



COASTAL SAN PEDRO NEIGHBORHOOD COUNCIL

Doug Epperhart
President

Dean Pentcheff
Vice President

Kathleen Martin
Secretary

Louis Dominguez
Treasurer

November 18, 2020

councilmember.buscaino@lacity.org

Michael.a.shull@lacity.org

Randy.Kelly@lacity.org

Joe.Stackhouse@lacity.org

Via Email

Dear Representatives:

At the November 16, 2020 meeting of the Coastal San Pedro Neighborhood Council, the following resolution was passed by the Board of Directors:

RESOLUTION REGARDING FUNDING FOR AND THE OPENING OF SUNKEN CITY TO LATERAL ACCESS

Whereas, the Sunken City area of Point Fermin Park, as well as Point Fermin Park in general, and the Pacific Overlook provide some of the State's most spectacular ocean view sheds, and

Whereas, the California Coastal Act and the San Pedro Specific Plan, which is the implementation ordinance of the Coastal Act, require that Sunken City be opened for lateral access to the public as a visitor serving destination in order to enjoy the spectacular views, and

Whereas, the Appendix C special features map of the San Pedro Specific Plan (see attached) indicate that opening Sunken City to lateral access is third in order of priority even over the Lighthouse trails and that the map also shows where the Sunken City trail leads, and

Whereas, the City of Los Angeles funded a \$100,000 geotechnical study to determine the feasibility of opening Sunken City to lateral access, and

Whereas, the geotechnical study revealed that while the lower portion of Sunken City is and would likely remain unstable, but that the upper portion of Sunken City where lateral access would be allowed IS stable, and

Whereas, the geotechnical study concluded that the area could be prepared for lateral access at an estimated cost of between \$3.5M to \$5M, and

Whereas, the general manager of the Department of Recreation and Parks (RAP) Michael A. Shull has told the community that he didn't want to use a piecemeal approach but would open Sunken City to lateral access if the entire funding required could be found and allocated, and

Whereas, as an example “on December 13, 2017, the Board of Recreation and Park Commissioners (Board) (see attached contract and analysis) approved a proposed agreement with Playpower, Inc (Contractor), which was later approved by the City Council, for as-needed purchase of playground equipment, surfacing, site furnishing and related products and services for a period of four years with one one-year renewal option. The annual contract ceiling amount is \$7 million, and the Funding for the projects will be provided from various funding sources, including, but not limited to future County Measure A, Proposition A Proposition 1C, Proposition K, Quimby, various grants, and donations”, and

Whereas, every new apartment development in San Pedro is required to provide Quimby funds which are controlled by the Council Office, and

Whereas, “RAP has an ongoing need for the purchase and installation of playground equipment, **surfacing, site furnishings and related products and services** on an occasional and as-needed basis. **The ability to purchase and install such material and equipment is critical to meeting RAP’s needs to build new and retrofit and repair existing park property,**” from Page 2 of Board Report NO. 17-256, and

Whereas, at least \$28 million has already been provided by the City for these kinds of projects over the past several years, and

Whereas, the San Pedro community is very much in favor of prioritizing the opening of Sunken City to lateral access, and we’re aware that the City has a variety of funding sources,

Therefore be it resolved, that the Coastal San Pedro Neighborhood Council insists that Joe Buscaino and Council Office in coordination with Michael A. Shull and the Department of Recreation and Parks allocate the \$3.5 million to \$5 million necessary to prepare Sunken City for lateral access to the public as required in the California Coastal Act, the Certified Coastal San Pedro Land Use Plan, and the San Pedro Specific Plan and commence with the implementation of this project in fiscal year 2021, and

