

**ALL-INCLUSIVE PLAYGROUND GRANT AGREEMENT
BY AND BETWEEN
THE CITY OF SUNNYVALE AND
THE COUNTY OF SANTA CLARA**

This Grant Agreement (“Agreement”) is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (hereinafter referred to as the “County”), and the City of Sunnyvale, a municipal corporation (hereinafter referred to as “Grantee”). The County and the Grantee are each a “Party” and collectively the “Parties” to this Agreement.

RECITALS

WHEREAS, the Grantee signed and submitted an all-inclusive playground application (“Application”) to the County requesting grant funding to assist with the construction and development of an all-inclusive playground, which is incorporated herein and made a part of this Agreement by this reference (Exhibit B). County materially relies upon the statements and documentation submitted by Grantee in said Application in its entirety and based upon this material reliance County is willing to enter into this Agreement with Grantee; and,

WHEREAS, the all-inclusive playground (the “Project”) is located at 834 Lakechime Drive (the “Premises”), in the city of Sunnyvale, County of Santa Clara; and,

WHEREAS, Grantee represents and warrants to County that Grantee, by itself and through its contractors and consultants, has experience, expertise, financial capability, and ability to complete the Project contemplated herein and to fully perform all obligations and responsibilities under this Agreement to completion; and,

WHEREAS, the County of Santa Clara Board of Supervisors, wishes to assist the Grantee in completing the Project which serves as an all-inclusive playground on a continuous uninterrupted basis for at least 20 years after completion (collectively, the “Public Purpose”); and,

WHEREAS, the Board of Supervisors has approved the award of Grant Funds (as defined herein below) to Grantee provided Grantee complies with all terms and conditions of this Agreement;

WHEREAS, the Board of Supervisors has found that the Project will serve a public purpose of general county interest as an all-inclusive playground; and,

WHEREAS, the award of funds as specified in Section 4 of this Agreement

(“Grant Funds”) is contingent upon Grantee complying with all terms and conditions of this Agreement, which includes Grantee satisfying all of the Grant Scope/Cost Estimate Form representations contained in Appendix G of Grantee’s Application.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, County and Grantee agree to the foregoing and as follows:

1. All Recitals contained herein above are incorporated into and made a part of this Agreement as terms and conditions.
2. Grantee may utilize the Grant Funds to complete the Project within three years from the Effective Date of this Agreement and shall return any unspent funds at the end of this three-year period.
3. Grantee shall acknowledge the County’s contribution to the Project by placing a plaque, which shall first be reviewed and approved by County, in a prominent public place at the Project location identifying County as a sponsor of the Project;
4. Grantee warrants and represents that it shall expend all Grant Funds in accordance with the terms of this Agreement and the All-Inclusive Playground Grant Program Procedural Guide (the “Guide”) (Exhibit A) attached and incorporated herein by this reference. In the event that there are any inconsistencies between the Agreement and the Guide, the provisions of this Agreement shall control.

SECTION 1. PUBLIC PURPOSES

Grantee represents and warrants that it shall use best efforts to secure all the requisite rights and entitlements from public agencies, local government, and the property owner (if any) to construct the Project. The time frames that the playground must be open and accessible to the public are specified in Grantee’s application (Exhibit B), which is incorporated into this Agreement.

SECTION 2. GRANTEE RESPONSIBILITIES

County funding is subject to the following conditions:

- (1) **Responsibility of the Grantee.** Grantee shall ensure that the Project is completed and operated in compliance with all requirements of the Guide, and fully constructed and operational within three years from the date of execution of this Agreement, and Grantee shall act promptly and without delay with respect to such matters in relation to the Project in accordance with the following:

- a. Comply with all laws and Guide requirements, including but not limited to all environmental, health, and safety laws and all provisions of the public contracts code, where applicable.
- b. Comply with best industry practices and manufacturer design and construction specifications for the Project.
- c. Prepare plans and specifications for the Project and construction of the Project using qualified persons with the requisite skills and expertise to complete the Project.
- d. Prepare all environmental documents required for completion of the Project pursuant to the California Environmental Quality Act, National Environmental Policy Act, and any rules and/or regulations promulgated thereunder, where applicable. No funds will be dispersed until these environmental requirements have been fully met.
- e. Secure all approvals, permits, and certifications by government agencies required for completion of the Project, where applicable.
- f. Secure performance and payment bonds in 100% of the amount of the construction contract to assure satisfactory completion of the Project, and the payment of laborers and suppliers of material.
- g. Each year, during construction of the Project, Grantee shall cause a report to be made to the Board of Supervisors showing progress made towards completion of the Project.

(2) Capital Contributions by Parties to Agreement

- a. Grantee shall ensure that any funds in excess of the Grant Funds needed to complete the Project are secured by Grantee and not by County.
- b. No Grant Funds may be used for office space, salary, or administrative expenses incidental to the Project.

(3) Budget Contingency. Performance and/or payment by County pursuant to this Agreement is contingent upon the appropriation of sufficient funds by County for the work covered by this Agreement. If funding is reduced or deleted by County for the work covered by this Agreement, the County may, at its sole discretion and without any penalty or liability, immediately terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

SECTION 3. OPERATION AND MAINTENANCE

Upon completion of Project construction, Grantee warrants, represents, and agrees that it, or its authorized representatives, will operate, manage, and maintain the Project for a period of at least twenty (20) consecutive years from the effective date of this Agreement. Ongoing operation, management, and maintenance is solely the responsibility of Grantee acting by itself or through its authorized representatives.

SECTION 4. COMPENSATION

(1) County will provide the Grantee One Million Five Hundred Thousand Dollars (\$1,500,000) (“Grant Funds”) only in accordance with the reimbursement provisions of the Guide. Grantee shall thoroughly review and develop an understanding of the obligations set out in the Guide, including but not limited to the “Reimbursements” and “Final Reimbursement” sections.

(2) If the amount of compensation in Section 4.1 of this Agreement is less than the Project budget identified in Appendix G of the Application, then a revised grant scope and cost estimate form shall be attached hereto as “Amended Appendix G” to Exhibit B. Amended Appendix G shall set forth the grant scope and cost estimate based on the Grant Funds awarded.

(3) Any Grant Funds not expended pursuant to the terms and conditions of this Agreement shall be returned to County immediately. In addition, if, for whatever reason, the Grantee is unable to ensure the completion of the construction of the Project or is unable to ensure that the all-inclusive playground is operated, managed, and maintained for twenty (20) consecutive years from the date of Project completion (which date must be no later than three (3) years from the effective date of this Agreement), then Grantee shall immediately refund to the County all the Grant Funds, even if such funds have already been expended for the Project.

SECTION 5. RECORDS RETENTION AND AUDIT

(1) Grantee shall maintain Project financial records for audit purposes for three (3) years after completion of the Project or until all claims are settled, whichever occurs last. All records and data shall be available to County upon reasonable notice within five (5) working days of a request by County. Grantee shall repay County with interest at the rate earned on County’s investments for any unauthorized activities disclosed by audit or inspection, including the cost of the audit, within thirty (30) days of demand by County.

(2) Grantee shall maintain Project records related to maintenance and access for audit purposes for twenty (20) years after completion of the Project. All records and data shall be available to County upon reasonable notice within five (5) working days of a request by County.

Audits may be conducted at the discretion of the Director of the Santa Clara County Parks

All-Inclusive Playground Grant Agreement (Program Two-Round 2)

By and Between City of Sunnyvale and
the County of Santa Clara

pg. 4 of 16

and Recreation Department (“Department”). The audits may take two forms: a walk-through inspection of the Project and informal review of the Project records by Parks and Recreation Department staff, and/or a formal audit conducted by either County staff or a consultant. Grantee should be prepared for either or both types of audits. A walk-through inspection may occur at the beginning of a Project, prior to approval of the final reimbursement request, or at periodic intervals during construction and the period of time during which the playground must serve as an all-inclusive playground. A formal audit may occur as deemed necessary by the Department Director.

SECTION 6. INDEMNIFICATION.

Grantee covenants, warrants, represents, and agrees that it shall indemnify, defend, save and hold harmless the County and all of its employees, officers, directors, attorneys, agents, contractors, successors and assigns in accordance with the indemnification provisions of Exhibit C, which is incorporated herein and made a part of this Agreement by this reference.

SECTION 7. TERM OF AGREEMENT

This Agreement is effective as of the date of its full execution and shall terminate three (3) years from the date of execution, unless otherwise terminated earlier pursuant to the terms of this Agreement.

SECTION 8. NOTICES

Any notices provided herein, except as specified in Section 24(g), shall be deemed received when mailed or delivered to the respective Parties addressed as follows:

<u>County OF SANTA CLARA</u>	<u>City of Sunnyvale</u>
Director Parks and Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 Phone: (408) 355-2220	Kent Steffens, City Manager Department of Public Works Parks and Trees Division P.O. Box 3707 Sunnyvale, CA 94088-3707 Phone: (408) 730-7480

SECTION 9. MISCELLANEOUS

(1) **Entire Agreement.** This document represents the entire agreement between the Parties in relation to the subject matter contained herein. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

(2) **Amendments.** This Agreement may only be amended by a written

instrument signed by authorized representatives of both Parties.

(3) **Conflict of Interest.** Grantee shall comply, and require its contractors, employees, agents, representatives, subcontractors and consultants to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

a. In accepting this Agreement, Grantee covenants, warrants, represents, and agrees that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Grantee further covenants that, in the performance of this Agreement, it will not employ any contractor, consultant or person having such an interest. Grantee, including but not limited to Grantee's employees, contractors, subcontractors and consultants, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

b. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Grantee shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to its Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the Grantee under this Agreement. Grantee shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Grantee shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the Grantee.

c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Grantee shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations including, as required, filing of Statements of Economic Interests within 30 days of commencing any work pursuant to this Agreement, annually by April 1, and within 30 days of their termination or cessation of work pursuant to this Agreement.

All-Inclusive Playground Grant Agreement (Program Two-Round 2)

By and Between City of Sunnyvale and
the County of Santa Clara

pg. 6 of 16

(4) **Governing Law, Venue.** This Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed, and enforced in accordance with the law of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in Santa Clara County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.

(5) **Assignment.** No assignment of this Agreement or of any of the rights or obligations hereunder shall be valid without the prior written consent of County.

(6) **Waiver.** No delay or omission by either Party hereto to exercise any right occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

(7) **Non-Discrimination.** Grantee represents, warrants and agrees that it and its contractors, consultants and representatives shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Grantee represents, warrants and agrees that it shall not discriminate against any contractor, subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Grantee also represents, warrants, and agrees that it shall not discriminate in provision of work performed in relation to this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(8) **County No-Smoking Policy.** Grantee and its employees, agents, contractors, subcontractors and consultants, shall comply with County's No- Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time).

(9) **Food and Beverage Standards.** Except in the event of an emergency or medical necessity, County's nutritional standards shall apply to any foods and/or beverages purchased by Grantee with Grant Funds for County-sponsored meetings or events.

(10) **California Public Records Act.**

a. All documents and records provided to or made available to County under this Agreement become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Grantee proprietary information is contained in documents submitted to County, and Grantee claims that such information falls within one or more CPRA exemptions, Grantee must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, County will make reasonable efforts to provide notice to Grantee prior to such disclosure. If Grantee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required at its own cost, liability, and expense to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before County responds to the CPRA request. If Grantee fails to obtain such a remedy before County responds to the CPRA request, County may disclose the requested information and shall not be liable or responsible for such disclosure.

b. Grantee further warrants, represents, and agrees that it shall defend, indemnify, and hold County harmless against any and all claims, actions, or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for any information arising from any representation, or any action (or inaction), by the Grantee, its contractors, consultants, employees, agents, or representatives.

(11) **No Third-Party Beneficiaries.** This Agreement shall not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties signing this Agreement. Subcontractors, sponsors, and affiliates shall have no right or claim attaching to this Agreement or to the Grant Funds and are not third-party beneficiaries of or to this Agreement.

(12) **Relationship of the Parties.** The Parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the Parties as joint venturers, partners, agents, a joint enterprise, employer-employee, or lender-borrower. Grantee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Grantee nor any person using or involved in or participating in the Project or in the use of the Grant Funds shall be deemed a third party beneficiary to this Agreement nor an employee or agent of County, nor shall any such person represent himself or herself to others as a third party beneficiary to this Agreement or as an employee or agent of County.

(13) **No Indemnification and Insurance by County.** Nothing contained in this Agreement is to be construed as an indemnification by County for any loss, damage, injury, or death arising out of or caused, in whole or in part, by the County or its Board of Supervisors, officers, executives, attorneys, employees, agents, representatives, contractors or subcontractors. Nothing contained herein shall be construed to, and nothing shall, obligate the County to provide any insurance, indemnity or protection for or on behalf of any third party, the Project or the property owner.

(14) **Subcontractors.** If any obligation is performed for or on behalf of Grantee through a consultant, contractor, or subcontractor, Grantee shall remain fully responsible for the performance of all obligations under this Agreement and Grantee shall be solely responsible for all payments due to its contractors, consultants, or subcontractors. No contract, subcontract or other agreement entered into by Grantee with any third party in connection with this Agreement, or for or in relation to the use of the Grant Funds, shall provide for any indemnity, guarantee, or assumption of liability by, or other obligation of, County with respect to such arrangement. No contractor, consultant, or subcontractor shall be deemed a third-party beneficiary for any purposes under or to this Agreement.

(15) **Nonexclusive Agreement.** Grantee agrees that this Agreement is non-exclusive, and County may at any time, in its sole discretion, enter into agreements with other parties for any purpose deemed to be in the best interest of the County.

(16) **Paragraph Headings.** The headings and captions of the various paragraphs and subparagraphs hereof are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

(17) **Cumulative Remedies.** The rights and remedies of the parties to this Agreement, whether pursuant to this Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

(18) **Counterparts and Electronic Signatures.** This Agreement may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

(19) **Construction/Severability.** This Agreement shall not be construed more strongly

All-Inclusive Playground Grant Agreement (Program Two-Round 2)

By and Between City of Sunnyvale and
the County of Santa Clara

against either Party regardless of who is more responsible for its preparation. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.

(20) **Authority.** Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained in this Agreement and that the persons signing below are authorized to sign on each party's behalf.

(21) **Office of Foreign Assets Control Compliance.** Grantee represents to County that: (a) Grantee and each of the Grantee Representatives are not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (b) Grantee, and the Grantee Representatives, are not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

(22) **County Regulatory Authority.** Grantee acknowledges and agrees that County, acting not as landlord but in its governmental regulatory capacity, has certain governmental regulatory authority over the Premises and that nothing in this Agreement binds the County to exercise or refrain from exercising this discretionary governmental authority in any particular manner.

