Installation of shelter footings - cost plus 15%

Installation of Poured in Place surfacing - Not to exceed \$14 per square
foot for up to 4" thick

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about December 11, 2013 shall remain in full force and effect during the term of the Agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 Date 3-27-17
BY:
ITS:

PARK ASSOCIATES, INC.:

 Date 3-27-17
BY:
ITS:

**Amendment to Recreation and Amusement Structures, Playing
Surfaces and Equipment
Master Price Agreement**

Product Adjustment

This Amendment to the Master Price Agreement is entered into this 4 day of December, 2015 by the LEAGUE OF OREGON CITIES ("Purchaser") and Park Associates, Inc. DBA NSP3, Park Planet ("Supplier") based upon the sales and/or service of Recreation and Amusement Structures, Playing Surfaces and Equipment.

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Price Agreement on or about December 11, 2013 and by this reference incorporated herein; and

WHEREAS, Attachment A of Purchaser's Solicitation 570 permits that future models may be added to the contract provided the additions fit within the categories identified in Attachment A; and

WHEREAS, Supplier included Prefabricated Shelters, Site Amenities, and Safety Surfacing categories in its Proposal; and

WHEREAS, Supplier has provided notice to include additional Prefabricated Shelters, Site Amenities, and Safety Surfacing products at the same or better discount off list pricing already offered in these categories on or about December 1, 2015; and

WHEREAS, Purchaser and Supplier desire that the Master Price Agreement shall be amended in part to reflect the product adjustment;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. Adjustment to Attachment A on Recreation and Amusement Structures, Playing Surfaces and Equipment. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product additions:

CATEGORY 1 – PREFABRICATED STRUCTURES

Valley School Shelters – 7% discount Freight not to exceed \$950

CATEGORY 2 – SITE AMENITIES

Anova – 7% discount Freight .55 lb

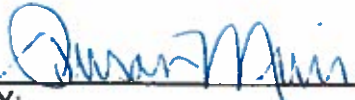
CATEGORY 3 – SAFETY SURFACING

International Mulch Company (IMC) – 7% discount Freight not to exceed \$2500 per truckload

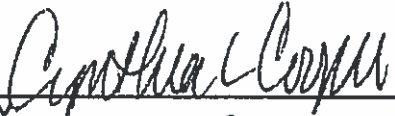
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about December 11, 2013 shall remain in full force and effect during the term of the Agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 _____ Date 12-7-15
BY:
ITS: *Member services Director*

PARK ASSOCIATES, INC.:

 _____ Date 12-4-15
BY:
ITS: *CEO, Vice President, Treasurer*

**RECREATION AND AMUSEMENT STRUCTURES, PLAYING SURFACES
AND EQUIPMENT
MASTER PRICE AGREEMENT**

This Master Price Agreement dated the last day of signature (effective date) is by and between the LEAGUE OF OREGON CITIES (“Purchaser”) and Park Associates, Inc. DBA NSP3, Park Planet (“Supplier”).

RECITALS

WHEREAS, the Supplier is in the business of selling certain **RECREATION AND AMUSEMENT STRUCTURES, PLAYING SURFACES AND EQUIPMENT** and related products and services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Price Agreement to members of National Purchasing Partners, LLC.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Parties” shall mean the Purchaser and Supplier.

1.2 “Agreement” shall mean to this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal RFP No. 570 (herein “RFP”) and Supplier’s Proposal submitted in response to the RFP (herein “Supplier’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.3 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers’ compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.6 “Products” shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.7 “Purchase Order” shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 “Unemployment Insurance” shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 “National Purchasing Partners” is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities within the membership. National Purchasing Partners’ membership includes participating public entities across North America.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants

and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Supplier's Proposal; and
- (iii) The RFP.

Supplier has responded with no Exceptions to the RFP Solicitation identified in Supplier's Proposal. Park Associates, Inc. responded as a regional supplier. Park Associates, Inc. serves the West Coast, primarily California, Nevada, and Arizona.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"). Each Participating Agency will be exclusively responsible for and deal directly

with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, LEAGUE OF OREGON CITIES shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.

2.5.2 *This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2C) of the RFP.

2.6 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org for more information. Supplier shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

ARTICLE 3 – TERM AND TERMINATION

3.1 The term of this Agreement shall commence on the date hereof and shall continue for four (4) years, expiring on September _____ 2017 (the "Original Term"), subject to any earlier termination as provided herein. Upon termination of the original four (4) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; provided that the Lead Contracting Agency, through NPP, and/or the Proposer may opt to decline extension of the Master Price Agreement by providing notification in writing least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Price Agreement term.

3.2 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, AND PAYMENT

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier's Proposal expressly provides otherwise, the discount off list price for Products set forth on Attachment A hereto shall remained fixed for the entire term of the agreement but manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs and subject to Attachments A and F herein, Supplier shall offer delivery and/or shipping costs prepaid FOB Destination to the requesting Participating Agency. If there are handling fees, these also shall be included in the pricing. Supplier shall bear all risk of loss during transit.

4.5 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

ARTICLE 5 – INSURANCE

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder.