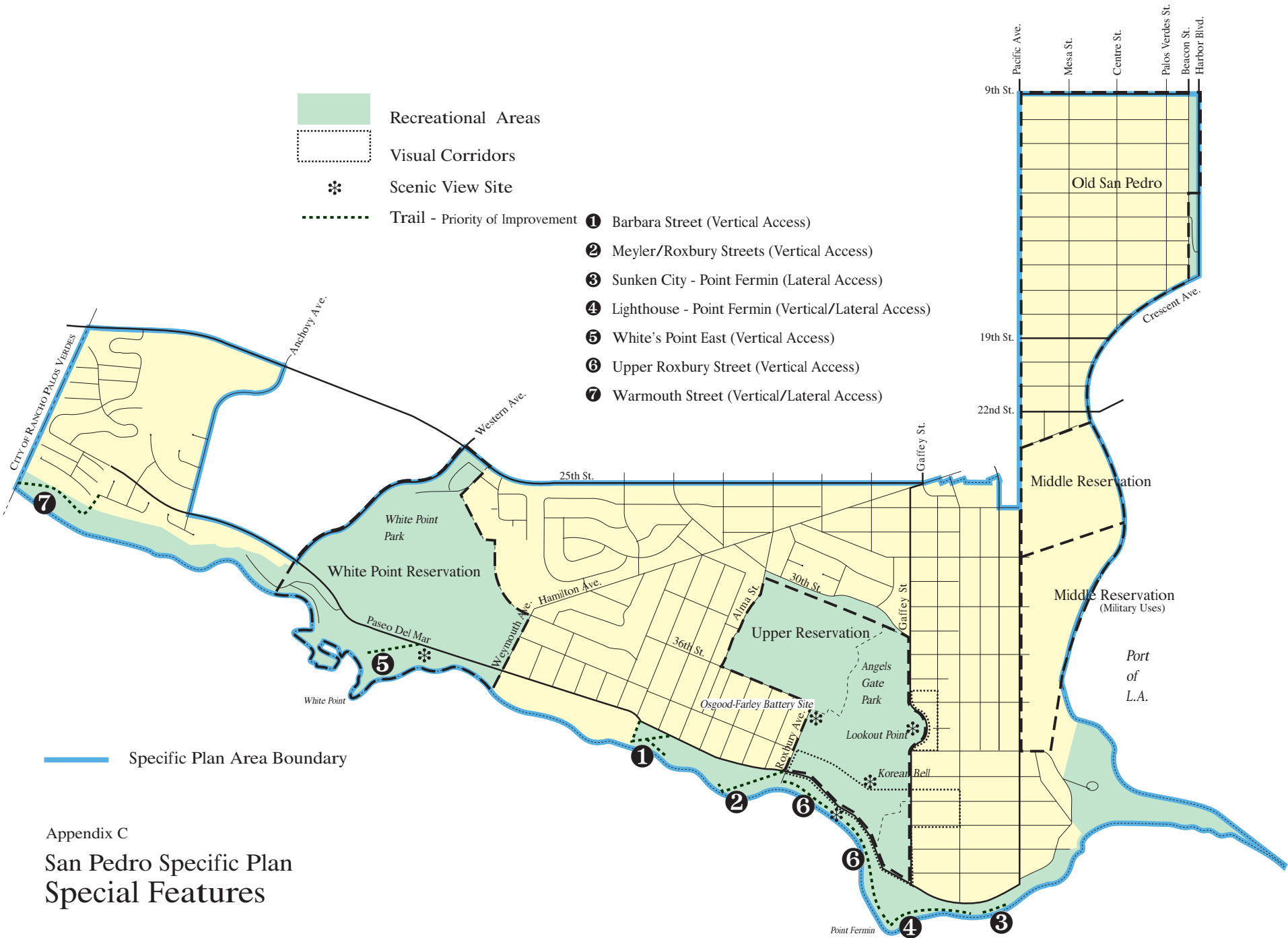
Be it further resolved, that the Coastal San Pedro Neighborhood Council and the Community be involved in the planning stages of this vitally important expansion of Point Fermin Park.

Please contact Noel Gould, Chair of the CSPNC Coastline & Parks Committee, at 310-625-1157 should you have any questions related to this letter.