(23) **Bribery Clause.** Grantee certifies, represents and warrants that Grantee and the Grantee Representatives have not been convicted of bribery or attempting to bribe an officer or employee of the County or any other municipality or state entity nor has Grantee or any of the Grantee Representatives made an admission of guilt of such conduct which is a matter of record.

(24) **Wage Theft Prevention.**

a. **Compliance with Wage and Hour Laws.** Grantee, and any Grantee Representatives it employs or contracts with to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

b. **Final Judgments, Decisions, and Orders.** For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

All-Inclusive Playground Grant Agreement (Program Two-Round 2)

By and Between City of Sunnyvale and
the County of Santa Clara

c. **Prior Judgments against Grantee.** By signing this agreement, Grantee affirms that it has disclosed any final judgments, decisions, or orders from a court or investigatory government agency finding—in the five years prior to executing this agreement—that Grantee has violated any applicable wage and hour laws. Grantee further affirms that it has satisfied and complied with—or has reached agreement with the County regarding the manner in which it will satisfy—any such judgments, decisions, or orders.

d. **Judgments During Term of Contract.** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Grantee or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Grantee learns of such a judgment, decision, or order that was not previously disclosed, Grantee must inform the Office of the County Executive—Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Grantee and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive—OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Grantee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

e. **County’s Right to Withhold Payment.** Where Grantee has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, County reserves the right to withhold payment to Grantee until such judgment, decision, or order has been satisfied in full.

f. **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

g. **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

(25) **Prevailing Wage.** Grantee acknowledges and agrees that work performed under this Agreement may be considered a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. Grantee has included (and will include) consideration for this obligation in calculating compensation under this Agreement, if such prevailing wage requirements are applicable. Grantee is solely responsible and liable for ensuring compliance with all applicable prevailing

All-Inclusive Playground Grant Agreement (Program Two-Round 2)

By and Between City of Sunnyvale and
the County of Santa Clara

wage laws. County may at any time, without obligation to do so, audit Grantee to verify whether Grantee is in compliance with prevailing wage laws. Grantee shall cooperate with all such audits, including making available and providing copies, during the period 9:00am to 5:00pm, Monday through Friday, any and all records requested by County to verify compliance promptly upon request, but not later than seventy-two hours after such request.

(26) **Insurance.** Grantee shall provide insurance and comply with all insurance and other terms and conditions set out in the attached Exhibit C.

(27) **Exhibits.** The following exhibits are attached to this Agreement and are incorporated herein by this reference.

Exhibit A -- All-Inclusive Playground Grant Program Procedural Guide

Exhibit B -- Grant Application

Exhibit C – Insurance Requirements and Proof of Insurance

(28) **Survival.** All terms and conditions that by their nature should survive termination or expiration of this Agreement, shall so survive including but not limited to Sections 1, 2, 3, 5, 6, 8, and 9 inclusive.

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////SIGNATURES FOLLOW ON NEXT PAGE////

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as provided below, effective as of the last date signed by all the Parties (“Effective Date”).

Grantee:

DocuSigned by:

Kent Steffens

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Kent Steffens, City Manager
City of Sunnyvale, a municipal corporation

Dated: 9/1/2020

COUNTY OF SANTA CLARA:

DocuSigned by:

Sylvia Gallegos

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Sylvia Gallegos
Deputy County Executive

Date: 9/4/2020

Approved as to form and legality:

DocuSigned by:

Tony LoPresti

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Tony LoPresti
Assistant County Counsel

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM

PROGRAM TWO-ROUND 2

For Districts 1, 2 & 3

Procedural Guide

Revised per 9/10/19 Board of Supervisor's Meeting

County of Santa Clara



Administered by the
Parks and Recreation Department

**Application due date: ~~August 30, 2019~~
Extended to November 15, 2019**

TABLE OF CONTENTS

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM	1
<i>Purpose and Funding</i>	1
<i>Applicant Eligibility</i>	1
<i>Mandatory Registration</i>	2
<i>Mandatory Technical Workshops</i>	2
<i>Project Eligibility Criteria</i>	2
<i>Available Grant Funds</i>	3
<i>Grantee Match</i>	3
<i>What can I use to match an AIPG grant?</i>	3
<i>In-Kind Contributions</i>	3
<i>Project Savings</i>	4
<i>Property Owner Approval</i>	4
<i>Authorized Representative</i>	4
<i>Grant Scope/Cost Estimate</i>	4
<i>Reservations</i>	4
<i>Execution of Grant Agreement</i>	5
<i>CEQA</i>	5
<i>Multi-Lingual Signage</i>	6
<i>Insurance</i>	6
<i>Prevailing Wages</i>	6
<i>Timeline for Project Completion</i>	6
<i>Progress Reports</i>	6
<i>Changes to Grant Agreement Term</i>	6
<i>Operation and Maintenance</i>	7
<i>Funding Assistance Acknowledgement</i>	7
<i>Reimbursements</i>	7
<i>Final Reimbursement</i>	8
<i>Accounting Requirements</i>	8
<i>Record Retention</i>	8
<i>Application Packet Submittal</i>	10
<i>Competitive Review Process Timeline</i>	11
APPENDIX A: <i>Accessible Play Areas</i>	12
APPENDIX B: <i>ASTM POLICIES</i>	13
APPENDIX C: <i>All-Inclusive Playground Grant Program Policies</i>	14
APPENDIX D: <i>APPLICATION PACKET REQUIREMENTS AND CHECKLIST</i>	16
APPENDIX E: <i>ALL-INCLUSIVE PLAYGROUND APPLICATION FORM</i>	17
APPENDIX F: <i>PROJECT PROPOSAL</i>	18
APPENDIX G: <i>GRANT SCOPE/COST ESTIMATE FORM</i>	21
APPENDIX H: <i>FUNDING SOURCES FORM</i>	22
APPENDIX I: <i>EVALUATION FACTORS</i>	23
APPENDIX J: <i>SAMPLE GRANT AGREEMENT</i>	24

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM

Purpose and Funding

The Board of Supervisors of the County of Santa Clara established the All-Inclusive Playground Grant Program (AIPG) in 2017 to provide grants to local cities, school districts, non-profits and/or other governmental entities interested in building all-inclusive playgrounds in their communities located within Santa Clara County. This funding opportunity serves as a catalyst to communities within the County to provide facilities of regional significance for seniors, children and parents with disabilities.

For AIPG Program Two, a cumulative total of up to \$10 million in matching funds was made available Countywide, allocated among supervisorial districts. Up to \$2 million in matching funds was made available in each supervisorial district. On December 18, 2018, the Board fully allocated funds for District 4 and District 5, and partially allocated funding for District 1 and District 2.

The Board of Supervisors awards grants on a competitive basis following staff review and the All-Inclusive Playground Grant Review Committee (Review Committee) recommendation. The Board of Supervisors is not obligated to fund any AIPG projects, even if the project has been deemed eligible for funding by the Review Committee or County staff. One or more grant projects may be awarded per district.

The program is governed by any existing or future policies and procedures that may be approved or amended from time to time by the Board of Supervisors. See Appendix C.

The Board of Supervisors, by approving this program, hereby designates the Director of the Parks and Recreation Department as the administrator and manager of the All-Inclusive Playground Grant Program, using funds other than Park Charter funds.

Applicant Eligibility

Local public agencies and non-profit corporations with 501(c)(3) certification are eligible to apply for grant funds for projects that will be constructed within the geographical limits of Santa Clara County.

Mandatory Registration

Applicants must register their intent to apply by emailing the organization name, a contact name with email and phone number, and a one or two sentence project description to grant@prk.sccgov.org. All registration requests must be received by the date indicated in the Competitive Timeline.

Mandatory Technical Workshops

Several AIPG technical workshops were offered on April 24 and 30, 2019, and May 8, 2019, with the intent of providing prospective applicants with technical information regarding the grant program and application packet filing process. Attendance at one of the workshops is mandatory. The same material was covered at each workshop, so it was not necessary to attend more than one.

Applicants who have attended a previous workshop have already met the eligibility requirement. No additional Technical Workshops will be offered.

Project Eligibility Criteria

1. The project must be located within the geographical limits of Santa Clara County.
2. The playground must be accessible to the public on a non-discriminatory basis.
3. The project must conform with the US Access Board Play Guide (Appendix A).
4. The project must comply with ASTM Policies, its equivalent or better (see Appendix B, section 105.2.3).
5. The Project must be for a regionally serving playground that includes elements that make the playground accessible not only to the 10% of those with disabilities in wheelchairs, but also to the 90% of those with disabilities who are not in wheelchairs. The design must include elements to address the needs of people with Autism Spectrum Disorder, Sensory Challenges, Visual and Auditory Impairments, Cognitive, Developmental and Physical Disabilities.
6. The Project must include a design that goes above and beyond minimum standards set by the Americans with Disabilities Act, to ensure that seniors, children and parents with disabilities can truly make use of the playground.
7. The Project must include a plan for long-term playground maintenance and upkeep that is funded by sources other than the grant funds.
- ~~8. The Project must be accessible to the public a minimum of 65% of the year or 237 accumulated days per year. For schools, after-school days count as a half-day with weekends and holidays counting as full days. A typical 36-week school year equates to 274 accumulated days of public accessibility or 75%. The minimum accessibility requirement is 65%.~~

Available Grant Funds

For AIPG Program Two-Round 2, matching funds not utilized in Program Two-Round 1 are available in the following supervisorial districts:

- District 1 - \$1,328,750
- District 2 - \$1,000,000
- District 3 - \$2,000,000

One or more grant projects may be awarded per district. These are matching funds only. A Grant award may fund up to fifty percent of actual project expenditures incurred, but such award shall not exceed the funding limits per District. Applicants may request different amounts, but no more than the amount available in each district may be awarded to any single project.

Grantee Match

The Match is one Applicant dollar to one AIPG dollar for all AIPG grants. This is a reimbursement program. Up to fifty percent of the actual project expenditures, not to exceed the Grant award amount, may be reimbursed in accordance with the **Reimbursements** section of this Procedural Guide. If actual Project costs exceed the Grantee's original estimate of Project costs stated in the Grant Application, these excess costs will not be reimbursed. The basis for the County's matching fund contribution will be solely determined by the Project cost estimate presented in the Grant Application. However, if the final costs are less than this estimate, Grantee may receive less than the full grant award amount (as solely determined by the County).

There may be an exception to the cash match requirement for school districts and/or individual schools serving predominately lower income families as defined by having 50% or more students eligible for free and reduced-priced meals.

What can I use to match an AIPG grant?

The Applicant may include cash and funds from other grant programs to cover their Project costs. While not all funding must be in place to apply for the grant, a funding plan to secure all funds necessary to complete the project must be in place. A list of amounts, sources and dates of availability, for both currently available and expected project funds is required (Appendix H).

In-Kind Contributions

In-kind contributions and services (such as volunteer labor, administration staff time devoted to managing the project, etc.) shall not be counted as matching contributions from the Grantee. Applicants may discuss any in-kind contributions to their Project in the budget section of the Project Proposal (Appendix F), but it will not be counted. Only items which are funded by Grantee cash or other non-County grant funds are eligible to be considered as

'hard costs' for purposes of determining grant award budget qualification and must be listed in the Grant Scope/Cost Estimate Form (Appendix D).

Project Savings

The basis for the County's matching fund contribution will be solely determined by the Project cost estimate presented in the Grant Application. However, if the final costs are less than this estimate, Grantee may receive less than the full grant award amount (as solely determined by the County).

Property Owner Approval

Where Projects are located on property not owned by the Grantee, then Grantee must submit as a part of their/its application, a copy of a signed written approval from the property owner granting a license or lease for the playground Project intended and such agreement shall provide a minimum term of 20 years in duration. The property owner will be required to sign the Grant Agreement if grant funds are awarded.

Authorized Representative

A governing body Resolution authorizing the "Authorized Representative" to execute a Grant Agreement must be submitted prior to the execution of a Grant Agreement, if an award is made (Reference Appendix E). If a governing body Resolution cannot be obtained prior to the application submittal, a Certification Letter or copy of ordinance authorizing the "Authorized Representative" to apply for grant funding must be submitted.

Grant Scope/Cost Estimate

The Grant Scope/Cost Estimate Form (Appendix G) establishes the expected deliverables for project completion if a grant is awarded. To be eligible for reimbursement, work items funded by the grant must be listed on the Grant Scope/Cost Estimate Form. Describe each work item listed on the Grant Scope/Cost Estimate Form using phrases such as

"Construct a new

....."

"Purchase and install

....."

Provide a cost estimate for each work item listed on the Grant Scope/Cost Estimate Form. The estimated total project cost on the Grant Scope/Cost Estimate Form must equal the estimated total project cost listed on the AIPG Application Form.

Reservations

The County reserves the right to make changes to this process without liability, obligation or requirement to pay any costs incurred by any

applicant in applying for grant funding, including but not limited to:

1. Reject all applications without any reason for the rejection.
2. Ask the applicant to revise or modify its application.
3. Modify, in the final Grant Agreement, any terms and/or conditions described in this Procedural Guide.
4. Terminate this process at any time for the convenience of the County.
5. Change any of the procedures or process described in this Manual

Execution of Grant Agreement

Prior to funding, Grantee shall execute the legally binding Grant Agreement, without Grantee modification, which includes the Grant Scope /Cost Estimate for the project, a sample of which is attached herein as Appendix J. The scope of work cannot be materially changed once the grant is awarded and the Grant Agreement is executed.

Grant applicants should carefully review the terms of the template Grant Agreement attached to this Procedural Guide (Appendix J) before completing the application packet.

The final Grant Agreement between the County and the Grantee will include any special conditions imposed during the grant approval process that must be completed in order to close out the Grant Agreement and receive reimbursement funds.

Once Applicant has been given a Grant Agreement, it must be signed and returned to the County's Grant Program Administrator, for County execution. Only the Board of Supervisors can approve the Grant Agreement. Funds are not committed until the Grant Agreement is fully executed by the County.

CEQA

Grant projects require compliance with the California Environmental Quality Act (CEQA). Check with your local city or county planning agency for more information on how to complete CEQA. Although CEQA does not need to be completed prior to submitting a grant application, prior to construction or any grant funds being disbursed, CEQA must be completed. If you have completed CEQA, please submit one of the documents listed below with your application. If CEQA is not completed, the applicant shall describe any steps taken to comply with CEQA, including but not limited to:

1. Notice of Exemption filed with, and stamped by, the county clerk, *or*
2. Initial Study with a Negative Declaration and a copy of the Notice of Determination filed with, and stamped by the county clerk, *or*
3. Initial Study and an Environmental Impact Report and a copy of the Notice of Determination filed with and stamped by the county clerk.