ARTICLE 6 – INDEMNIFICATION

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the “Indemnities”), and National Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney’s fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier’s performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party’s U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Supplier’s Proposal for all Supplier and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

ARTICLE 13 - DELIVERY REQUIREMENTS

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 15 - REMEDIES

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 16 - RELATIONSHIP OF PARTIES

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

ARTICLE 17 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:
League of Oregon Cities
ATTN: Susan Muir
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

If to Supplier:

Park Associates, Inc.
ATTN: Cynthia Cooper
1555 Tahoe Court
Redding, CA 96003

with a copy to:

Bruce R. Busch
Senior Vice President
National Purchasing Partners, LLC
1100 Olive Way, Suite 1020
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 18 - FORCE MAJEURE

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 19 - WAIVER

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 20 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 21 - SEVERABILITY

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 23 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 24 - MODIFICATIONS

This Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By: [Signature]
Name: SUSAN MUIR
Title: Member Services Director
LEAGUE OF OREGON CITIES
Dated: 12.11.15

SUPPLIER:

By: [Signature]
Name: CYNTHIA L. COOPER
Title: CEO

Dated: 10-22-13

ATTACHMENT A

to Price Agreement by and between SUPPLIER and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES



Park & Playground Professionals

www.nsp3.com

ATTACHMENT A – MINIMUM PRICING DISCOUNT/FREIGHT RATES

CATEGORY 1 – PREFABRICATED SHELTERS

1. ICON SHELTER SYSTEMS INC. - 7% Discount Freight .50 lb or less.
2. AMERICANA BUILDING PRODUCTS INC. – 5% Freight .50 lb. or less.
3. CUSTOM CANOPIES INC. – 7% Discount – Freight .40 lb. not to exceed \$600.

CATEGORY 2 – SITE AMENITIES

1. Frog Furnishings/Jayhawk Plastics Inc. 7% Discount – Freight .55 lb.
2. Highland Products Group LLC – 7% Discount – Freight .55 lb.
3. UltraPlay Site Furnishings – 7% Discount – Freight .55 lb.
4. Kings River Casting – 7% Discount – Freight .40 lb not to exceed 1,700 per truckload.

CATEGORY 3 – SAFETY SURFACING

1. Rubber Bark Inc. - 8% discount – Freight .05 lb, not to exceed \$2,000 per truckload of 20 super sacks.
2. EMC Environmental Molding Concepts – 7% discount – Freight .05 lb, not to exceed \$2,500 per truckload of 20 super sacks
3. RB Rubber Inc. – 7% Discount – Freight .25 lb
4. NSP3 Playground Wood Fiber Model 2121 – 10% Discount – Freight \$9 yard
5. POUR PLAY – 5% discount – Freight .75 s f.

CATEGORY 4 – AQUATIC PLAY

1. Rain Drop LLC. – 5% discount – Freight .50 lb.

CATEGORY 5 – SPORTS EQUIPMENT

1. LA SteelCraft Inc. – 7% discount – Freight .55 lb
2. Highland Products Group LLC – 7% discount – Freight .55 lb.

CATEGORY 6 – OUTDOOR FITNESS

1. Xccent Play Inc. – 7% discount - Freight .55 lb.
3. LA SteelCraft Inc. - 7% discount – Freight .55 lb

CATEGORY 7 – OUTDOOR MUSICAL INSTRUMENTS

1. Freenotes Harmony Park – 7% discount - Freight .55 lb.

CATEGORY 9 – CUSTOM CONCRETE PLAYGROUNDS

1. IDS -Integrated Design – 7% discount-Freight .33 lb.

CATEGORY 10-MISCELLANEOUS PARK EQUIPMENT

- Bravado Concrete – 7% discount – Freight .20 lb.



Park & Playground Professionals

www.nsp3.com

CATEGORY 13-INSTALLATION by
PARK ASSOCIATES INC. CA License # 959805

Demolition and Offhaul - Not to exceed cost plus 15%
Sitework and excavation, baserock - Not to exceed cost plus 15%
Installation of new equipment - Not to exceed 38% of retail price
Installation of wood fiber surfacing - \$16 per yard for wood fiber manual spread.
Installation of wood fiber surfacing - \$22 per yard for blown in material
Installation of loose rubber - \$15 per yard for loose rubber manual spread
Installation of rubber tiles - \$2.85 per square foot.
Installation of Poured in Place surfacing - Not to exceed \$14 per yard for up to 4" thick.
Installation of Concrete Curbing or ADA ramp - Not to exceed cost plus 15%.

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org for more information. Supplier shall not sell products and services identified on the Procurement List to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner government members upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization.

ATTACHMENT B

to Price Agreement by and between SUPPLIER and PURCHASER.

ADDITIONAL SELLER WARRANTIES

Park Associates, Inc. supplies many manufacturers. Warranties vary by manufacturer. Contact Park Associates, Inc. for complete warranty details.

ATTACHMENT C

to Price Agreement by and between SUPPLIER and PURCHASER.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Price Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, www.nppgovernment.com, under the Park Associates, Inc. Vendor Information Page. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

ATTACHMENT D

to Price Agreement by and between SUPPLIER and PURCHASER.

Supplier's Proposal

(The Supplier's Proposal is not attached hereto.)

(The Supplier's Proposal is incorporated herein.)

ATTACHMENT E

to Price Agreement by and between SUPPLIER and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated herein.)

ATTACHMENT F

to Price Agreement by and between SUPPLIER and PURCHASER.

PARK ASSOCIATES, INC. ADDITIONAL TERMS OF PURCHASE, IF ANY.