Sincerely,



Doug Epperhart, President
On behalf of the Coastal San Pedro Neighborhood Council Board



Appendix C
 San Pedro Specific Plan
 Special Features

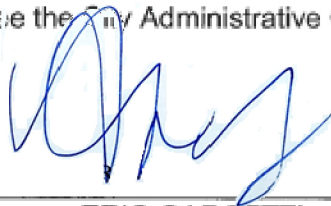
TRANSMITTAL

0150-10191-0001

TO The City Council	DATE 1/26/18	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT

Agreement with Playpower, Inc. for as-needed purchase of playground equipment, surfacing, site furnishing and related products and services

Approved and transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



(Ana Guerrero) for

ERIC GARCETTI
MAYOR

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

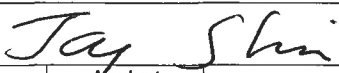
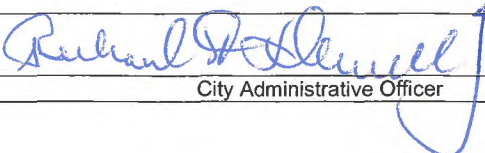
To: The Mayor	Date: 01-26-18	C.D. No. All	CAO File No.: 0150-10191-0001						
Contracting Department/Bureau: Department of Recreation and Parks		Contact: Jimmy Newsome							
Reference: Transmittal from the Board of Recreation and Park Commissioners dated December 26, 2017; referred by the Mayor on January 4, 2018									
Purpose of Contract: As-needed purchase of playground equipment, surfacing, site furnishing and related products and services									
Type of Contract: (X) New contract () Amendment		Contract Term Dates: From the date of execution of contract to April 14, 2021 (approximately 4 years) with one one-year extension option							
Contract/Amendment Amount: : Up to \$7,000,000 (per year)									
Proposed amount \$ 7,000,000 + Prior award \$ 0= Total \$ 7,000,000 (per year)									
Source of funds: Including, but not limited to, Community Development Block Grant, future County Measure A, Proposition A, Proposition 1C, Proposition K, Quimby, and various grants									
Name of Contractor: Playpower, Inc. 11515 Vanstory Drive, #100 Huntersville, NC 28078									
	Yes	No	N/A	Contractor has complied with:			Yes	No	N/A
1. Council has approved the purpose			X	8. Business Inclusion Program					X
2. Appropriated funds are available			X	9. Equal Benefits Ordinance	X				
3. Charter Section 1022 findings completed	X			10. First Source Hiring Ordinance	X				
4. Proposals have been requested			X	11. Contractor Responsibility Ordinance	X				
5. Risk Management review completed	X			12. Slavery Disclosure Ordinance	X				
6. Standard Provisions for City Contracts included	X			13. Bidder Certification CEC Form 50	X				
7. Workforce that resides in the City: 0%				14. Prohibited Contributors (Bidders) CEC Form 55	X				
* Applicable to contracts of \$1,000,000 or more				15. CA Iran Contracting Act of 2010*	X				
				16. Arizona Policy					X

RECOMMENDATION

That the City Council approve and authorize the President and Secretary of the Board of Recreation and Park Commissioners to execute the agreement with Playpower, Inc. for as-needed purchase of playground equipment, surfacing, site furnishing and related products and services for a period of four years with one one-year renewal option with a maximum allowable compensation of \$7,000,000 annually, subject to the approval of the City Attorney as to form.

COMMENTS

At its meeting of December 13, 2017, the Board of Recreation and Park Commissioners (Board) approved a proposed agreement with Playpower, Inc. (Contractor) for as-needed purchase of playground equipment, surfacing, site furnishing and related products and services for a period of four years with one one-year renewal option. The annual contract ceiling amount is \$7 million, and the Funding for the projects will be provided from various funding sources, including, but not limited to,

	
JSS Analyst 08180033	City Administrative Officer

future County Measure A, Proposition A, Proposition 1C, Proposition K, Quimby, various grants, and donations.