Multi-Lingual Signage

Projects must include publicly accessible/viewable multi-lingual signage appropriate to the diverse community where the project is located. This could include providing information regarding playground usage, as well as wayfinding or directional signage, including for play areas that may be located away from the street.

Insurance

Grantees must comply with all insurance and indemnity requirements set out herein and in Appendix J.

Prevailing Wages

All agreements with third parties for work or services needed to complete the grant project must include an obligation of the contractor to meet and comply with applicable state of California prevailing wage laws. For more information on prevailing wage, Grantees should visit the State of California Department of Industrial Relations website at: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Timeline for Project Completion

Grant projects cannot commence until the Grant Agreement has been fully executed. Grant projects must be completed within three (3) years from the date of execution of the Grant Agreement. If the project cannot be completed within the required timeframe, the grantee forfeits all right or entitlement to receive any reimbursement of costs from the County under this grant program and the Grant Agreement.

Progress Reports

Grantees will be required to submit written progress reports to the designated County Parks and Recreation Department Grants Program Administrator, on at least an annual basis during the Term of the Grant Agreement. At the request of the County, Grantees may also be required to present progress reports in open session at regularly scheduled Board of Supervisors meetings.

Changes to Grant Agreement Term

Within three years from the date of execution of the Grant Agreement, Grantee must complete the project and demonstrate the project to be fully usable for its intended purpose as an all-inclusive playground. The County, without the obligation to do so, may approve an extension of the term of the Grant Agreement for reasonable delays not within the control of the grantee. The grantee must request the extension within the first 32 months from the date of Grant Agreement execution.

Operation and Maintenance

Upon completion of the grant project, the grantee must the grantee must ~~open the All-Inclusive Playground to the public, and~~ continuously operate and maintain the Playground for the benefit of the public for a period of at least twenty (20) years. On-going maintenance, operation, management, repair and improvement of the Playground is solely the responsibility of the grantee.

Funding Assistance Acknowledgement

Grantees are required to publicly acknowledge the County of Santa Clara funding assistance. The primary recognition will be a plaque permanently affixed at a prominent location on the project site, visible to the public. The County must approve the sign design prior to installation. Additionally, grantees must give credit to the County in project-related materials including newsletters, brochures, and internet messages regarding the project for which AIPG funds were used. The acknowledgement credit shall read: "This project made possible in part by a grant from the County of Santa Clara's All-Inclusive Playground Grant Program." The Grantee must notify the County of any public dedication events at least 30 days in advance and must give the County the opportunity to participate. The Grantee must also provide the County with a copy of any project related press/media release.

Reimbursements

Grantees must keep accurate accounting records of all AIPG project expenditures in accordance with Generally Acceptable Accounting Practices ("GAAP") or GAAP equivalent. Grant funds are issued on a reimbursement basis only, based upon completion of the Grant Agreement requirements. No advanced funds are issued. Reimbursement is limited to actual expenditures paid by Grantees for work approved in the "Grant Scope" of the Grant Agreement and listed in the Grant Scope/Cost Estimate Form included with the application packet. These claimable expenditures must be incurred within the contract performance period.

When to make your first reimbursement request. Grantee shall only request reimbursement after first having constructed at least 30 percent of the Project. Documentation substantiating construction and claimable expenditures must be provided with the first reimbursement request.

Reimbursements on a bi-annual basis. Grantees may submit requests for reimbursement to the County on a bi-annual basis when the Project has accrued claimable expenditures exceeding \$1,000 during the previous six-month period. The submittal dates are January 1st and July 1st. Grantees must provide:

1. Itemized invoice(s) requesting reimbursement of eligible costs. Itemizations must clearly show the relationship between the expenditures and the grant scope of work in the Grant Agreement.
2. Clear copies of grant project invoices directed to the grantee.

3. Evidence that all invoices have been paid. For example, a clear copy of both sides of a check or warrant issued to pay said invoices, or a receipt evidencing such payment. Bank account statements will not be accepted.

If the reimbursement request is satisfactory, the County will endeavor to provide payment to the grantee within sixty days of a complete submittal.

Final Reimbursement

Upon Project completion, the Grantee must submit a final reimbursement request that includes all the items required in a standard reimbursement request and at least four photographs of the completed project and additional photographs of the permanently installed AIPG funding acknowledgement sign.

Final reimbursement requests must be submitted at least thirty (30) days prior to the expiration of the three-year time period required for completion of the project. It is the responsibility of the grantee to be knowledgeable of the deadlines for completing the project and for timely submitting information, documents, and invoices to County.

Accounting Requirements

Using GAAP or GAAP equivalent, Grantees are responsible for maintaining fiscal controls and fund accounting procedures that will show the following:

1. The disposition of the funds used to complete the project.
2. The total costs of the grant project or undertaking in connection with which such funds are given or used.
3. The amount and nature of that portion of the grant project cost supplied by other sources.
4. Any other records and controls that will facilitate an effective audit by the County or any third parties.

The fiscal controls and accounting procedures used to record grant project costs and fund receipts should, at a minimum, be based on generally accepted accounting standards and principles. County may require additional accounting or controls.

Record Retention

The grantee must maintain grant project records (including paper and electronic media, as appropriate) showing compliance with all aspects of the Grant Agreement and these Guidelines for three (3) years after completion of the grant project or until all claims are settled, whichever occurs last.

All grant project records must be made available to the County within five (5) working days of the County's reasonable notice. If the County determines that the grantee used the grant for ineligible costs, or other terms of the Grant Agreement were breached, the County may take any action permitted under the law or authorized actions under the Grant Agreement, including but not limited to

requiring the grantee to repay the grant, with interest at the rate earned on County's investments, and the cost of the audit.

All applications and documentation submitted with the applications (including any and all information contained therein) become the exclusive and sole property of the County. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If proprietary information is contained in documents submitted to County, and Applicant claims that such information falls within one or more CPRA exemptions, Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing the information, prior to submitting such documents or information to the County. In the event of a request for such information, the County will make reasonable efforts to provide notice to Applicant prior to such disclosure. Applicant shall have no more than three (3) calendar days from the date of County's notice to inform County that applicant believes such information to be exempt from disclosure under the CPRA and to thereafter immediately file and obtain approval of a motion in a court of law within Santa Clara County for a temporary restraining order or injunction to prevent County from releasing said information or documents; otherwise, the information/documents will be released. Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Applicant.

Application Packet Submittal

This process does not commit the County to fund, nor does it commit the County to pay, any cost incurred in the submission of an application, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies.

Furthermore, no reimbursable cost may be incurred in anticipation of grant funding. All costs associated with the application preparation are solely the responsibility and liability of the submitting applicant.

- **All Applicants registered before the registration deadline will receive an electronic application packet with all required application forms and the official invitation to apply. The only means of submitting an application for consideration is to respond to the application invitation sent out by Staff. Hard copies, faxes or uninvited emailed submissions will NOT be accepted.**
- Complete the AIPG Application Form (Appendix E) and prepare a project proposal addressing the questions in Appendix F. Do not make any modifications to the order, format, font size, or content of the AIPG Application Form. If modifications are made, the grant application will not be considered.
- The applicant must designate an Authorized Representative to sign the AIPG Application Form. This person will be responsible for executing all documents, including the Grant Agreement, and has the authority to legally bind the applicant.
- The application packet should be presented in the order indicated in Appendix D: “Application Packet Requirements and Checklist,” and keyed to a table of contents. If a Checklist item does not apply, note “N/A” and provide a brief explanation why the item is not applicable. The Application Checklist should be submitted as part of the grant application packet to assist staff in determining the completeness of the application.
- Submit only the items shown in the Checklist. Do not submit supplementary materials, such as PowerPoint presentations, videos, or letters of support.
- Number all pages. Hand numbered pages are acceptable.
- Applicants may submit an application for more than one playground site, but not multiple applications for the same playground. A separate application packet must accompany each project therefore each project must be registered with Staff.

Application Submissions from Registered Applicants must be signed and received by 5:00 p.m. on November 15, 2019.

Competitive Review Process Timeline

(Note: Timeline is an estimate only.) Updated 9/10/19

April 10, 2019	Grant Procedural Guide released Mandatory Registration window opens
April & May	Mandatory Technical Workshops held (day and evening) (Attendance at only <u>one</u> workshop is required.)
November 1, 2019	Registration window closes (Applicants must be registered to receive the electronic application invitation.)
November 15, 2019	Application Deadline – Electronically signed by 5pm (Pacific DST)
November/December	Staff screens submitted applications for completeness and makes notifications
Within 14 days	Window for Applicants to rectify any incomplete application issues after receiving notice from Staff
Dec 2019/Jan 2020	Review Committee reviews applications and asks clarifying questions as needed
Within 10 days	Window for Applicants to respond to any Review Committee questions after receiving notice from Staff
February 2020	Review Committee meets and makes recommendations
March 2020	Staff presents recommendations to the Board of Supervisors for approval
March 2020	Award notifications made by Staff
Within 60 days	Window for Awardees to sign Grant Agreement once notified of award by Staff

APPENDIX A: Accessible Play Areas
**A Summary of Accessibility Guidelines for Play Areas by the
U.S. Access Board**

These guidelines are found online at:

<https://www.access-board.gov/attachments/article/1369/play-guide.pdf>

APPENDIX B: ASTM POLICIES

ADA Standards , Chapter 105 Referenced Standards, Section 2. 3

<https://www.access-board.gov/guidelines-and-standards/transportation/facilities/about-the-ada-standards-for-transportation-facilities/ada-standards-for-transportation-facilities-single-file>

APPENDIX C: All-Inclusive Playground Grant Program Policies **County of Santa Clara**

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM POLICIES

Policy 1

The All-Inclusive Playground Grant Program will provide matching funds to assist cities, non-profits, school districts and other governmental entities located and operating in Santa Clara County in building all-inclusive playgrounds in their communities.

Policy 2

After review and screening by the Parks and Recreation Department, qualifying applications will be forwarded to the Review Committee. Prospective grantees will be recommended to the Board of Supervisors by the Review Committee.

Policy 3

A Grant award may fund up to fifty percent of actual project expenditures incurred, but such award shall not exceed the funding limits per District, as set out in the All-Inclusive Playground Grant Program Procedural Guide.

Policy 4

Grant proposals must include a plan for long-term playground maintenance and upkeep that is funded beyond the scope of the grant. All incurred costs related to upkeep and maintenance is the responsibility of the grantee.

Policy 5

The capacity of an organization to complete the grant project within the designated period is weighed in the evaluation process.

Policy 6

The Review Committee will consider the staff recommendations in evaluating the grant proposals.

Policy 7

All-Inclusive Playground Grant Program Project Agreements will have a three-year term. Funds are not committed until the Project Agreement is executed.

Policy 8

Grant funds will be issued on a reimbursement basis only in accordance with the All-Inclusive Playground Grant Program Procedural Guide and based upon completion of the Project Agreement funding requirements. No advanced funds will be issued.

Policy 9

Applicants must submit annual progress report(s) outlining progress made towards the completion of the grant project.

Policy 10

One (1) All-Inclusive Playground Grant Program project agreement extension for a term no longer than three (3) years may be granted only under special circumstances. If the project cannot be completed within the required timeframe, unused grant funds will be returned to the All-Inclusive Playground Grant Program Funds

Policy 11

Annually in June, grant administration staff will report to the Board of Supervisors on the status of the program, and formally rollover any unallocated funding to the next fiscal year.

APPENDIX D: APPLICATION PACKET REQUIREMENTS AND CHECKLIST

<input type="checkbox"/> Registered by November 1, 2019 <input checked="" type="checkbox"/> Attended a Technical Workshop	
1. <input type="checkbox"/>	Application Form. Appendix E. Part 1 of 2 only (Part 2 - Signature Page will be provided in DocuSign.)
2. <input type="checkbox"/>	Resolution/Certification. Resolution or Certification Letter authorizing the "Authorized Representative" to apply for grant funding.
3. <input type="checkbox"/>	F1. Project Proposal. Appendix F. Written project proposal with responses to each of the evaluation factors in the order in which they appear. 10 pages maximum.
4. <input type="checkbox"/>	F2. Photos of Project Site. Include a minimum of four (4) color photographs in 4" x 6" format of the project site and site context presented in 8.5" x 11" format with descriptions. No more than two photographs per page.
5. <input type="checkbox"/>	F3. Project Use Diagram. Provide plan of the project area and proposed uses of each area, specifically designated public access areas and proposed use of other areas.
6. <input type="checkbox"/>	Timeline. Provide a project timeline with detailed schedule of project activities enumerated (such as design, engineering, construction) for project completion.
7. <input type="checkbox"/>	Grant Scope/Cost Estimate. Appendix G. Should be detailed enough to identify each project work item and must be consistent with the timeline.
8. <input type="checkbox"/>	Funding Sources Form. Appendix H. List the funding sources that will be used to finance the grant project.
9. <input type="checkbox"/>	Public Access Schedule. Attach a schedule of public accessibility, including hours of operation. Minimum requirement is 65% per calendar year or 237-accumulated days per year.
10. <input type="checkbox"/>	CEQA. (Reference CEQA section). If you have completed CEQA, please submit documentation with your application. If CEQA is not completed, please describe any steps taken to comply with CEQA.
11. <input type="checkbox"/>	Required Regulatory Permits. Attach a list of existing and additional permits required to complete the grant project, if applicable, the status of each, and indicate when permit approval would occur.
12. <input type="checkbox"/>	Property Owner Approval. Attach lease, license, or agreement executed by property owner and applicant committing the use of the property for a minimum of 20 years for use as an all-inclusive playground on a continuous uninterrupted basis.
13. <input type="checkbox"/>	Operation and Maintenance. See Appendix F. Include a schedule and/or narrative relevant to the project operation and maintenance timeline.
14. <input type="checkbox"/> N/A <input type="checkbox"/>	Non-Profit Certification. For all Non-Profit applicants, attach copy of the organization's tax-exempt certification (e.g. 501 (c)(3) IRS letter).

APPENDIX E: ALL-INCLUSIVE PEAYGROUND APPLICATION FORM

APPLICATION FORM			
Grant Applicant <i>(Entity Applying)</i>			
Project Name		Requested Grant Amount <i>(Appendices G & H)</i>	\$
Applicant Mailing Address		Grantee Match <i>(Appendices G & H)</i>	\$
Project Physical Address		Other Funding Sources <i>(Appendix H)</i>	\$
Project Cross Streets		Total Project Amount <i>(Appendix G)</i>	\$
Applicant Contacts	Printed Name and Title	Phone	Email Address
Director/ President/CEO:			
Day-to-Day Administrator of Grant:			
Authorized Representative: <i>(As shown in Resolution or Certification Letter.)</i>			
<p>GRANT SCOPE: I/we represent and warrant that this Application Package describes the intended use of the requested grant to complete the project items listed in the attached Cost Estimate Form and if such grant is awarded I/we fully intend and shall comply with all terms and conditions of the All-Inclusive Playground Grant Application and Procedural Guide including the Sample Grant Agreement attached as Appendix J and all other Appendices.</p> <p>I declare under penalty of perjury, under the laws of the State of California, that the information contained in this Application Package, including required attachments, is accurate.</p>			
<p>_____ Signature of Authorized Representative (listed above)</p>		<p>_____ Date</p>	

APPENDIX F: PROJECT PROPOSAL

In conjunction with the All-Inclusive Playground Grant Application Form (Appendix E), the information contained in the project proposal will serve as the project application. Please provide a written response to each of the following evaluation factors in the order in which they appear and cite any studies, reports, or other data that support the responses.

