

0150-11564-0000

TRANSMITTAL

TO
The City Council

DATE
02/03/20

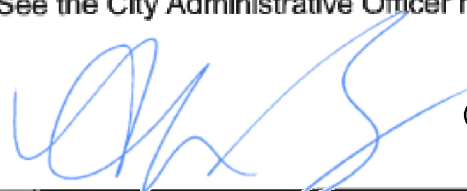
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**Agreement with KOMPAN, Inc. for as-needed purchase and installation
of playground, outdoor fitness equipment, surfacing, site accessories,
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

RHL:JSS:08200054t

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

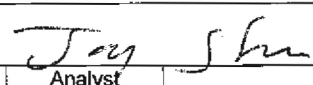

To: The Mayor	Date: 01-21-20	C.D. No. All	CAO File No.: 0150-11564-0000				
Contracting Department/Bureau: Department of Recreation and Parks		Contact: Robert Feld					
Reference: Transmittal from the Board of Recreation and Park Commissioners dated December 19, 2019; referred by the Mayor on January 3, 2020							
Purpose of Contract: As-needed purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories, and related products and services							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: From the date of execution of contract to July 1, 2022 (approximately 2 ½ years) with two two-year extension options					
Contract/Amendment Amount: Up to \$4,000,000 (per year)							
Proposed amount: Up to \$4,000,000 (per year) + Prior award(s) \$0 = Total: Up to \$4,000,000 (per year)							
Source of funds: Including, but not limited to, Proposition 68 Grants, Measure A Grants, Quimby/Park Fee Funds, and various grants							
Name of Contractor: KOMPAN, Inc. 605 West Howard Lane, Suite 101 Austin, TX 78753							
	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 & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council authorize the President and Secretary of the Board of Recreation and Park Commissioners to execute the agreement with KOMPAN, Inc. for as-needed purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories, and related products and services for a period of two-and-a-half years with two two-year renewal options with a maximum allowable compensation of \$4,000,000 annually, subject to the approval of the City Attorney as to form.

SUMMARY

At its meeting of December 18, 2019, the Board of Recreation and Park Commissioners (Board) approved a proposed agreement with KOMPAN, Inc. (Contractor) for as-needed purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories, and related products and services for a period of two-and-a-half years with two two-year renewal options. The annual contract ceiling amount is \$4,000,000, and the Contractor is not guaranteed a contract minimum or maximum. Funding for the projects will be provided from various funding sources, including, but not limited to, Proposition 68 Grants, Measure A Grants, Quimby/Park Fee Funds, and various grants.

 JSS Analyst 08200054	 City Administrative Officer
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The Department has an on-going need for as-needed purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories, 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 City of Charlotte, North Carolina through a competitive selection process. Pursuant to Charter Section 371(e)(8), the City may, in lieu of undertaking its own competitive bidding or proposal process, use the Master Agreement for cooperative agreement with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts. The Contractor will provide a variety of turn-key options for playgrounds, outdoor fitness equipment, and safe surfacing for playgrounds.

In accordance with Charter Section 1022, the Personnel Department determined that City employees do not have the expertise to perform the proposed 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.

RHL:JSS:08200054c

DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

NICOLE CHASE
PILAR DIAZ
JOSEPH HALPER

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

VICKI ISRAEL
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ
ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO
ACTING ASSISTANT GENERAL MANAGER

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

December 19, 2019

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

Attention: Ms. Heleen Ramirez

Dear Mayor Garcetti:

In accordance with Executive Directive No. 3, attached herewith is a proposed contract for as-needed purchase and installation of playground, outdoor fitness equipment, site accessories, surfacing, and related products and services, on an occasional and as needed basis, in an amount not-to-exceed Four Million Dollars (\$4,000,000.00) per year; the initial term of this contract being from the date of execution through the prorated remainder of the Charlotte Contract between Kompan, Inc. and Charlotte, set to expire July 1, 2022:

Also attached is Board Report No. 19-245, which was adopted by the Board of Recreation and Park Commissioners at its Regular Meeting held on December 18, 2019. After your review and recommendation, the proposed Agreement will be submitted to the Board for final action.

If you have any questions with regard to the proposed refund claim, please contact Mr. Robert Feld, Senior Management Analyst II, Contracts Administration, 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 II, Contracts Administration, Finance Branch
Cynthia Gonzalez, Management Assistant, Contracts Administration, Finance Branch



APPROVED
DEC 18 2019

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 19-245

DATE December 18, 2019

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACT FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES – USE OF THE SELECTION PROCESS OF OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) TO PROVIDE THESE SERVICES UNDER CONTRACT No. 2017001135 WITH KOMPAN, INC.