The Department has an on-going need for purchase of playground equipment, surfacing, site furnishing and related products and services. To address this need, the Department is proposing to “piggy-back” on a Master Agreement awarded to the Contractor by the National Joint Powers Alliance through a competitive selection process. The Contractor will provide a variety of turn-key designs, manufacturing and installation options for play equipment, poured-in-place surfaces, and site furnishings.

In accordance with Charter Section 1022, the Board has determined that the work can be performed more economically or feasibly by independent contractors than by City employees. The Department has indicated that it does not have in its employment personnel with the necessary expertise to complete the work.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the term exceeds three years. To the best of our knowledge, the proposed Contractor has complied with all City contracting requirements. The proposed agreement is subject to approval by the City Attorney as to form.

FISCAL IMPACT STATEMENT

The proposed agreement will be funded on a project-by-project basis from various funding sources. The contract will be subject to the availability of funds. There is no additional impact to the General Fund. This recommendation complies with the City’s Financial Policies in that one-time revenue will be used to fund one-time expenditures.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
PLAYPOWER, INC.

FOR THE PURCHASE OF PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS
AND RELATED PRODUCTS AND SERVICES

This Agreement ("Agreement" or "Contract") is entered into this _____ day of _____, 20____, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Playpower, Inc., (hereinafter referred to as "CONTRACTOR"), CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by the National Joint Powers Alliance (hereinafter referred to as "NJPA") to provide playground equipment, surfacing, site furnishings, and related products and services on an as-needed, non-exclusive basis pursuant to a Contract (hereinafter referred to as "NJPA CONTRACT") awarded on April 14, 2017 (NJPA Contract #. 030117-LTS, attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, pursuant to Charter Section 371(e)(8), that the CITY may piggyback on the NJPA CONTRACT with CONTRACTOR, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to the City's competitive bidding requirements; and

WHEREAS, pursuant to Charter Section 371(e)(10), that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and

WHEREAS, RAP desires to secure the technical, expert and professional services of a qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, pursuant to Charter Section 1022 RAP does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by and independent contractor; and

WHEREAS, CONTRACTOR is experienced in providing the services of the type required, is willing to perform such service, and can provide such services to RAP; and

WHEREAS, it is in RAP's best interest to secure these services from CONTRACTOR; and

WHEREAS, RAP has the need for the playground equipment, surfacing, site furnishings and related products and services on an as-needed basis; and

WHEREAS, RAP has registered on-line with the NJPA, which is a prerequisite for Participating Public Agencies who wish to access NJPA's Master Agreement (i.e. Contract No. 030117-LTS); and

WHEREAS, the CONTRACTOR has agreed to provide such park and playground purchases and related products/services to RAP; and

WHEREAS, CONTRACTOR by written communication dated October 27, 2017 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized RAP as a Participating Public Agency, to utilize Contract No. 030117-LTS between CONTRACTOR and NJPA for the purchase of playground equipment, surfacing, site furnishings and related products and services.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.

1.1 Parties

The Parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – Playpower, Inc., having its principal office at 11515 Vanstory Dr, Suite 100, Huntersville, NC 28078.

1.2 Representatives

The City's representative will be (or any other RAP Management or City designee):

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

With Copies to:

Ramon Barajas, Assistant General Manager
City of Los Angeles, Department of Recreation and Parks
Planning, Construction and Maintenance Branch
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

Email: Ramon.Barajas@lacity.org
Telephone Number (213) 202 - 2661
FAX Number (213) 202 - 2612

With Additional Copies to:

Michael A. Shull, General Manager
City of Los Angeles, Department of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

The Contractor's representative will be:

Julie Davis
Playpower, Inc.
11515 Vanstory Dr, Suite 100
Huntersville, NC 28078

Email: Julie.davis@playpower.com
Website: www.playpower.com
Direct Telephone (417) 354-2223
Fax Number (417) 235-3551

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effect by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

CONTRACTOR shall address all questions and correspondence concerning plans to (or any other RAP Management designee):

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

SECTION 2 – TERMS OF THE AGREEMENT

2.1 Term

The term of this Agreement shall commence on the date of execution and expire April 14, 2021, the expiration date of the NJPA CONTRACT with CONTRACTOR.