The project proposal should be no more than ten numbered pages (without attachments) on 8 ½" x 11" paper in 12-point Arial font.

1. Project Description

- Describe the proposed project and the specific work items to be funded by the grant.
- Who will be responsible for performing what activities (work items)?

2. All-Inclusive Playground Issues/Need/Public Purpose

- How does the project address the need for accessible spaces for seniors, children and parents with physical or cognitive disabilities within Santa Clara County?
- Describe how the design goes above and beyond minimum standards set by the Americans with Disabilities Act, to ensure that seniors, children and parents with disabilities can truly make use of the playground
- Describe what elements of this project make the playground accessible not only to those with disabilities in wheelchairs, but also those with disabilities who are not in wheelchairs. These should include elements to address the needs of people with Autism Spectrum Disorder, Sensory Challenges, Visual and Auditorium Impairments, medically fragile individuals, Cognitive, Developmental and Physical Disabilities. Specifically identify which elements of your proposed design address which disability. As an example, understanding playground users with autism may get overstimulated with ramps and connected play equipment, what is included in your design to address this?
- How will the project benefit the community and make a regionally significant, long- term contribution to Santa Clara County?

3. Public Access

Explain the general availability of access of this project to the public, including year-round hours of operation, fees charged, Title 1 school programs, disadvantaged community programs, etc.

~~Minimum accessibility requirement is 65% or 237 accumulated days per year. For schools with a 36 week school year, after-school days count as~~

~~a half-day with weekends and holidays counting as full days. A 36-week school year equates to 274 accumulated days of public accessibility or 75%.~~

- Describe how the project includes multi-lingual signage appropriate to the diverse community where the project is located, including providing information regarding playground usage, and wayfinding or directional signage, including for play areas that may be located away from the street.

4. Budget

- Describe the total project cost, and how it was determined, e.g. is the project budget based on concept level estimates, detailed design level estimates, or formal engineers estimate based on construction plans and specifications.
- Summarize the total project costs on the Grant Scope / Cost Estimate Form (Appendix G). Supplemental information may be provided.
- If the project is part of a long-range project (multi-phased), how many phases are required to complete the project?

5. Project Readiness

- Describe the funds currently available to complete the project. While not all funding must be in place to apply for the grant, a funding plan must be in place to secure all funds necessary to complete the project. If sufficient funds are not currently available to complete the project, please describe how much is committed from what source(s) and provide a detailed plan for fund raising that includes your organizations track record and internal or external expertise in fundraising. Please attach a copy of outside funding commitment letters or agreements.
- Summarize the total funding sources on the Funding Sources Form (Appendix H). List the date funds were committed from an entity other than the applicant, if funding has not been formally approved, note TBD under date.
- Describe what permits and entitlements are required for the project, and your progress and plan, if applicable, toward attaining them.
- Provide a project timeline with detailed schedule of project activities enumerated.

6. Long-Term Maintenance and Operation

- Describe the plan for long-term maintenance and upkeep that is funded beyond the scope of the grant.
- What funding sources or other resources will be used to maintain and operate the property in the future?
- Who will be responsible for the maintenance and operation of the property

- Provide an example of your organization's maintenance practices and program for a comparable project.

7. Project Administration/Professional Capability/Schedule

- Describe the personnel and methods to be utilized to carry out the project.
- What individual or team will manage the project from the time the grant is awarded until project completion?
- What experience does this individual or management team have which qualifies them to manage the project?
- Is the proposed project schedule realistic and achievable?
- Describe the status of needed agreements/permits towards the completion of the project.

8. Land Tenure

If the grant applicant is a tenant or operator, provide the lease or agreement executed by the property owner and the tenant/operator that adequately safeguards the twenty-year use requirement and commitment.

APPENDIX H: FUNDING SOURCES FORM

Applicant:		Project Name:	
FUNDING SOURCE		DATE COMMITTED <small>(If applicable)</small>	AMOUNT
AIPG Funding (enter requested amount →)		TBD	\$
Applicant (enter Applicant funding amount →)			\$
Other Funding Sources (List all other sources below, if applicable)			
			\$
TOTAL FUNDING SOURCES Must Equal Estimated Total Project Cost			\$
CONTINGENCY FUNDING (If Applicable)			\$

List the amount and source of funds currently available to complete the project. While not all funding must be in place to apply for the grant, a funding plan must be in place to secure all funds necessary to complete the project.

If sufficient funds are not currently available to complete the project, please list other anticipated sources of funding. List the date funds were committed from an entity other than the applicant; if funding has not been formally approved, note TBD. On a separate sheet, provide a detailed plan for fund raising that includes your organizations track record and internal or external expertise in fundraising.

APPENDIX I: EVALUATION FACTORS

Review Committee will rank the applications according to the following evaluation factors for the sole purpose of making recommendations to the Board of Supervisors. A score sheet will be used to assign point values for each evaluation factor. Assigned point values should be based on the following scales:

<u>Points Possible</u>	<u>Not At All True</u>	<u>Not Adequately</u>	<u>Generally True</u>	<u>Mostly True</u>	<u>Absolutely True</u>
5	0	1	2-3	4	5
10	0	1-3	4-6	7-9	10
15	0	1-5	6-8	10-13	15
20	0	1-6	7-12	13-19	20

PROJECT DESIGN (50 points)

- How well does the project incorporate elements to address the full spectrum of access to address the need for accessible spaces for children and parents with cognitive and physical disabilities within Santa Clara County, not only to the 10% of those with disabilities in wheelchairs, but also to the 90% of those with disabilities who are not in wheelchairs? (0-40 points)
- Quality, functionality and attractiveness of the design (0-10 points)

LOCATION AND ACCESS OF PLAYGROUND (20 points)

- Days and hours of operation throughout the year. (for example, outside of school hours versus a park being open all the time during park hours). (0-10)
- How publicly accessible is the site? For example, is it in a school which restricts access? ~~Minimum access is 65%. Convenient location of the playground within the facility?~~ (0-10)

MAINTENANCE PROGRAM (10 points)

- How well developed is the maintenance program?
- Has applicant demonstrated responsible maintenance practices in comparable projects?

PROJECT READINESS/PROFESSIONAL CAPABILITY (20 points)

- Progress towards attaining permits/entitlements. (0-5 points)
- Feasibility of the funding plan. (0-5 points).
- Is a manageable timeline proposed with a detailed schedule of project activities enumerated? Schedule should be realistic and achievable. (0-5 points)
- How well does the application describe the personnel and methods that will be used to achieve the project objectives? (0-5 points)

The above evaluation factors total 100 possible points.

APPENDIX J: SAMPLE GRANT AGREEMENT

GRANT AGREEMENT BY AND BETWEEN THE GRANTEE and THE COUNTY OF SANTA CLARA

(As amended by County program staff from time to time within its sole discretion,
prior to execution)

This Grant Agreement (“Agreement”) is made and entered into by and between the COUNTY of SANTA CLARA, a political subdivision of the State of California (hereinafter referred to as the “COUNTY”), and _____ (hereinafter referred to as “GRANTEE”). The COUNTY and the GRANTEE are each a “Party” and collectively the “Parties” to this Agreement.

RECITALS

WHEREAS, the GRANTEE signed and submitted an all-inclusive playground application (“Application”) to the COUNTY requesting grant funding to assist with the construction and development of an all-inclusive playground, which is incorporated herein and made a part of this Agreement by this reference (Exhibit B). COUNTY materially relies upon the statements and documentation submitted by GRANTEE in said Application in its entirety and based upon this material reliance COUNTY is willing to enter into this Agreement with GRANTEE; and,

WHEREAS, the all-inclusive playground (the “Project”) is located at _____ (the “Premises”), in the city of _____, County of Santa Clara, ~~and will be open to the general public on a continuous non-interrupted basis for no less than twenty (20) years from the date of Project completion;~~ and,

WHEREAS, GRANTEE represents and warrants to COUNTY that GRANTEE, by itself and through its contractors and consultants, has experience, expertise, financial capability and ability to complete the Project contemplated herein and to fully perform all obligations and responsibilities under this Agreement to completion; and,

WHEREAS, the County of Santa Clara Board of Supervisors, wishes to assist the GRANTEE in completing the Project which serves as an all-inclusive playground on a continuous uninterrupted basis for at least 20 years after completion (collectively, the “Public Purpose”); and,

WHEREAS, the Board of Supervisors has approved the award of Grant Funds (as defined herein below) to GRANTEE provided GRANTEE complies with all terms and conditions of this Agreement; and,

WHEREAS, the Board of Supervisors has found that the Project will serve a public purpose of general COUNTY interest as an all-inclusive playground;

WHEREAS, the award of funds as specified in Section 4 of this Agreement

(“Grant Funds”) is contingent upon GRANTEE complying with all terms and conditions of this Agreement, which includes GRANTEE satisfying all of the Grant Scope/Cost Estimate Form representations contained in Appendix G of GRANTEE’s Application.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledge, COUNTY and GRANTEE agree to the foregoing and as follows:

1. All Recitals contained herein above are incorporated into and made a part of this Agreement as terms and conditions.
2. The GRANTEE may utilize the Grant Funds to complete the Project within three years from the Effective Date of this Agreement and shall return any unspent funds at the end of this three-year period.
3. The GRANTEE shall acknowledge the COUNTY’s contribution to the Project by placing a plaque, which shall first be reviewed and approved by County, in a prominent public place at the Project location identifying the County as a sponsor of the Project;
4. The GRANTEE warrants and represents that it shall expend all Grant Funds in accordance with the terms of this AGREEMENT and the All-Inclusive Playground Grant Program Procedural Guide (the “Guide”) (Exhibit A) attached and incorporated herein by this reference.

SECTION 1. PUBLIC PURPOSES

GRANTEE represents and warrants that it will use best efforts to secure all the requisite rights and entitlements from public agencies, local government and the property owner (if any) to construct the Project. ~~GRANTEE further represents and warrants that it will ensure that the Project is open and available to the public on an equal basis, and accessible by all members of the public, as an all-inclusive playground free of charge.~~ The time frames that the playground must be open and accessible to the public are specified in GRANTEE’s application (Exhibit B), which is incorporated into this Agreement.

SECTION 2. GRANTEE RESPONSIBILITIES

COUNTY funding is subject to the following conditions:

- (1) **Responsibility of the GRANTEE.** The GRANTEE will ensure that the Project is completed and operated in compliance with all requirements of the All-Inclusive Playground Grant Program Procedural Guide, and fully constructed and operational within three-years from the date of execution of this Agreement, and GRANTEE shall act promptly and without delay with respect to such matters in relation to the Project in accordance with the following:

- a. Comply with all laws and Guide requirements, including but not limited to all environmental, health and safety laws and all provisions of the public contracts code, where applicable.
- b. Comply with best industry practices and manufacturer design and construction specifications for the Project.
- c. Prepare plans and specifications for the Project and construction of the Project using qualified persons with the requisite skills and expertise to complete the Project.
- d. Prepare all environmental documents required for completion of the Project pursuant to the California Environmental Quality Act, National Environmental Policy Act, and any rules and/or regulations promulgated thereunder, where applicable. No funds will be dispersed until these environmental requirements have been fully met.
- e. Secure all approvals, permits, and certifications by government agencies required for completion of the Project, where applicable.
- f. Secure performance and payment bonds in 100% of the amount of the construction contract to assure satisfactory completion of the Project, and the payment of laborers and suppliers of material.
- g. Each year, during construction of the Project, GRANTEE shall cause a report to be made to the County Board of Supervisors showing progress made towards completion of the Project.

(2) **Capital Contributions by Parties to AGREEMENT**

- a. GRANTEE shall ensure that any funds in excess of the Grant Funds needed to complete the Project are secured by GRANTEE and not by COUNTY.
- b. No Grant Funds may be used for office space, salary, or administrative expenses incidental to the Project.

(3) **Budget Contingency.** Performance and/or payment by the COUNTY pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the COUNTY for the work covered by this Agreement. If funding is reduced or deleted by the COUNTY for the work covered by this Agreement, the COUNTY may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

SECTION 3. OPERATION AND MAINTENANCE

Upon completion of PROJECT construction, the GRANTEE warrants, represents and agrees that it, or its authorized representatives, will operate, manage, and maintain

the PROJECT for a period of at least twenty (20) consecutive years from the effective date of this AGREEMENT, ~~for Public purposes, open to the public and for the benefit of the general public as specified in GRANTEE's application.~~ Ongoing operation, management, and maintenance is solely the responsibility of the GRANTEE acting by itself or through its authorized representatives.

SECTION 4. COMPENSATION

(1) The COUNTY will provide the GRANTEE _____ (\$____.00) ("Grant Funds") only in accordance with the reimbursement provisions of the All-Inclusive Playground Grant Program Procedural Guide. GRANTEE shall thoroughly review and develop an understanding of the obligations set out in the All-Inclusive Playground Grant Program Procedural Guide, including but not limited to the "Reimbursements" and "Final Reimbursement" sections.

(2) Any Grant Funds not expended pursuant to the terms and conditions of this Agreement shall be returned to the COUNTY immediately. In addition, if, for whatever reason, the GRANTEE is unable to ensure the completion of the construction of the Project or is unable to ensure that the all-inclusive playground is operated, managed, and maintained for twenty (20) consecutive years from the date of Project completion (which date must be no later than three (3) years from the effective date of this Agreement), then GRANTEE shall immediately refund to the COUNTY all the Grant Funds, even if such funds have already been expended for the Project.

SECTION 5. RECORDS RETENTION AND AUDIT

(1) GRANTEE will maintain Project financial records for audit purposes for three (3) years after completion of the PROJECT or until all claims are settled, whichever occurs last. All records and data shall be available to COUNTY upon reasonable notice within five (5) working days of a request by COUNTY. GRANTEE shall repay COUNTY with interest at the rate earned on COUNTY's investments for any unauthorized activities disclosed by audit or inspection, including the cost of the audit, within thirty (30) days of demand by COUNTY.