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>NSW</u>



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;
2. Find that Kompan, Inc. (Kompan), is experienced in providing playground, outdoor fitness equipment, site accessories, surfacing, and related products and services, and is willing to perform such services;
3. Find that Kompan can provide such services economically and expediently to RAP and it is in RAP's best interest to secure these services with Kompan;
4. Find, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by Kompan are of a temporary and occasional character for which competitive bidding is not practicable or advantageous;
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 State of North Carolina, City of Charlotte (Charlotte) Contract No. 2017001135 (Charlotte Contract) with Kompan, as provided by Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities) (Omnia) (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, because contracts for cooperative

BOARD REPORT

PG. 2 NO. 19-245

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 and proposal requirements;

6. Find, pursuant to Charter Section 371(e)(10), that the services to be provided by Kompan 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;
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 email attached hereto dated October 24, 2019 (Appendix B) from Omnia authorizes RAP as a Participating Public Agency with participating agency number 5265956 to utilize Contract No. 2017001135 between Kompan and Charlotte through Omnia for the purchase of playground, outdoor fitness equipment, site accessories, surfacing, and related products and services;
9. Authorize RAP to enter into the proposed Contract substantially in the form attached to this Report as Exhibit 2 subject to the review and approval of the Mayor, the City Council and the City Attorney as to form, between RAP and Kompan, for the purchase and installation of playground, outdoor fitness equipment, site accessories, surfacing, and related products and services, on an occasional and as needed basis, in an amount not-to-exceed Four Million Dollars (\$4,000,000.00) per year; the initial term of this contract being from the date of execution through the prorated remainder of the Charlotte Contract between Kompan and Charlotte, set to expire July 1, 2022;
10. Authorize RAP's General Manager at his sole discretion to extend the term of the Contract for two additional two-year terms, if Charlotte exercises its option to renew its Charlotte Contract with Kompan for two additional two-year terms, with a corresponding expiration date of July 1, 2024 and July 1, 2026 respectively;
11. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contract to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to transmit the Contract to the City Council for approval, and to the City Attorney for approval as to form;
12. Authorize RAP's General Manager or their designee to make technical corrections to the proposed Contract as necessary;
13. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

BOARD REPORT

PG. 3 NO. 19-245

SUMMARY

RAP has an ongoing need for the purchase and installation of playground and outdoor fitness 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 Kompan provides RAP with a variety of turnkey designs, manufacturing and installation options for playground equipment, outdoor fitness equipment, poured-in-place and/or manufactured surfaces, site furnishings, and related products and services. The contract allows RAP the ability to select a wide variety of standard manufactured and customized recreation and playgrounds, outdoor fitness equipment, surfaces, site furnishings and related products and services. If desired, RAP may use this Contract to retrofit, repair and/or maintain RAP's existing recreation and parks equipment.

RAP staff is recommending that the Board authorize RAP to piggyback on Charlotte's competitively bid contract provided through Omnia (Appendix A). The Charlotte Contract is marketed by Omnia as a master intergovernmental cooperative purchasing agreement, and was a result of a competitively bid process (RFP #269-2017-028 attached Exhibit 3) wherein all purchasing parties are guaranteed the greatest discount 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. Omnia has issued a registration email confirming that (Appendix B) RAP is authorized to use the Charlotte Contract with Kompan. RAP will issue a separate contract number and enter into a separate contract with Kompan (Exhibit 2), which will incorporate the terms of the Charlotte Contract (Appendix A) and the Standard Provisions for City Contracts (Rev 10/17)[v.3] (Appendix C to proposed Contract). The Charlotte Contract is set to expire on July 1, 2022. Additionally, Charlotte has the option to extend its contract, which if exercised, would extend the term of its contract for two additional two-year terms with corresponding expiration dates of July 2, 2024, and July 1, 2026 respectively. In the event that Charlotte exercises its option(s), it is recommended that RAP's General Manager have the sole discretion to also extend RAP's Contract for two additional two-year term(s) as outlined above.

The proposed contract is recommended in an amount not-to-exceed an annual expenditure of Four Million Dollars (\$4,000,000.00) per year for the purchase and installation of playground, outdoor fitness 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

BOARD REPORT

PG. 4 NO. 19-245

Provisions for City Contracts (Rev 10/17)[v.3]. Funding for projects will be provided from various funding sources.

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. Funding sources may include but not be limited to Proposition 68 Grants, Measure A Grants, other grants, gifts, and Quimby/Park Fee funds.

This Report was prepared by Robert Feld, Sr. Management Analyst II, Finance Division, and reviewed by Matthew Rudnick, Chief Management Analyst Finance Division.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:
Goal No. 3: Create and Maintain World Class Parks and Facilities
Outcome No. 3: Increased park maintenance

LIST OF ATTACHMENTS/APPENDICES

- 1) Appendix A - Contract between the City of Charlotte and Kompan
- 2) Appendix B - Email authorizing RAP as a member to utilize Omnia's marketing of all its contracts.
- 3) Exhibit 2 - Proposed Contract between RAP and Kompan
- 4) Exhibit 3 - RFP with all addenda

Required Insurance and Minimum Limits

Name: Kompan Inc.

