#### City of Carson City Agenda Report

Date Submitted: August 19, 2011 Agenda Date Requested: September 1, 2011

Time Requested: Consent

**To:** Mayor and Supervisors **From:** Purchasing and Contracts

**Subject Title:** For Possible Action: Action to approve Amendment No. 1 for Contract No. 0607-008 the renewal of the contract through August 1, 2016, for Park and Playground Equipment with Great Western Park & Playground to provide Game Time products and Miracle Playground Sales Southwest to provide Miracle Recreation Equipment Company products. (*Kim Belt*)

Staff Summary: Amendment No. 1 will extend the contract through August 1, 2016.

Type of Action Requested: (check one)			
() Resolution () Ordinance (_X) Formal Action/Motion () Other (Specify)			
Does This Action Require A Business Impact Statement: () Yes (_X) No			

Recommended Board Action: I move to approve Amendment No. 1 for Contract No. 0607-008 the renewal of the contract through August 1, 2016, for Park and Playground Equipment with Great Western Park & Playground to provide Game Time products and Miracle Playground Sales Southwest to provide Miracle Recreation Equipment Company products. (*Kim Belt*)

**Explanation for Recommended Board Action:** On July 6, 2006, the Board of Supervisors awarded Contract No. 0607-008 Park and Playground Equipment to Great Western Park & Playground to provide Game Time products and Miracle Playground Sales Southwest to provide Miracle Recreation Equipment Company products at a not to exceed amount of \$50,000 per fiscal year through August 1, 2011, with the option to renew for two (2) additional five (5) year periods subject to negotiation.

On July 26, 2011, James Spence of Miracle Playground Sales and August 2, 2011, Steve Kyriopoulos, Vice-President for Great Western Park & Playground, provided letters confirming the 1<sup>st</sup> renewal will continue with the same price, terms, and conditions as originally bid. Scott Fahrenbruch, Director of Operations for the Parks and Recreation Department, has requested that this contract be renewed for the 1<sup>st</sup> renewal period.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: \$50,000.00 per Fiscal Year.

**Explanation of Impact:** If approved the below referenced account(s) will be decreased by a not to exceed total amount of \$50,000.00 per fiscal year.

Funding Source: Property Services Park/Course Repair & Maint. Account 101-5012-452-0438 and Q18 Maintenance Account 254-5012-452-0438.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:

(Parks and Recreation Department)

(City Manager)

(District Attorney)

(Finance Director)

Board Action Taken:

Motion:

1)

Aye/Nay

Supporting Material: Letters from Miracle Playground Sales and Great Western Park &

Playground, Amendment No.1

(Vote Recorded By)

THIS AMENDMENT is made and entered into this 1<sup>st</sup> day of September, 2011, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Great Western Park & Playground and Miracle Playground Sales Southwest hereinafter referred to as the "INDEPENDENT CONTRACTORS", and is made to amend the existing contract known as CONTRACT #0607-008 Park and Playground Equipment.

#### WITNESSETH:

**WHEREAS**, the **CITY** desires to amend sections of Article 1 of the original contract to include that which is contained herein; and

**WHEREAS**, it is deemed that said amendment is both necessary and in the best interests of the CITY.

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties agree as follow:

### ARTICLE 1

#### 1 CONTRACT TERM:

1.1 This Contract shall be effective until August 1, 2016, unless sooner terminated by either party as specified in **Article 51.8.1 Contract Term of the Bid Response**.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

### **ACKNOWLEDGMENT AND EXECUTION:**

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY	CITY'S LEGAL COUNSEL
Finance Director	Neil A. Rombardo, District Attorney
Attn: Kim Belt Purchasing and Contracts Manager	
201 North Carson Street, Suite 3	
Carson City, Nevada 89701	I have reviewed this Contract and approve
Telephone: 775-283-7137 FAX: 775-887-2107	as to its legal form.
KBelt@carson.org	
TO CITE ON THE PROPERTY OF THE	
By: Self	By: Bud Man
Kim Belt	Deputy District Attorney
DATED 8/23/11	DATED 8/23/1/
CITY'S ORIGINATING DEPARTMENT	· /
BY: Roger Moellendorf, Director	
Parks and Recreation Department	
3303 Butti Way, Bldg. #9	
Carson City, NV 89701 Telephone: 775-887-2262	
E E    U  E.     0-00  -4404	

DATED 8/23/11

Fax: 775-887-2145

RMoellendorf@carson.org

Steve Kyriopoulos being first duly sworn, deposes and says: That he is the INDEPENDENT CONTRACTOR, or authorized agent of the INDEPENDENT CONTRACTOR, for whom the aforesaid described work is to be performed by; that he has read the foregoing Contract Amendment and understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