(2) GRANTEE will maintain Project records related to maintenance and access for audit purposes for twenty (20) years after completion of the Project. All records and data shall be available to COUNTY upon reasonable notice within five (5) working days of a request by COUNTY.

(3) Audits may be conducted at the discretion of the Santa Clara County Parks and Recreation Department. The audits may take two forms; a walk through inspection of the Project and informal review of the Project records by Parks and Recreation Department staff, and/or a formal audit conducted by either COUNTY staff or a consultant. GRANTEE should be prepared for either or both types of audits. A walk through inspection may occur at the beginning of a Project, prior to approval of the final reimbursement request, or at periodic intervals during construction and the period of time during which the playground must remain open

and accessible to the public. A formal audit may occur as deemed necessary by the Santa Clara County Parks and Recreation Department.

SECTION 6. INDEMNIFICATION.

GRANTEE covenants, warrants, represents and agrees that it shall indemnify, defend, save and hold harmless the COUNTY and all of its employees, officers, directors, attorneys, agents, contractors, successors and assigns in accordance with the indemnification provisions of Exhibit C, which is incorporated herein and made a part of this agreement by this reference.

SECTION 7. TERM OF AGREEMENT

This Agreement is effective as of the date of its full execution and shall terminate twenty (20) years from the date of Project completion, unless otherwise terminated earlier pursuant to the terms of this Agreement.

SECTION 8. NOTICES

Any notices provided herein, except as specified in Section 24(g), shall be deemed received when mailed or delivered to the respective parties addressed as follows:

<u>COUNTY OF SANTA CLARA</u>	<u>GRANTEE</u>
Don Rocha, Director Parks and Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 Phone: (408) 355-2220	<i>NAME, TITLE</i> <i>DEPARTMENT</i> <i>ADDRESS</i> <i>CITY, STATE, ZIP</i> <i>PHONE</i>

SECTION 9. MISCELLANEOUS

(1) **Entire Agreement.** This document represents the entire agreement between the parties in relation to the subject matter contained herein. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

(2) **Amendments.** This Agreement may only be amended by a written instrument signed by authorized representatives of both parties.

(3) **Conflict of Interest.** GRANTEE shall comply, and require its contractors, employees, agents, representatives, subcontractors and consultants to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to

do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the COUNTY.

a. In accepting this Agreement, GRANTEE covenants, warrants, represents, and agrees that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. GRANTEE further covenants that, in the performance of this Agreement, it will not employ any contractor, consultant or person having such an interest. GRANTEE, including but not limited to GRANTEE's employees, contractors, subcontractors and consultants, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

b. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, GRANTEE shall, upon execution of this Agreement, provide COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to its Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the GRANTEE under this Agreement. GRANTEE shall immediately notify COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to COUNTY under this Agreement in such a capacity. GRANTEE shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the GRANTEE.

c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, GRANTEE shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations including, as required, filing of Statements of Economic Interests within 30 days of commencing any work pursuant to this Agreement, annually by April 1, and within 30 days of their termination or cessation of work pursuant to this Agreement.

(4) **Governing Law, Venue.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed, and enforced in accordance with the law of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in Santa Clara County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY,

CALIFORNIA.

(5) **Assignment.** No assignment of this Agreement or of any of the rights or obligations hereunder shall be valid without the prior written consent of COUNTY.

(6) **Waiver.** No delay or omission by either party hereto to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

(7) **Non-Discrimination.** GRANTEE represents, warrants and agrees that it and its contractors, consultants and representatives shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. GRANTEE represents, warrants and agrees that it shall not discriminate against any contractor, subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. GRANTEE also represents, warrants, and agrees that it shall not discriminate in provision of work performed in relation to this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(8) **COUNTY No-Smoking Policy.** GRANTEE and its employees, agents, contractors, subcontractors and consultants, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.

(9) **Food and Beverage Standards.** Except in the event of an emergency or medical necessity, COUNTY's nutritional standards shall apply to any foods and/or beverages purchased by GRANTEE with Grant Funds for COUNTY-sponsored meetings or events.

(10) **California Public Records Act.** All documents and records provided to or

made available to COUNTY under this Agreement become the property of the COUNTY, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If GRANTEE proprietary information is contained in documents submitted to COUNTY, and CITY claims that such information falls within one or more CPRA exemptions, GRANTEE must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the COUNTY will make reasonable efforts to provide notice to GRANTEE prior to such disclosure. If GRANTEE contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required at its own cost, liability, and expense to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the COUNTY responds to the CPRA request. If GRANTEE fails to obtain such a remedy before the COUNTY responds to the CPRA request, COUNTY may disclose the requested information and shall not be liable or responsible for such disclosure.

a. GRANTEE further warrants, represents and agrees that it shall defend, indemnify, and hold COUNTY harmless against any and all claims, actions or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by COUNTY of a CPRA request for any information arising from any representation, or any action (or inaction), by the GRANTEE, its contractors, consultants, employees, agents, or representatives.

(11) **No Third Party Beneficiaries.** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties signing this Agreement. Subcontractors, sponsors and affiliates shall have no right or claim attaching to this Agreement or to the Grant Funds and are not third party beneficiaries of or to this Agreement.

(12) **Relationship of the Parties.** The Parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, agents, a joint enterprise, employer-employee, or lender-borrower. GRANTEE shall have no authority to employ any person as employee or agent on behalf of COUNTY for any purpose. Neither GRANTEE nor any person using or involved in or participating in the Project or in the use of the Grant Funds shall be deemed a third party beneficiary to this Agreement nor an employee or agent of COUNTY, nor shall any such person represent himself or herself to others as a third party beneficiary to this Agreement or as an employee or agent of COUNTY.

(13) **No Indemnification and Insurance by COUNTY.** Nothing contained in this Agreement is to be construed as an indemnification by COUNTY for any loss, damage, injury or death arising out of or caused, in whole or in part, by the COUNTY or its Board of Supervisors, officers, executives, attorneys, employees, agents, representatives, contractors or subcontractors. Nothing contained herein shall be construed to, and nothing shall, obligate the COUNTY to provide any insurance, indemnity or protection for or on behalf of any third party, the Project or the property owner.

(14) **Subcontractors.** If any obligation is performed for or on behalf of GRANTEE through a consultant, contractor or subcontractor, GRANTEE will remain fully responsible for the performance of all obligations under this Agreement and GRANTEE will be solely responsible for all payments due to its contractors, consultants, or subcontractors. No contract, subcontract or other agreement entered into by GRANTEE with any third party in connection with this Agreement, or for or in relation to the use of the Grant Funds, will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, COUNTY with respect to such arrangement. No contractor, consultant or subcontractor will be deemed a third party beneficiary for any purposes under or to this Agreement.

(15) **Nonexclusive Agreement.** GRANTEE agrees that this Agreement is non-exclusive and COUNTY may at any time, in its sole discretion, enter into agreements with other parties for any purpose deemed to be in the best interest of the COUNTY.

(16) **Paragraph Headings.** The headings and captions of the various paragraphs and subparagraphs hereof are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

(17) **Cumulative Remedies.** The rights and remedies of the parties to this Agreement, whether pursuant to this Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

(18) **Counterparts.** This Agreement may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Facsimile or electronic signatures shall have the same legal effect as original or manual signatures if followed by mailing of a fully executed original to both parties.

(19) **Construction/Severability.** This Agreement shall not be construed more strongly against either party regardless of who is more responsible for its preparation. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.

(20) **Authority.** Each party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained in this Agreement and that the persons signing below are authorized to sign on each party's behalf.

(21) **Office of Foreign Assets Control Compliance.** GRANTEE represents to COUNTY that: (a) GRANTEE and each of the GRANTEE Representatives are not acting, and shall not act, directly or indirectly, for or on behalf of any person, group,

entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (b) GRANTEE, and the GRANTEE Representatives, are not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

(22) **COUNTY Regulatory Authority.** GRANTEE acknowledges and agrees that COUNTY, acting not as landlord but in its governmental regulatory capacity, has certain governmental regulatory authority over the Premises and that nothing in this Agreement binds the COUNTY to exercise or refrain from exercising this discretionary governmental authority in any particular manner.

(23) **Bribery Clause.** GRANTEE certifies, represents and warrants that GRANTEE and the GRANTEE Representatives have not been convicted of bribery or attempting to bribe an officer or employee of the COUNTY or any other municipality or state entity nor has GRANTEE or any of the GRANTEE Representatives made an admission of guilt of such conduct which is a matter of record.

(24) **Wage Theft Prevention.**

a. **Compliance with Wage and Hour Laws.** GRANTEE, and any the GRANTEE Representatives it employs or contracts with to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

b. **Final Judgments, Decisions, and Orders.** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

c. **Prior Judgments against GRANTEE.** By signing this agreement, GRANTEE affirms that it has disclosed any final judgments, decisions, or orders from a court or investigatory government agency finding—in the five years prior to executing this agreement—that GRANTEE has violated any applicable wage and hour laws.

GRANTEE further affirms that it has satisfied and complied with—or has reached agreement with the COUNTY regarding the manner in which it will satisfy—any such judgments, decisions, or orders.

d. **Judgments During Term of Contract.** If at any time during the term of this

Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that GRANTEE or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or GRANTEE learns of such a judgment, decision, or order that was not previously disclosed, GRANTEE must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. GRANTEE and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The COUNTY reserves the right to require GRANTEE to enter into an agreement with the COUNTY regarding the manner in which any such final judgment, decision, or order will be satisfied.

e. COUNTY's Right to Withhold Payment. Where GRANTEE has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the COUNTY reserves the right to withhold payment to GRANTEE until such judgment, decision, or order has been satisfied in full.

f. Material Breach. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

g. Notice to COUNTY Related to Wage Theft Prevention. Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

(25) **Prevailing Wage.** GRANTEE acknowledges and agrees that work performed under this Agreement may be considered a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. GRANTEE has included (and will include) consideration for this obligation in calculating compensation under this Agreement, if such prevailing wage requirements are applicable. GRANTEE is solely responsible and liable for ensuring compliance with all applicable prevailing wage laws. COUNTY may at any time, without obligation to do so, audit GRANTEE to verify whether GRANTEE is in compliance with prevailing wage laws. GRANTEE shall cooperate with all such audits, including making available and providing copies, during the period 9:00am to 5:00pm, Monday through Friday, any and all records requested by COUNTY to verify compliance promptly upon request, but not later than seventy-two hours after such request.

(26) **Insurance.** GRANTEE shall provide insurance and comply with all insurance

and other terms and conditions set out in the attached Exhibit C.

(27) Exhibits. The following exhibits are attached to this Agreement and are incorporated herein by this reference.

Exhibit A -- All-Inclusive Playground Grant Program Procedural Guide

Exhibit B -- Grant Application

Exhibit C – Insurance Requirements and Proof of Insurance

(28) Survival. All terms and conditions that by their nature should survive termination or expiration of this Agreement, shall so survive including but not limited to Sections 1, 2, 5, 6, 8, and 9 inclusive.

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////SIGNATURES FOLLOW ON NEXT PAGE////

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as provided below, effective as of the last date signed by all the Parties (“Effective Date”).

GRANTEE:

Authorized Signer, Title
GRANTEE

Dated: _____

Approved as to form:

Name:
Title:

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///SIGNATURES FOLLOW ON NEXT PAGE///

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as provided below, effective as of the last date signed by all the Parties (“Effective Date”).

COUNTY OF SANTA CLARA:

Sylvia Gallegos
Deputy County Executive

Date:_____

Don Rocha
Director, Parks and Recreation Department

Date:_____

Approved as to form and legality:

Tony LoPresti
Deputy County Counsel

EXHIBIT C

INSURANCE REQUIREMENTS FOR GRANT AGREEMENT

Indemnity

The Grantee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Grantee and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Grantee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Grantee contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Grantee's indemnification of the County, the Grantee shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Grantee shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Grantee upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Grantee shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Grantee.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Grantee shall be notified by the contracting department of these requirements.

4. Fidelity Bond

Before receiving any reimbursement under this Agreement, Grantee will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Grantee will notify County immediately, and County may withhold further payment to Grantee until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Grantee and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Grantee pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Grantee. However, this shall not in any way limit liabilities assumed by the Grantee under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Grantees obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Grantee shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Grantee may insure subcontractors under its own policies.

Exhibit B: Grant Application

AIPG (P2-R2) - APPENDIX E: APPLICATION FORM

APPLICATION FORM (Page 1 of 2)			
Grant Applicant <i>(Entity Applying)</i>	City of Sunnyvale		
Project Name	Lakewood Park All-Inclusive Playground	Requested Grant Amount (Appendices G & H)	\$1,500,000
Applicant Mailing Address	Department of Public Works Parks and Trees Division P.O. Box 3707 Sunnyvale, CA 94088-3707	Grantee Match (Appendices G & H)	\$ 1,500,000
Project Physical Address	Lakewood Park 834 Lakechime Drive, Sunnyvale CA 94089	Other Funding Sources (Appendix H)	\$
Project Cross Streets	Silverlake Drive	Total Project Amount (Appendix G)	\$ 3,000,000
Applicant Contacts	Printed Name and Title	Phone	Email Address
Director/ President/CEO:	Charles Taylor, Director Public Works	(408) 730-7552	ctaylor@sunnyvale.ca.gov
Day-to-Day Administrator of Grant:	James Stark, Superintendent of Parks	(408) 730-7596	jstark@sunnyvale.ca.gov
Authorized Representative: <i>(As shown in Resolution or Certification Letter)</i>	Kent Steffens, City Manager	(408) 730-7480	ksteffens@sunnyvale.ca.gov

All-Inclusive Playground Grant Program

APPLICATION FORM (PAGE 2 OF 2) - SIGNATURE PAGE

Applicant Name	City of Sunnyvale	Project Name	Lakewood Park All-Inclusive Playground
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GRANT SCOPE: I/we represent and warrant that this Application Package describes the intended use of the requested grant to complete the project items listed in the attached Cost Estimate Form and if such grant is awarded I/we fully intend and shall comply with all terms and conditions of the All-Inclusive Playground Grant Application and Procedural Guide including the Sample Grant Agreement attached as Appendix J and all other Appendices.

I declare under penalty of perjury, under the laws of the State of California, that the information contained in this Application Package, including required attachments, is accurate.