2.2 Extension of Term

NJPA has a one (1), one-year renewal option which if exercised would extend the term of the NJPA CONTRACT to April 14, 2022. In the event the NJPA exercises its option, then the General Manager of RAP may, at his sole discretion, by written amendment to this Agreement, extend the term of this Agreement with CONTRACTOR for one (1) additional year with the extended term expiring on April 14, 2022.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) attached hereto and incorporated herein by reference as Appendix C.

Such provisions include but are not limited to, Los Angeles Municipal Lobby Ordinance, Contractor Government Project Reference Sheet, Living Wage Ordinances, Service Contractor Worker Retention Ordinance, Equal Benefits Ordinance, Non-Discrimination Equal Employment-Affirmative Action Plan, Slavery Disclosure Ordinance, Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise Subcontractor Outreach Program, City Insurance Requirements, Child Care Policy Program, Child Support Obligations, Americans with Disabilities Act, Prohibition Against Retaliation Notice and any additional Bonding requirements (See Appendix D Compliance Documents) and including Exhibit 1 Insurance Contractual Requirements.

RAP shall have the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

SECTION 3 - SCOPE OF SERVICES

3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR has agreed by letter dated October 27, 2017 attached hereto and incorporated by reference herein as Appendix B, to provide playground equipment, surfacing, site furnishings, and related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the NJPA CONTRACT (Contract No. 030117-LTS, attached hereto and incorporated herein by reference as Appendix A) and the corresponding price list (see Appendix E).

3.2 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue a NTP to the CONTRACTOR prior the start of any work.

RAP personnel will work cooperatively with CONTRACTOR to ensure timely review of all services provided by CONTRACTOR under this Agreement.

RAP will promptly act, review and make decision as necessary to permit the orderly progress of CONTRACTOR's work under this Agreement.

SECTION 4 – COMPENSATION AND INVOICING

4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual project. The total amount for this CONTRACT will not exceed seven million dollars (\$7,000,000.00) annually. The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

4.2 Invoicing

Prior to the start of any work, CONTRACTOR must receive a Notice To Proceed from an authorized agent of RAP. CONTRACTOR shall submit invoices to RAP for all work performed. Once work has been completed to the satisfaction of RAP, CONTRACTOR may submit and invoice for the agreed amount on the CONTRACTOR'S original proposal, as stated on the NTP, such amount to be consistent with the prices set forth in the Appendix E price list. Invoices must include the CONTRACTOR'S name, date, address, contact phone number, summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by the RAP.

Invoices must be submitted to (or other RAP management designee):

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

4.3 Compensation and schedule of payments

The CONTRACTOR'S invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment.

SECTION 5 - NON-EXCLUSIVITY

RAP and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to RAP and that RAP may contract with other contractors to provide similar services during the term of this Agreement.

SECTION 6 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance as such services.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Agreement, appendices and incorporated documents represents the entire agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. This Agreement may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

- Appendix A. CONTRACT No. 030117-LTS awarded on April 14, 2017 between the NJPA and Playpower, Inc.
- Appendix B. Written authorization dated October 27, 2017 for RAP to utilize Contract No. 030117-LTS between the NJPA and Playpower, Inc.
- Appendix C. Standard Provisions for City Contracts. (REV. 10/17) [v.2]
- Appendix D CITY Compliance Documents
- Exhibit 1 Insurance Contractual Requirements
- Appendix E Price list of goods and services

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Exhibit 1 and Appendix D; (2) Appendix C; (3) Appendix B; (4) Appendix E and (5) Appendix A.

Exhibit 2

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be executed by their duly authorized representatives on the dates indicated:

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
20__

PLAYPOWER, INC.

