




TO: MARSHA COMMOND, SPECIAL PROJECTS COORDINATOR - PUBLIC WORKS, PUBLIC WORKS, DIRECTORS OFFICE

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY 

THROUGH: SARA HEDGES, CITY ATTORNEY

RE: CDBG COACH FENN PARK IMPROVEMENT PROJECT PIGGYBACK CONTRACT - PLAY POWER, INC.

CAO RLS#: 26-07

DATE: JANUARY 21, 2026

I have reviewed the above Request for Legal Services (RLS) related to the contract between the City of Fort Pierce and Play Power, Inc., which piggybacks on Sourcewell's cooperative purchase contract to acquire a new shade structure for the Coach Fenn Park as part of the city's CDBG project. Please note the following comments:

1. The Original Sourcewell Contract and Extension provided in Agenda Quick were set to expire February 17, 2026. You subsequently provided an Updated Sourcewell Contract with this Vendor that has an expiration date of December 17, 2029. The Updated Sourcewell Contract has been uploaded to Agenda Quick. You must attach the Updated Sourcewell Contract to the Piggyback Contract as Exhibit A.
2. The Original Proposal provided in Agenda Quick (labeled Exhibit C in Agenda Quick) related to the Original Sourcewell Contract. You have subsequently provided an Updated Proposal. It has been uploaded to Agenda Quick. You must attach the Updated Proposal to the Piggyback Contract as Exhibit B.
3. A redlined version reflects: 1.) a correction of the Sourcewell Contract number; 2.) a change in the term period to coincide with the end date for this project based on the CDBG funding timeline; 3.) standard contract language for city agreements; 4.) the inclusion of standard insurance requirements for the City as Exhibit D; and 5.) incorporation of the Affidavit Regarding Use of Coercion as Exhibit C.
4. A clean version of the Piggyback Contract has been uploaded to the RLS which the Department can use as a template for future agenda items.
5. The Department should confirm who in the Finance Department should be point of contact responsible for receiving notices and invoices on behalf of the city and insert that individual's email address in the contract (See the Note in the contract).
6. Based on the comments above, **the Piggyback Contract is approved as to form and correctness.**

7. Reminder: The Department should place the Piggyback Contract on the Commission Consent Agenda for review and approval prior to execution. *The Contractor, however, should sign the Agreement prior to being placed on the Agenda.*
8. Note: The Vendor will not provide numerous prerequisite requirements for the Vendor to be able to deliver and build this structure, as noted in their proposal. The Public Works Department will be responsible for an extensive list of requirements, which include: all site preparation and obtaining building permits.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.