DocuSigned by:  <small>D0AAB3485033481...</small>	City Manager	8/30/2019
_____ Signature of Authorized Representative	_____ Title	_____ Date

Exhibit B: Grant Application

AIPG (P2-R2) - APPENDIX D: REQUIREMENTS & CHECKLIST

<input checked="" type="checkbox"/> Registered by July 31, 2019		<input checked="" type="checkbox"/> Attended a Technical Workshop	
1.	<input checked="" type="checkbox"/>	Application Form. Appendix E. Part 1 of 2 only (Part 2 - Signature Page will be provided in DocuSign.)	
2.	<input checked="" type="checkbox"/>	Resolution/Certification. Resolution or Certification Letter authorizing the "Authorized Representative" to apply for grant funding.	
3.	<input checked="" type="checkbox"/>	F1. Project Proposal. Appendix F. Written project proposal with responses to each of the evaluation factors in the order in which they appear. 10 pages maximum.	
5.	<input checked="" type="checkbox"/>	F2. Photos of Project Site. Include a minimum of four (4) color photographs in 4" x 6" format of the project site and site context presented in 8.5" x 11" format with descriptions. No more than two photographs per page.	
6.	<input checked="" type="checkbox"/>	F3. Project Use Diagram. Provide plan of the project area and proposed uses of each area, specifically designated public access areas and proposed use of other areas.	
7.	<input checked="" type="checkbox"/>	Timeline. Provide a project timeline with detailed schedule of project activities enumerated (such as design, engineering, construction) for project completion.	
4.	<input checked="" type="checkbox"/>	Grant Scope/Cost Estimate. Appendix G. Should be detailed enough to identify each project work item and must be consistent with the timeline.	
8.	<input checked="" type="checkbox"/>	Funding Sources Form. Appendix H. List the funding sources that will be used to finance the grant project.	
10.	<input checked="" type="checkbox"/>	CEQA. (Reference CEQA section). If you have completed CEQA, please submit documentation with your application. If CEQA is not completed, please describe any steps taken to comply with CEQA.	
11.	<input checked="" type="checkbox"/>	Required Regulatory Permits. Attach a list of existing and additional permits required to complete the grant project, if applicable, the status of each, and indicate when permit approval would occur.	
12.	<input checked="" type="checkbox"/>	Property Owner Approval. Attach lease, license, or agreement executed by property owner and applicant committing the use of the property for a minimum of 20 years for use as an all-inclusive playground on a continuous uninterrupted basis.	
13.	<input checked="" type="checkbox"/>	Operation and Maintenance. See Appendix F. Include a schedule and/or narrative relevant to the project operation and maintenance timeline.	
14.	<input type="checkbox"/>	Non-Profit Certification. For all Non-Profit applicants, attach copy of the organization's tax-exempt certification (e.g. 501 (c)(3) IRS letter).	
	N/A		
	<input checked="" type="checkbox"/>		

Exhibit B: Grant Application

AIPG (P2-R2) - APPENDIX G: GRANT SCOPE/COST ESTIMATE FORM

Applicant: City of Sunnyvale	Project Name: Lakewood Park All-Inclusive Playground		
WORK TO BE PERFORMED*	GRANTEE MATCH	AIPG GRANT REQUEST	TOTAL (Match + Request)
Creation of Design and Construction Drawings	\$150,000	\$150,000	\$300,000
Construct the Playground Site including site preparation, site paving and surfacing	\$480,000	\$480,000	\$960,000
Purchase and Install Play Equipment	\$510,000	\$510,000	\$1,020,000
Purchase and Install site fixtures (fencing, rails, etc.)	\$187,500	\$187,500	\$375,000
Site Landscaping	\$ 114,000	\$114,000	\$228,000
Construction of Site Entry (archway, large sign, multiple signs in Braille, English, Spanish)	\$58,500	\$58,500	\$117,000
TOTAL PROJECT AMOUNT	\$1,500,000	\$1,500,000	\$3,000,000
TOTAL PROJECT AMOUNT	\$1,500,000	\$1,500,000	\$3,000,000
Contingency Funding (Optional)	\$		

*Only items which are funded by grantee cash/match or AIPG grant funds and are readily auditable 'hard costs' may be listed in the Grant Scope/Cost Estimate. Do not list In-Kind Contributions.

The Applicant understands that this form establishes the expected grant deliverables.

AIPG (P2-R2) - APPENDIX H: FUNDING SOURCES FORM

Applicant: City of Sunnyvale	Project Name: Lakewood Park All-Inclusive Playground	
FUNDING SOURCE	DATE COMMITTED (If applicable)	AMOUNT
AIPG Funding	TBD	\$ 1,500,000
Applicant	FY 2018/19 Adopted Budgeted	\$ 1,500,000
Other Funding Sources (List all other sources below, if applicable)		
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL FUNDING SOURCES Must Equal Estimated Total Project Cost		\$ 3,000,000
CONTINGENCY FUNDING (If Applicable)		\$

List the amount and source of funds currently available to complete the project. While not all funding must be in place to apply for the grant, a funding plan must be in place to secure all funds necessary to complete the project.

If sufficient funds are not currently available to complete the project, please list other anticipated sources of funding. List the date funds were committed from an entity other than the applicant; if funding has not been formally approved, note TBD. On a separate sheet, provide a detailed plan for fund raising that includes your organizations track record and internal or external expertise in fundraising.

Exhibit B: Grant Application

AIPG (P2-R2) - APPENDIX F: PROJECT PROPOSAL**1. Project Description****a) Describe the proposed project and the specific work items to be funded by the grant.**

The City of Sunnyvale is seeking \$1,500,000 in matching funds for the creation of an all-inclusive playground at Lakewood Park in Sunnyvale. This will be the second all-inclusive playground in the City of Sunnyvale.

The Lakewood Park all-inclusive playground ("Playground") will encompass approximately 1 acre of the 10.7-acre Park and provide different zones of play with each addressing different physical, cognitive and social needs of all playground guests, regardless of ability or disability. This project is part of a larger renovation of the entire Park and will assist in creating the Park as a focal point for the neighborhood and surrounding areas. A new branch library is being built on-site and will partner with the playground to present unique opportunities. Lakewood Elementary School is also on-site with 450 kindergarten through fifth grade students.

Specific work to be completed under this grant includes the following:

- Deconstruction of the existing, conventional play structures at Lakewood Park
- Construction of new playground including all the grading, landscaping and surfacing necessary for each of the play zones
- Purchasing and installation of inclusive play equipment that comprises the zones
- Purchase and installation of the shade structures, rails, and other necessary accessories
- Site work necessary to support a unique experience
- Signage both at the Park and in the neighborhood to direct visitors

b) Who will be responsible for performing what activities (work items)?

The Playground will be owned by the City of Sunnyvale ("City") and managed by the Department of Public Works. The City will award a bid for constructing the Playground through the City's formal bid process. City Engineers will oversee the design and construction until completion. Parks Staff will manage the day-to-day usage and operation of the Playground.

2. All-Inclusive Playground Issues/Need/Public Purpose**a) How does the project address the need for accessible spaces for seniors, children and parents with physical or cognitive disabilities within Santa Clara County?**

The CDC estimates that 20% of the US population has a disability. Most playgrounds do not provide enough opportunities for much of this population. The traditional playground of swings, slides, sand \ wood chips, rebar, are not easily accessible for those with disabilities. The Playground would group together different structures to promote development and



Exhibit B: Grant Application

maintenance of physical and cognitive functions into different zones. Resilient surfacing would link these zones to provide access regardless of disability. The tot-zone is designed for young children, but all other zones will be accessible \ available to all age groups including seniors. In multi-family, multi-generational households it is often the grandparents or seniors that care for the children during the day and accompany them to the park. Developing the zones accessible and beneficial to all age groups will bring users from beyond the City limits instead of going to a “traditional” playground. Lakewood Elementary School being located on-site will offer young students a healthy opportunity for after school hours.

b) Describe how the design goes above and beyond minimum standards set by the Americans with Disabilities Act, to ensure that seniors, children and parents with disabilities can truly make use of the playground.

Above and beyond ADA guidelines, wheelchair access to the playground will be much more feasible through paved pathways and special wheelchair-to-play structure platforms. The transfer platform provides chair-height transfer to the play structure, but then requires a user with a physical disability to crawl the remaining distance up to the slides or other amenities on the structure, only to repeat the process once at the bottom. Loose rubber or wood mulch safety surfacing on “traditional” playgrounds is also ADA compliant – but is difficult to travel across for visitors using wheelchairs and other mobility assistance devices. Resilient surfacing at the Lakewood All-Inclusive playground will eliminate many of those challenges.

c) Describe what elements of this project make the playground accessible not only to those with disabilities in wheelchairs, but also those with disabilities who are not in wheelchairs. These should include elements to address the needs of people with Autism Spectrum Disorder, Sensory Challenges, Visual and Auditorium Impairments, medically fragile individuals, Cognitive, Developmental and Physical Disabilities. Specifically identify which elements of your proposed design address which disability. As an example, understanding playground users with autism may get overstimulated with ramps and connected play equipment, what is included in your design to address this?

The Playground would group together different structures to promote development and maintenance of physical and cognitive functions into different zones.

Spin Zone – Offers rotary vestibular input, caused from spinning. Spinning is important for any age that has sensory processing issues. Balance, movement, and coordination are all affected by spinning in a controlled environment. The all-inclusive playground would include some or all of the following components:

:

- Net Spinner – ground entry provides all users access; climbing supports multiple different users simultaneously allowing for side by side play; netting provides security and stability for visually impaired.
- Dish Spinner – height supports transfer from wheelchairs; users can lay on front or back and can experience spinning without sitting or holding themselves up.
- Nest Spinner – calm and secure rhythmic spinning appeal to those with sensory challenges.

Exhibit B: Grant Application

- **Ground Carousel** – allows users who are confined to a wheelchair to experience spinning (allows up to 2 wheelchairs at a time along with additional seating for other users).

Slide Mound – Sliding and climbing contributes to the sense of balance and spatial development. Vestibular input coordinates movement of eyes, head and body, which affects the body's balance, muscle tone, visual-spatial perception, auditory-language perception and emotional security.

The slide mound offers accessibility via a ramp that allows everyone access to the top and extra space at the slide bottom allowing those with mobility issues to wait for assistance. The slide mound reduces some of the anxieties for those with gravity or height insecurities as the hands or feet can always be touching the ground.

- **Roller Slide** – offers a different type and feel of sliding experience
- **Group Slide** – allows sliding together with friends or caretakers, important for visually impaired who may desire guidance.
- **Parallel Bar Slide** – supports a variety of experiences, including going up and down on the mound and cooperative play.
- **Turf Sliding** – provides for a variety of creative and imaginative ways to slide.
- **Climbing Loops** – creative secure handholds allow continuous contact with ground for those with limited strength, balance or visual impairments who wish to climb to top of mound.

Swing and Sway Zone – Spinning and swaying provide different type of vestibular simulation, critical to maintaining body posture and equilibrium. The benefits of swinging range from physical benefits including increased motor skills, coordination, and balancing to cognitive benefits such as stimulating the senses and spatial awareness. Swinging restores balance to the vestibular system and helps sooth, relaxes and increases concentration. In addition, in the elderly population finds comfort in swinging.

- **Sway Boat** – spaces for wheelchairs along with seating for others supports see-saw like experience.
- **Bucket Swings** – restrains allow those without strength to hold themselves in place to experience swinging and provides security for visually impaired; large size swings permit adults to swing.
- **Disk Swings** – allows swinging for those who cannot sit upright; supports multiple users.

Passive \ Relaxing Zones – within and surrounding the playground are spaces allow users to observe and retreat when overstimulated. These zones are especially important for those with Autism or sensory sensitivities that can easily feel overwhelmed in a crowded playground or an unfamiliar environment. A calming pod allow people to feel secure while still being able to watch the activity.

Tot Zone – small children, under the age of four or five need special accommodations for their size and early development. The designated safe space will permit children and their caregivers an opportunity to experience smaller versions of swaying, swinging, and climbing. Benches and shade structures are located within the zone to facilitate relaxation and longer play times.

d) How will the project benefit the community and make a regionally significant, long- term contribution to Santa Clara County?

Sunnyvale is home to many technological companies and has a mixture of long-time and new residents. The Playground will be a regional attraction that serves a growing population of families with special needs and seniors. The Lakewood Park neighborhood is one of the more economically and ethnically diverse neighborhoods in Sunnyvale. The Playground coupled with the new planned library will bring an increased sense of pride for the community.

Lakewood Park is less than a quarter mile from Highway 101 and roughly 1100 feet from Lawrence Expressway. The 55 and 55X VTA buses have stops at the Park less than 50 feet from the proposed location. The Vienna light rail station is 1 kilometer away. The Parks is encircled with ample on-street parking (over 2600 feet along the perimeter of the Park) and during non-school hours there are 60 off-street parking spaces.

Currently, the closest all-inclusive playgrounds are in Palo Alto (Mitchell Park 8.8 miles away) and San Jose (Rotary PlayGarden in Guadalupe River Park 9.1 miles away). Fair Oaks Park is in the construction phase and the City of Santa Clara is in the planning phase for an all-inclusive playground. The location of Lakewood Park is ideal as it is serviced by public transportation, close to Highway 101 and located between San Jose and Palo Alto.

3. Public Access

a) Explain how the finished project will be publicly accessible as defined in the eligibility criteria. Explain the general availability of access of this project to the public, including year-round hours of operation. Minimum accessibility requirement is 65% or 237 accumulated days per year. For schools with a 36 week school year, after-school days count as a half-day with weekends and holidays counting as full days. A 36-week school year equates to 274 accumulated days of public accessibility or 75%.

The all-inclusive playground at Lakewood Park will be open to the public during normal Sunnyvale park hours, 6am – 9pm. When the City of Sunnyvale opened Seven Seas Park in 2013, the demand and number of visitors from outside Sunnyvale was high. The daytime business population and increase of high-density housing puts usage of Sunnyvale Parks beyond the neighborhood and city limits. It is anticipated that the Playground would have a similar impact for County residents as Mitchell Park in Palo Alto or the Rotary Park in San Jose and draw many users well beyond the immediate neighborhood. The Magical Bridge all-inclusive playground at Fair Oaks in Sunnyvale is in the design phase and anticipation from users for its opening is high.

b) Describe how the project includes multi-lingual signage appropriate to the diverse community where the project is located, including providing information regarding playground usage, and wayfinding or directional signage, including for play areas that may be located away from the street.

Signs directing visitors to the playground will be placed at all entrances in English, Spanish and Braille. Lakewood Park is one of the most socially and economically diverse neighborhoods in Sunnyvale. The Plaza del Rey and Casa de Amigos mobile home parks

Exhibit B: Grant Application

are in the vicinity. Despite being in a large neighborhood, the socio-economics have not been able to draw a large chain supermarket. The closest major supermarket is a small Walmart in Santa Clara. The demographics for the neighborhood are reflected in the enrollment at Lakewood Elementary School with the largest representations: 35% Latino, 17% White, 12 % Asian. Signs will welcome visitors and will help set expectations about the playground and culture of inclusion.