By _____
PRESIDENT

By _____
CFO/TREASURER

Approved as to Form:

Date: _____

Michael N. Feuer
City Attorney

By _____
DEPUTY CITY ATTORNEY

**DEPARTMENT OF RECREATION
AND PARKS**

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

MELBA CULPEPPER
PILAR DIAZ

IRIS L. DAVIS
BOARD SECRETARY (213) 202-2640

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

MICHAEL A. SHULL
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.
EXECUTIVE OFFICER &
CHIEF OF STAFF

RAMON BARAJAS
ASSISTANT GENERAL MANAGER

VICKI ISRAEL
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ
ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

December 26, 2017

Honorable Eric Garcetti, Mayor
City of Los Angeles
Room 303, City Hall

Attention: Ms. Mandy Morales

Dear Mayor Garcetti:

In accordance with Executive Directive No. 3 (Villaraigosa Series), attached herewith is the proposed Contract between the City of Los Angeles, Department of Recreation and Parks and Playpower, Inc., for the as-needed purchase of playground equipment, surfacing, site furnishings, and related products and services -- use of the selection process of the National Joint Powers Alliance to provide these services under Contract No. 030117-LTS with Playpower, Inc.

Also attached for the assistance of your Office in reviewing the Contract is Report No. 17-256 which was adopted by the Board of Recreation and Park Commissioners at its Regular Meeting held on December 13, 2017. After your review and recommendation, the proposed Agreement will be submitted to the Board Office for final action.

If you have any questions with regard to the proposed Contract, please contact Mr. Robert Feld, Senior Management Analyst I, at (213) 202-5621.

Very truly yours,

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

IRIS L. DAVIS
Commission Executive Assistant II

Attachments

cc: Robert Feld, Senior Management Analyst I, Contracts Administration, Finance Division
Aaron Arevalo, Management Assistant, Contracts Administration, Finance Division



APPROVED

DEC 14 2017

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 17-256

DATE December 13, 2017

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACT FOR AS-NEEDED PURCHASE OF PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS AND RELATED PRODUCTS AND SERVICES – USE OF THE SELECTION PROCESS OF THE NJPA (NATIONAL JOINT POWERS ALLIANCE) TO PROVIDE THESE SERVICES UNDER CONTRACT No. 030117-LTS WITH PLAYPOWER, INC.

AP Diaz	---	V. Israel	_____
R. Berajas	---	S. Piña-Correa	_____
H. Fujita	---	*N. Williams	<i>NDW</i>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find that the Department of Recreation and Parks (RAP) desires to secure a contract to provide recreation and parks equipment, and installation, in order to enhance the recreational experience of the public; and
2. Find that Playpower, Inc. is experienced in providing playground equipment, surfacing, site furnishings and related products, and is willing to perform such services; and
3. Find that Playpower, Inc. can provide such services economically and expediently to RAP and it is in RAP's best interest to secure these services with Playpower, Inc.; and
4. Find, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and
5. Find, pursuant to Charter Section 371(e)(8), that the City may, in lieu of undertaking its own competitive bidding or proposal process, use (piggyback) the NJPA Contract No. 030117-LTS with Playpower, Inc., through the National Joint Powers Alliance (NJPA) (Appendix A), a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership; and
6. Find, pursuant to Charter Section 371(e)(10), that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical

BOARD REPORT

PG. 2 NO. 17-256

services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and

7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ personnel with the necessary expertise to undertake and accomplish the aforementioned specialized supplies and professional services in a timely manner and that it is more feasible to secure these services by contract; and
8. Find that the letter attached hereto dated October 27, 2017 (Appendix B) from Playpower, Inc. authorizes RAP as a Participating Public Agency to utilize Contract No. 030117-LTS between Playpower, Inc. and NJPA for the purchase of playground equipment, surfacing, site furnishings and related products and services; and
9. Authorize RAP to enter into the proposed Contract (see Exhibit 2), substantially in the form on file in the Board Office, subject to the review and approval of the Mayor, and the City Attorney as to form, between RAP and Playpower, Inc., for the purchase and installation of playground equipment, surfacing, site furnishings and related products and services, on an occasional and as needed basis, not-to-exceed Seven Million Dollars (\$7,000,000.00) per year; the initial term of this contract being from the date of execution through the prorated remainder of the four (4) year Contract 030117-LTS between Playpower, Inc. and NJPA, set to expire April 14, 2021; and
10. Authorize the General Manager at his sole discretion to extend the term of the Contract or one additional year if NJPA exercises its option to renew its contract with Playpower, Inc. for one additional year, with a corresponding expiration date of April 14, 2022.
11. Direct the Board Secretary to transmit the Contract to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), subject to approval of the City Council, and of the City Attorney as to form; and
12. Authorize the General Manager or their designee to make technical corrections to the contract as necessary; and
13. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

SUMMARY

RAP has an ongoing need for the purchase and installation of playground equipment, surfacing, site furnishings and related products and services on an occasional and as-needed basis. The ability to purchase and install such material and equipment is critical to meeting RAP's needs to build new and retrofit and repair existing park property.

The proposed contract with PlayPower, Inc. provides RAP with a variety of turnkey designs, manufacturing and installation options for play equipment, poured-in-place surfaces, and site furnishing. The contract allows RAP the ability to select a wide variety of standard

BOARD REPORT

PG. 3 NO. 17-256

manufactured and customized recreation and parks equipment. If desired, RAP may use this contract to retrofit, repair and/or maintain RAP's existing recreation and parks equipment. RAP has successfully worked with PlayPower, Inc. previously, and recommends further opportunities to contract for the purchase and installation of playground equipment

Staff is recommending that the Board authorize RAP to piggyback on NJPA's competitively bid contract with PlayPower, Inc (Appendix A). . The NJPA contract, a master intergovernmental cooperative purchasing agreement, was a competitively bid process wherein all purchasing parties are guaranteed the greatest discounted off-catalog pricing of products and services. Use of this contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements. PlayPower, Inc. has issued a letter (Appendix B, on file in the Board Office) to RAP which authorizes use of the contract with NJPA. RAP will issue a separate contract number and enter into a separate contract with PlayPower, Inc. and RAP through the Board which will incorporate the terms of the NJPA contract and the Standard Provisions for City Contracts (Rev 10/17) (Exhibit 2). PlayPower, inc.'s current contract with NJPA will expire on April 14, 2021. Additionally, NJPA has the options to extend its contract, which, if exercised, would extend the term of its contract for one additional year to April 14, 2022. In the event that NJPA exercises its option, RAP's General Manager will also have the sole discretion to extend RAP's Contract for one additional year to April 14, 2022.

The proposed contract is recommended in an amount not-to-exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00) per year for the purchase and installation of playground equipment, surfacing, site furnishings and related products and services on an as-needed basis. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev 10/17). Funding for projects will be provided from various funding sources.

TREES AND SHADE

No projects are currently associated with this proposed contract. As such there is no direct impact on trees or shade.

ENVIRONMENTAL IMPACT STATEMENT

No projects are currently associated with this proposed contract. As such there is no direct environmental impact statement required.

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FISCAL IMPACT STATEMENT

Executing this proposed contract will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no impact to RAP's General Fund as funding will be identified on a per project basis.

This Report was prepared by Aaron Arevalo, Management Assistant, and reviewed by Robert Feld, Sr. Management Analyst I, Finance Division.

LIST OF ATTACHMENTS/APPENDICES

- 1) Appendix A – Contract between the NJPA and PlayPower, Inc.
- 2) Appendix B – Letter dated October 27, 2017 from PlayPower, Inc. authorizing RAP as a Participating Public Agency to utilize Contract 030117-LTS.
- 3) Exhibit 2 – Proposed Contract between RAP and Playpower, Inc.