	BY: Steve Kyriopoulos TITLE: Vice President FIRM: Great Western Park & Playground BUSINESS LICENSE #: 11-20691 Address: P.O. Box 97 City: Wellsville State: UT Zip Code: 84339 Telephone: 435-245-5055 / Fax #: 435-245-5057 E-mail Address: Steve@gwpark.com	
	(Signature of INDEPENDENT CONTRACTOR)	
	DATED	
STATE OF	) ) ss	
County of	)	
Signed and sworr	n (or affirmed) before me on this day ofs.	, 2011, by
(Signature of Not	ary)	
(Notary Stamp)		

James Spence being first duly sworn, deposes and says: That he is the INDEPENDENT CONTRACTOR, or authorized agent of the INDEPENDENT CONTRACTOR, for whom the aforesaid described work is to be performed by; that he has read the foregoing Contract Amendment and understands the terms, conditions, and requirements thereof.

## INDEPENDENT CONTRACTOR BY: James Spence TITLE: General Manager FIRM: Miracle Playground Sales **BUSINESS LICENSE #: 11-**Address: 9106 Pulsar Ct. Unit C City: Corona State: CA Zip Code: 92883 Telephone: 951-695-4515 / Fax #: 877-215-3869 E-mail Address: james@miracleplayground.com (Signature of INDEPENDENT CONTRACTOR) DATED \_\_\_\_\_ STATE OF \_\_\_\_\_\_) ss County of \_\_\_\_\_\_) Signed and sworn (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by James Spence. (Signature of Notary) (Notary Stamp)

#### CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 1st, 2011 approved Amendment No. 1 for CONTRACT No. 0607-008. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

	CARSON CITY, NEVADA
	ROBERT L. CROWELL, MAYOR
	DATED this 1 <sup>st</sup> day of September, 2011
TTEST:	

Α

ALAN GLOVER, CLERK-RECORDER

DATED this 1<sup>st</sup> day of September, 2011

### Scott Fahrenbruch - Re: Fwd: Bid for Park & Playground Equipment- Contract #0607-008

From:

Scott Fahrenbruch

To:

Kim Belt

Subject: Re: Fwd: Bid for Park & Playground Equipment- Contract #0607-008

CC:

Daria Petrenko

Kim, I have the two letters now from the two vendors on this bid. Both state in their letters that they wish to renew the contract for an additional five years. I will forward the original signed letters to you in interdepartment mail today. Thanks. Scott

>>> Kim Belt 7/19/2011 11:05 AM >>>

The agenda report states that P&R has the option to renew for two (2) additional five (5) year periods. Is this the direction we want to go. We would just do a renewal after negotiations. Thanks!

Kim Belt, CPM Purchasing and Contracts Manager City of Carson City Finance Department 201 N. Carson Street, Suite 3 Carson City, Nevada 89701 775-283-7362

Fax: 775-887-2107

>>> Daria Petrenko 7/6/2011 2:18 PM >>>

Kim,

Could you please let me know how to proceed?

Daria



July 26, 2011

Carson City Parks & Recreation Dept. Attn: Scott Fahrenbruch 3303 Butti Way, Building #9 Carson City, NV 89701

RE: Renewal of Contract #0607-008 Park & Playground Equipment

Miracle Playground Sales Southwest would like to continue to participate and agrees to renew the contract for an additional 5 years, using the same discount pricing per the original bid.

If you have any questions or need additional information, please let us know.

Thank you,

James Spence



August 2, 2011

Scott Fahrenbruch Director of Operations Carson City Parks & Rec. Dept. 3303 Butti Way, Building # 9 Carson City, NV 89701

Scott,

Thank you for the continued opportunity in using this contract. It has been of value not only to Carson City but to several other governmental agencies throughout the great state of Nevada. As we discussed we will include standard costing discounts for our entire product offering in aiding your ability to get just the right product to fulfill whatever need may arise. I have included our current binder with catalogs that will indicate all standard product discounts.

As always we will hold all original conditions and prices as indicated and we do indeed have a desire to continue an additional 5 years as stated in the original bid agreement. Should you have any questions or have special product needs please feel free to contact me directly. We appreciate all the work we have done over the years and hope our relationship will continue to flourish. Thanks again for all your assistance.

Sincerely,

Steve Kyriopoulos

Vice President

Great Western Park & Playground 800.453.2735 steve@gwpark.com

### **Carson City Contract Discount Matrix**

Vendors	Discount
Bison	5%
BRP	8%
Custom Canopies	12%
Dog-on-it	10%
Douglas	10%
Eder Flag	15%
Everlast	10%
GT Grandstands	10%
Jensen	20%
Kay Park	10%
LA Steelcraft	10%
MDF	8%
Outdoor Aluminum	10%
RCP	5%
SportsPlay	10%
Southbay	10%
TriActive	12%
Ultra Play	10%
Webcoat	10%