4. Budget

a) Describe the total project cost, and how it was determined, e.g. is the project budget based on concept level estimates, detailed design level estimates, or formal engineers estimate based on construction plans and specifications.

The current Planned Budget for the entire Lakewood Park Project is \$15,325,538 – the Playground is budgeted at \$3,000,000. This budget was developed based on the recent revised budget and bids for the Magical Bridge Playground. The majority of funds are allocated for the purchase and installation of new equipment.

b) Summarize the total project costs on the Grant Scope / Cost Estimate Form (Appendix G). Supplemental information may be provided.

The majority of costs for the All-Inclusive Playground is purchasing and installing new equipment. The site is level which should minimize grading; however, a slide mound will need to be created. It is hoped no trees will be removed for the project. Completely new signs will need to be purchased and installed in braille and Spanish. A site design includes a new entryway that welcomes visitors to the Park and directs users to the All-Inclusive Playground.

c) If the project is part of a long-range project (multi-phased), describe the phases required to complete the project.

The Playground is part of a large-scale rehabilitation of Lakewood Park. The design phase is planned for FY 2020/21 and construction will begin in FY 2021/22. The Park will be closed periodically during the construction year.

5. Project Readiness

a) Describe the funds currently available to complete the project. While not all funding must be in place to apply for the grant, a funding plan must be in place to secure all funds necessary to complete the project. If sufficient funds are not currently available to complete the project, please describe how much is committed from what source(s) and provide a detailed plan for fund raising that includes your organizations track record and internal or external expertise in fundraising. Please attach a copy of outside funding commitment letters or agreements.

All funds for the Lakewood Park and Playground Project have been approved and updated in the FY 2019/20 Adopted Budget. The entire Project is being funded by the Park Dedication Fund which currently has a balance of over \$44,000,000. Unlike the Magical Bridge project at Fair Oaks Park, there is no fundraising component of this Project. The Park Dedication will fund the construction and General Fund will be responsible for the maintenance and operation. The Park construction will not have to wait for external fundraising.

b) Summarize and discuss the total funding sources on the Funding Sources Form (Appendix H). List the date funds were committed (or TBD) from an entity other than the applicant.

The Lakewood Park All-Inclusive Playground will be funded by Park Dedication Fund monies. The initial Lakewood Park Project was initiated in 2016 and included a total Park rehabilitation and Sunnyvale's first branch library. The Project was delayed to accommodate Sunnyvale School District partnering with City to create a learning destination. Negotiations are being completed and the need for additional all-inclusive playgrounds has become evident. In the FY 2019/20 Adopted Budget, the planned budget for the Lakewood Park Project was increased to \$15,325,538 (does not include the branch library).

c) Describe what permits and entitlements are required for the project, and your progress and plan, if applicable, towards attaining them.

The Public Works department of the City will hire a design consultant for the overall park renovation project that also has specialty experience with inclusive playgrounds to prepare the design and expects all permits to be issued quickly after completion of final design. The City will obtain all required building permits including but not limited to structural, electrical, C-3, and utilities.

CEQA – Preliminary review of the Project by City Staff indicates that this Project will be exempt from CEQA under the waivers provided for replacement of existing structures. It is anticipated that a negative declaration will be made – similar to other projects and experiences in the City.

6. Long-Term Maintenance and Operation

a) Describe the plan for long-term maintenance and upkeep that is funded beyond the scope of the grant.

As with other City parks, the operation and maintenance budget will be drawn from the City's General Fund. Park Dedication Fund (PDF) monies are available to capital projects that meet PDF requirements. Long term maintenance beyond daily operations is planned through Sunnyvale's 20-year Planned Budget, Post construction of the Playground, components of the Playground will be placed on life-cycle replacement schedules. Large item replacements and enhancements such as the resilient surfacing will have capital projects created. General maintenance of the equipment is drawn from the City's General Fund – Capital Projects would generally be funded by the Park Dedication Fund.

b) What funding sources or other resources will be used to maintain and operate the property in the future?

The City's General Fund will be the primary source of funding for the day-to-day operation and maintenance of Lakewood Park and the Playground. The 2019/20 Parks Adopted Budget is \$11,586,476 for 765 acres of Open Space. In the future, new equipment that could enhance visitor use of the Playground usage can be purchased through the City's Park Dedication Fund which currently has over \$44,000,000.

c) Who will be responsible for the maintenance and operation of the property and ensuring its on-going availability for public use?

Upkeep and maintenance for the Playground will be provided by Sunnyvale Parks Staff. The Playground will be maintained consistent with Park Standards for all City of Sunnyvale Parks. These standards include a yearly evaluation by a Certified Playground Inspector for all components of the Park and Playground and daily inspection by on-site Parks Staff. The City has electronic reporting tools for the public to notify City Staff of any problems, questions or issues that are encountered. The Sunnyvale Parks staff structure includes a full-time employee stationed at Lakewood Park (based on its size), a Park Leader who is responsible for the Parks in the immediate neighborhood, a Parks Supervisor who oversees the Parks Leaders and a Parks Manager who is responsible for roughly a third of the Parks in Sunnyvale. The staffing structure ensures that accountability and responsiveness is a priority for Sunnyvale's Parks.

d) Provide an example of your organization's maintenance practices and program for a comparable project.

Please see the attached Maintenance and Operations Appendix F for City of Sunnyvale Parks Standards and Site Evaluations. The City of Sunnyvale has Certified Playground Inspectors on staff who annually evaluate all Parks. Any Parks hazards need to be mitigated within 24 hours – Parks has reached this Performance Indicator over 98% in the last five years. Recently completed new Parks: Seven Seas Park, Wiser Park and Swegles Park continue to score well in evaluations and user reviews. All Sunnyvale Parks are maintained and evaluated on the same scale, regardless of year constructed, size or location.

7. Project Administration/Professional Capability/Schedule

a) Describe the personnel and methods to be utilized to carry out the project. What individual or team will manage the project from the time the grant is awarded until project completion?

The Playground project will be administered by City Staff which includes Charles "Chip" Taylor (Director of Public Works), Jennifer Ng (Assistant Director of Public Works \ City Engineer), and James Stark (Superintendent of Parks). City Engineers oversee the design and construction phase to monitor budgets timelines. Parks Staff partners with the Engineers to select equipment, provide community input and complete grant requirement reporting. Post-completion, Parks Staff monitors the new equipment, usage and final reporting.

b) What experience does this individual or management team have which qualifies them to manage the project?

City Staff has decades of experience in guiding capital projects from inception to completion. Parks has a minimum of 5 Capital Projects administered yearly and City Engineers has many Capital Projects ranging from large scale projects such as rehabilitating the Water Pollution Control Plant (\$850,000,000) to replacing playground equipment (\$270,000).

c) Is the proposed project schedule realistic and achievable?

Exhibit B: Grant Application

The City of Sunnyvale uses a 20-year budget plan and will not add personnel, parks or amenities if it cannot provide funding for 20 years. The timeline and costs were balanced in the 20-year plan. The bidding process, design, construction and workloads for City Staff were all included when developing the Project schedule. The schedule includes a conservative design year and a construction year to ensure that contingencies and timeliness are met.

d) Describe the status of needed agreements/permits towards the completion of the project.

The Public Works Department of the City will hire a design consultant for the overall park renovation project that also has specialty experience with inclusive playgrounds to prepare the design and expects all permits to be issued quickly after completion of final design. The City will obtain all required building permits including but not limited to structural, electrical, C-3, and utilities.

CEQA – Preliminary review of the Project by City Staff indicates that this Project will be exempt from CEQA under the waivers provided for replacement of existing structures. A negative declaration is expected.

8. Land Tenure**a) If the grant applicant is a tenant or operator, discuss and provide the lease or agreement executed by the property owner and the tenant/operator that adequately safeguards the twenty-year use requirement and commitment.**

The site location, Lakewood Park, is owned by the City of Sunnyvale and the City expects the Playground to be in operation for 20 years.

Park All- Inclusive Playground Exhibit B: Grant Application Project Use Diagram



Lakewood Park Building

Bathrooms

New Water
Play Feature

Area to be
repurposed
by public
input

Tot
Zone

Spin
Zone

Swing
Zone

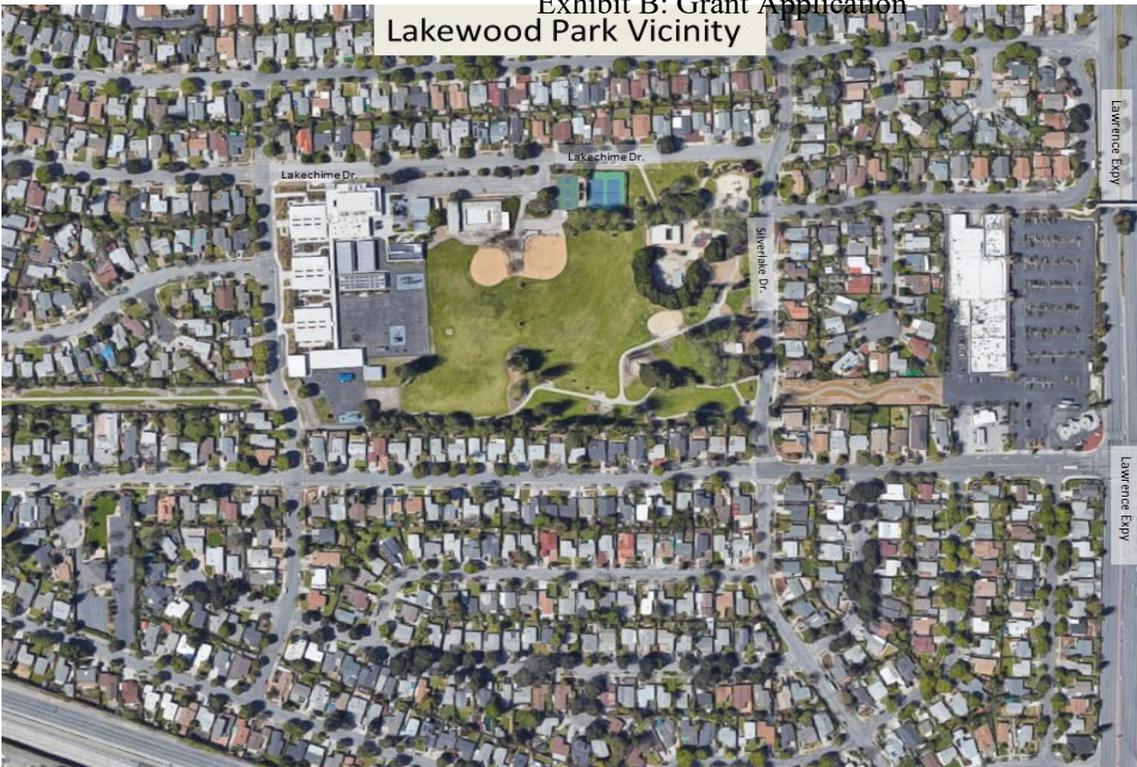
Slide
Mound

Picnic Areas

Silverlake Dr

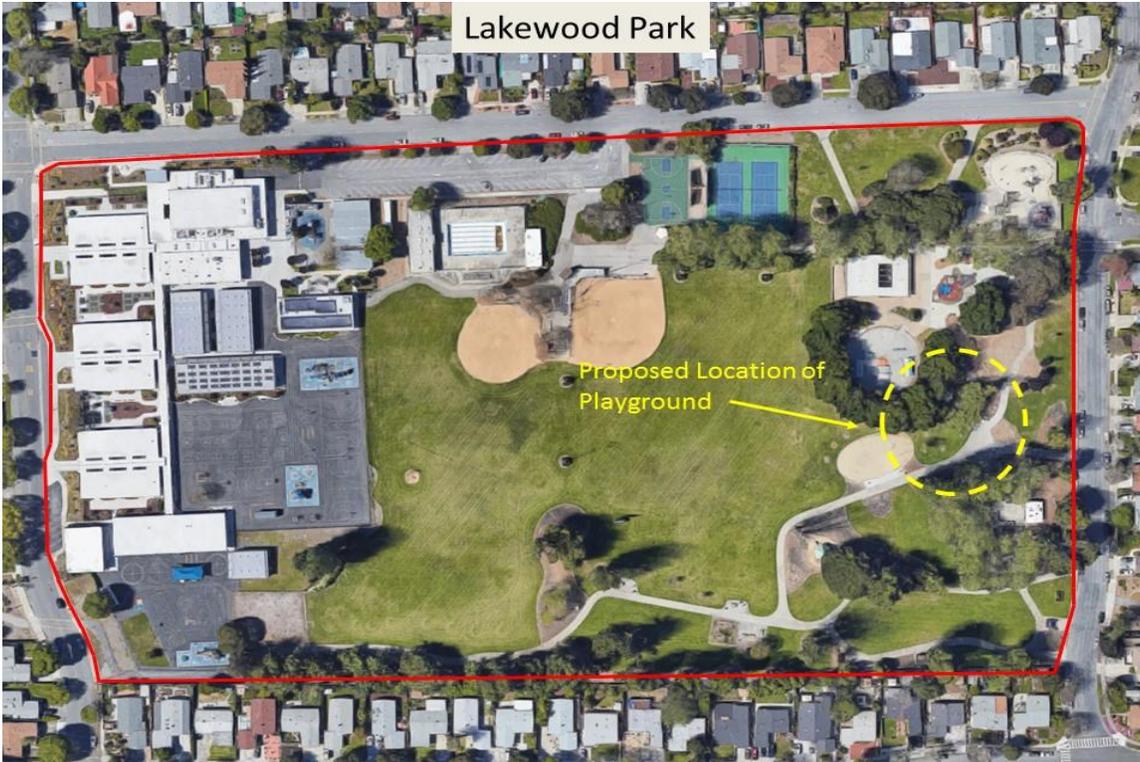
Silverlake Dr

Silverlake Dr

Exhibit B: Grant Application
Lakewood Park Vicinity

Site Photo 1 Lakewood Park Vicinity

Lakewood Park is less than a quarter mile from Highway 101 and roughly 1100 feet from Lawrence Expressway. The 55 and 55X VTA buses have stops at the Park less than 50 feet from the proposed location. The Vienna light rail station is 1 kilometer away. The Park is encircled with ample on-street parking (over 2600 feet along the perimeter of the Park) and during non-school hours there are 60 off-street parking spaces. Lakewood Park is one of the most socially and economically diverse neighborhoods in Sunnyvale. The Plaza del Rey and Casa de Amigos mobile home parks are in the vicinity.