Date: 11/6/19

Agreement/Reference: Installation of playground, outdoor fitness equipment, surfacing, site accessories and related products

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits								
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right; border-bottom: 1px solid black;">WC <u>Statutory</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers </td> <td style="text-align: right; border-bottom: 1px solid black;">EL <u>1,000,000</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Sexual Misconduct </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input checked="" type="checkbox"/> with \$2,000,000 per occurrence</td> <td></td> </tr> </table>		WC <u>Statutory</u>	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers	EL <u>1,000,000</u>	<input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Sexual Misconduct		<input checked="" type="checkbox"/> with \$2,000,000 per occurrence	
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<input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Sexual Misconduct									
<input checked="" type="checkbox"/> with \$2,000,000 per occurrence									
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as additional insured.</u>	2,000,000								
<input type="checkbox"/> Professional Liability (Errors and Omissions) Discovery Period _____									
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company) <input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake									
<input type="checkbox"/>									
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds									
<input type="checkbox"/> Crime Insurance									

Other: Provided to: Robert Feld @ RAP

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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

FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, OUTDOOR
FITNESS EQUIPMENT, SURFACING, SITE ACCESSORIES 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 Kompan, Inc., a Texas Corporation (hereinafter referred to as "CONTRACTOR") located at 605 West Howard Lane, Suite 101, Austin TX 78753-9786. CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by the City of Charlotte, North Carolina (Charlotte), and Charlotte and CONTRACTOR have agreed to market their contract through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities)(hereinafter referred to as Omnia) to provide these services under contract No. 2017001135 with Kompan awarded July 1, 2017, to provide purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing and related products and services on an as-needed, non-exclusive basis, attached hereto and incorporated herein by reference ("Charlotte Contract" attached as Appendix A); and

WHEREAS, the BOARD has determined, 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, the BOARD has determined, pursuant to Charter Section 371(e)(8), that the CITY may piggyback on the Charlotte 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, the BOARD has determined, 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 purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing and related products and services on an as-needed basis; and

WHEREAS, RAP has registered on-line with Omnia and has account number 5265956, which is a prerequisite for Participating Public Agencies who wish to access Omnia's Master Agreement (i.e. Contract # 2017001135); and

WHEREAS, the CONTRACTOR has agreed to provide such as-needed purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing, and related products and services to RAP; and

WHEREAS, Omnia by email communication dated October 24, 2019 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized the RAP as a Participating Public Agency, to utilize all Public Sector Master Agreements provided by Omnia.

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 – Kompan Inc., having its principal office at 605 West Howard Land Suite 101, Austin, TX 78753-9786.

1.2 Representatives

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

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

With Copies to:

Jimmy Newsom, Senior Management Analyst II (and or his designee)
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

The Contractors representative will be:

Jon A. Teberg, Director California
605 West Howard Lane, Suite 101
Austin, TX 78753-9786

Email: jonteb@kompan.com
Website: <https://www.kompan.us>
Office Telephone (800) 426-9788
Cell Telephone (949)973-1226
Fax Number (512) 867-6225

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 July 1, 2022, the expiration date of the Charlotte Contract with CONTRACTOR.

2.2 Extension of Term

Charlotte has two (2), two-year renewal options which if exercised would extend the term of the Charlotte Contract to July 1, 2024, and July 1, 2026, respectively. In the event that Charlotte exercises such options, 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 two (2) additional two-year extensions with the corresponding terms expiring on July 1, 2024, and July 1, 2026 respectively.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3] 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, First Source Hiring Ordinance, Non-Discrimination Equal Employment-Affirmative Action Plan, Slavery Disclosure Ordinance/Border Wall 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 Retaliations 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 to provide playground and outdoor fitness equipment, site accessories, surfacing and related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the Charlotte CONTRACT (Contract # 2017001135, attached hereto and incorporated herein by reference as Appendix A).

3.2 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue a Notice To Proceed (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 Four Million Dollars annually, (\$4,000,000.00). 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 NTP 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 an 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 Charlotte CONTRACT (Appendix A). 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 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. CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total Contract amount shall not exceed \$4,000,000 annually. Discount off catalog pricing applies as per attached sheet (Exhibit 4).

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 # 2017001135 awarded on April 14, 2017 between Charlotte, North Carolina and Kompan Inc. and marketed through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities)
- Appendix B. Written authorization dated October 24, 2019 for RAP to utilize Contract # 2017001135as a participating organization with Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities) with participating agency number 5265956.
- Appendix C. Standard Provisions for City Contracts. (REV. 10/17)[v.3]
- Appendix D CITY Compliance Documents completed by Kompan
- Exhibit 1 Insurance Contractual Requirements
- Exhibit 4 Discount sheet off catalog pricing

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

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
of _____, 20__

KOMPAN, INC.

By _____
PRESIDENT signature

PRESIDENT print

By _____
CEO/TREASURER signature

CEO/TRESURER print

Approved as to Form:

Date: _____

Michael N. Feuer
City Attorney

By _____
DEPUTY CITY ATTORNEY
Steven Hong