Site Photo 2 Aerial view of Lakewood Park showing the proposed location of the Playground

The playground is located away from the busy corner of the Park, close to bathrooms and picnic area. There will be connecting pathway linking the Playground to the other areas of the park for mobility challenged users. The entire perimeter of the Park side is available for parking and has designated handicapped spaces. The existing trees on site surround the planned Playground and create a natural buffer space. Lakewood Elementary School is in the upper left hand corner of the park with an enrollment of 450 kindergarten to fifth-grade students. There is a VTA bus stop almost directly in front of the proposed location of the Playground.



Site Photo 3 View of existing playground to be replaced

This is the existing playground that will be demolished and replaced with the all-inclusive playground in a different location in the Park. This location was not deemed to be ideal due to its proximity to the street and busy corner of Lakechime Drive and Silverlake Drive. The current equipment is not accessible to many with disabilities. Asphalt and sand connects many of the different components. The existing playground is also farther away from the bathrooms and picnic areas.



Site Photo 4 View of the planned site from the south with existing picnic area and swings to be replaced by the Playground

The planned site is set back from the busy corner of the Park and surrounded by oak and pine trees. The site is located close to the Lakewood Park bathrooms and has concrete pathway that connects the site to the rest of the Park. Lakewood Elementary School can be reached via the contiguous pathway. The existing trees will provide shade and have a calming effect on Playground users. Existing picnic areas are close and have additional seating and shade.



Site Photo 5 View of the planned site from further south

A larger view of the planned location showing the mature trees surrounding the site. The site is set back from the street more than the current location. The planned Playground is one acre; however, the planned site has additional space available without removing mature trees or relocating the main picnic area.

ATTACHMENT 7

Project Timeline

Lakewood Park All-Inclusive Playground

Milestone	Date
Project approved by City Council	October 2017
Conceptual Design Complete	October 2020
Community Input Meetings	December 2020
Final Design Complete	April 2021
Construction Request for Bids	May 2021
Construction Bid Award	August 2021
Construction Begins	October 2021
Equipment Installation	July 2022
Opening Ceremony	April 2023



Sunnyvale

Memorandum

Date: 8/29/2019
To: All-Inclusive Playground Grant Committee
From: Kent Steffens, City Manager, City of Sunnyvale
Subject: Certification Letter Authorizing Grant Funding

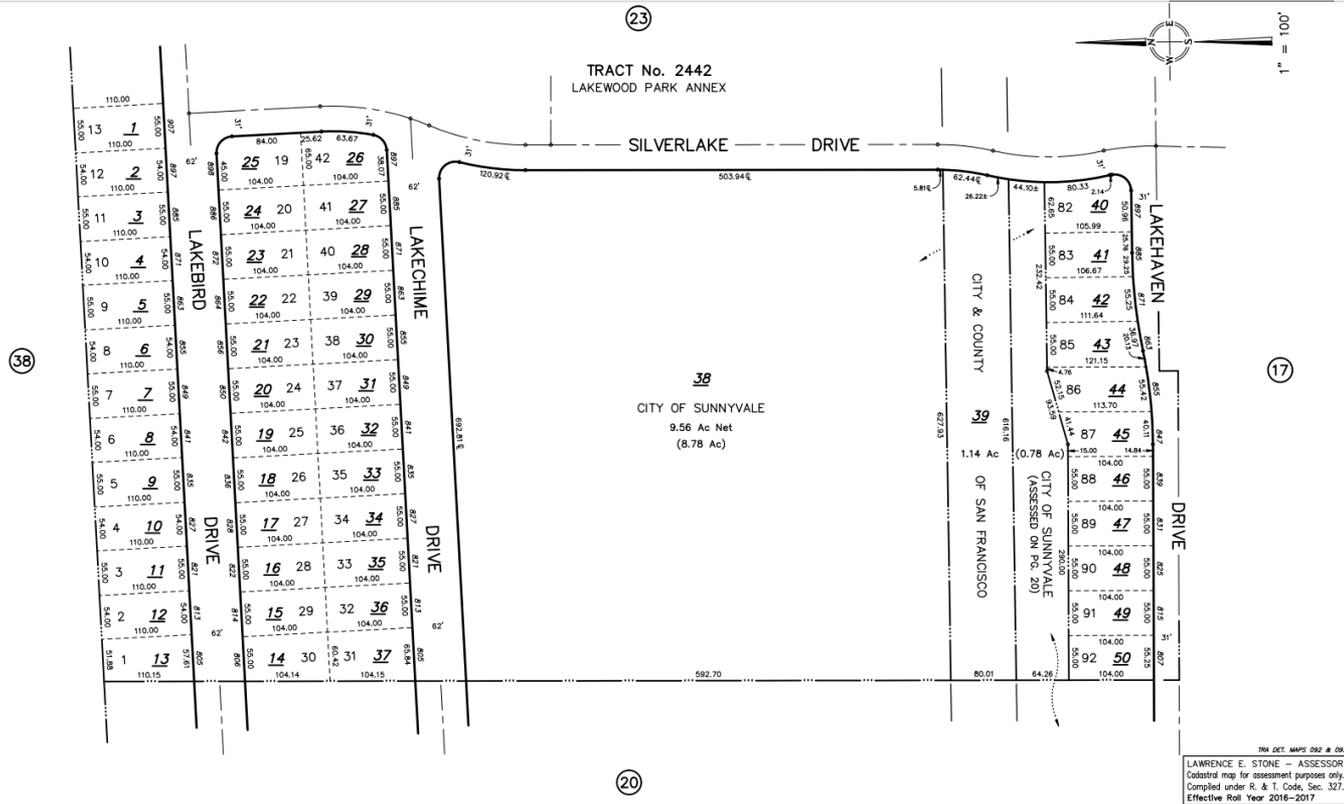
The City Manager of Sunnyvale is the Authorized Representative to apply for grant funding for the City. I approve the application for funds for the All-Inclusive Playground Project at Lakewood Park. The City of Sunnyvale is the owner of Lakewood Park and will remain the owner for the next twenty years. Lakewood Park and all Sunnyvale Parks are open to the public on a non-discriminatory basis. Please accept this letter as authorization for the City of Sunnyvale to apply for the All-Inclusive Playground Grant.

Sincerely,

Kent Steffens
City Manager

ATTACHMENT 12

County Assessor Map Showing City of Sunnyvale as Owners of Lakewood Park



ATTACHMENT 11

Required Regulatory Permits

City engineering staff believe there should be few if any Regulatory Permits needed for the Playground. The site does not have a stream or natural water or overhead electrical wires that need to be moved. There are no electrical or utilities that need to be addressed. Upon completion of the final design, the City will obtain any required permits.

ATTACHMENT 10

CEQA

Initial reviews of the conceptual plans by City staff indicates that this project would be exempt by CEQA under the waivers provided for replacement of existing structures. Once the final plans are complete, the City will file a Notice of Exemption with the County Clerk.

ATTACHMENT 14

Non-Profit Certification

N/A – The City of Sunnyvale is a California Charter City and not a Non-Profit Organization.

ATTACHMENT 13

Operation and Maintenance

The Playground will be maintained consistent with Park Standards for all City of Sunnyvale Parks (Please see the attached standards). These standards include a yearly evaluation by a Certified Playground Inspector for all components of the Park and Playground (Please see 2019 Lakewood Park Site Evaluation) and daily inspection by on-site Parks Staff. The City has electronic reporting tools for the public to notify City Staff of any problems, questions or issues that are encountered. The Park system is designed to have a full-time employee stationed at Lakewood Park (based on its size), a Park Leader who is responsible for the Parks in the immediate neighborhood, a Parks Supervisor who oversee the Parks Leaders and a Park Manager who is responsible for roughly a third of the Parks in Sunnyvale. The multi-layered organization ensures that accountability and responsiveness is a priority.

CREDITS

This manual was first created by Parks Division staff in 1989 and recently revised in 2018. Below are the people who have been instrumental in the creation and revision of this document.

Robert A. Walker
Director of Parks and Recreation

Curtis Black
Superintendent of Parks

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Park Supervisors

Bob Merrill
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Staff Office Assistant

TABLE OF CONTENTS

PROGRAM 267 - NEIGHBORHOOD PARKS **PAGE**

I. INTRODUCTION 2

II. LANDSCAPING

Turf 3-4

Trees 5

Ground Covers and Shrubs..... 6

Ornamental Water Features..... 7

III. RECREATIONAL FACILITIES

Turf Athletic Fields 8-9

Ball Fields (Infield's)..... 10

Tennis/Basketball Courts..... 11

Par Courses..... 12

Playgrounds 13-14

Picnic Sites..... 15

Multi-Purpose Buildings 16

Other Recreational Facilities 17

IV. SUPPORT FACILITIES

Restrooms 18

Hardscapes 19

Structures and Fixtures 20

INTRODUCTION

Revised in 2018, this **QUALITY STANDARDS MANUAL** makes obvious the important connection between the budget and park operations. When the Parks Division budget structure was revised in the fall of 1995, special effort was taken to create **OUTCOME MEASURES for ATTRACTIVENESS and USABILITY** that relate to tangible park features. These same **ATTRACTIVE and USABILITY OUTCOMES** serve as the framework of this manual, thereby exposing each employee to, and facilitating their ability to comprehend the budget structure.

The **QUALITY STANDARDS** contained in the manual define the desired conditions of those same tangible park features and are a natural expansion of budgetary **OUTCOME MEASURES**. Broad division goals and objectives have thereby been translated into very simple, yet specific, outcome standards with which all employees can identify.

This manual also provides a framework for periodically inspecting the tangible features of each park site, and for evaluating their condition. Senior Parks Leaders and other staff that evaluate park areas will note that the following Quality Standards for park components have been simplified. That is, the inspection audits contain a series of “Yes” and “No” questions. For example, either turf color is “uniform and quite green despite occasional small (in proportion to overall size of lawn) spots of discoloration (yellowing/browning, etc.) noticeable from a distance”, or it’s not. Therefore, the Quality Standards have been placed in **BOLD** type for each component as staff perform regular inspections and evaluate conditions. The findings of these inspections are then reported and compared to planned levels of achievement as detailed in the budget.

The greatest benefit of this manual to park employees, however, has little to do with the budget structure. ***Clear expectations relative to the maintenance of those physical features for which they are held responsible provide staff with basic information and direction related to the provision of service levels expected by management and agreed upon by City Council.*** As management’s expectations serve as the basis for evaluating employee performances as well, the information contained in this manual could be likened to a road map depicting some of the most direct routes to acceptable or above average performance audit ratings.

ORNAMENTAL TURF

Ornamental turf refers to those lawn areas serving primarily as visual attractions. Because different types of grasses serve different functions, the methods we use to maintain them, the dollars allotted for their maintenance and the criteria we use to evaluate them are also different. On athletic fields, for example, usability is more important than attractiveness (for information on athletic fields see "Recreational Facilities"; for meadow grasses see "Ground Covers").

No other structure, fixture or landscape feature has a greater impact on the appearance of our park system than that of the ornamental turf. Indeed, the quality of it often overshadows all else. For many observers, it is the primary indicator of overall park quality. A well-managed lawn can effectively draw attention away from shortcomings in other areas, while impressions of even the best facility can be quickly ruined by poorly-managed turf.

In regard to attractiveness, the quality of turf in lawn areas shall be judged by a review of five factors - color, height, density, texture, and edging.

In regard to usability, the quality of turf in lawn areas shall be judged by a review of one factor – utility.

ATTRACTIVE

Color

There is no doubt that color is one of the most obvious and widely-used (if not the most valid) indicator of turf quality. So great is its influence that it can leave a lasting impression (good or bad) on those who may never do more than view the park from a passing automobile.

It is intended that only the color of existing turf will be evaluated. That is, a lack of color due to an inoperative sprinkler or chemically treated Kikuyu grass would affect the rating, but a lack of color due to non-existent turf (bare patches) would not. Such problems would be identified and rated under a separate category (e.g., density).

Quality Standard: Overall color is uniform and quite green despite occasional small (in proportion to overall size of lawn) spots of discoloration (yellowing/browning, etc.) noticeable from a distance.

Height

The importance of uniform height to turf is easily demonstrated by the visual impact of a newly-mowed lawn next to one that has not been maintained for several days. Height also can affect the utility of the turf.

Quality Standard: Turf is kept at a uniform height.

Density

The density of turf is as important as its height. A thick stand of turf provides a more functional surface for park users, a healthier, groomed appearance, and greater protection against texture variations (by allowing fewer weeds to germinate) than does a thin stand. It is intended that the overall density of designated lawn areas will be evaluated, not just that of existing grasses. That is, this is where the impact of bare spots is taken into account

Quality Standard: Turf appears extremely dense from a distance. Closer inspection reveals that while it is quite dense, the soil surface can be identified without great difficulty.

Texture

The importance of uniform texture when judging the overall quality of a lawn is subtle but considerable. Often, for example, it is the different texture of weeds which makes them offensive to the eye in a stand of turf. Degrees of difference in texture account for the fact that broadleaf weeds are generally more noticeable, and hence more offensive, than grassy weeds.

Quality Standard: Texture from a distance is quite consistent as characterized by lawns comprised solely of grass blades. Slight or patchy variations in grass blade texture may be evident. Close inspection may reveal occasional, broadleaf weeds.

Edging

The aesthetic qualities of turf are generally enhanced by clear, purposeful contrasts to surrounding differences in material, texture and color. This is achieved by clearly defining the borders of designated turf areas. The more obvious the border, the sharper the contrast. Allowing grasses to stray from their designated boundaries may impact not only the overall appearance of the turf, but the utility of surrounding park surfaces as well.

Quality Standard: Designated turf boundaries are obvious and sharply defined throughout the park.

USABLE

Utility

Park visitors use lawn areas for a variety of purposes, including such activities as picnicking, informal ball games, kite flying and passive recreation. While the five factors previously mentioned may influence the utility of a lawn, other constraints affect it as well. An uneven soil surface, for example, can make it more difficult or dangerous for users to jog or to play ball; a soggy or deeply-rutted lawn is of little use to picnickers.

Quality Standard: Entire lawn area is capable of supporting all reasonable lawn activities. There are no areas unsuitable for use.

TREES

Sunnyvale maintains an urban forest throughout its park system because it recognizes the vital roles that trees play in landscape beautification. Trees provide us with various colors, shapes and textures -- with natural grace and beauty. They camouflage unsightly scenes and break the monotony of man-made materials such as concrete and asphalt.

The City also realizes that trees contribute a great deal more than their natural beauty to the quality of our lives. They help to keep our air supply fresh by producing oxygen and absorbing the carbon dioxide we, our industries and automobiles produce. Their leaves trap and filter dust and pollen. Trees act as natural air conditioners, providing shade in the summer and insulation during winter months. Trees slow strong winds, function as effective sound barriers, afford us shade and privacy, and increase surrounding property values.

The large number of trees comprising our park systems forest makes it difficult to perform a detailed, time-consuming appraisal of each tree on a tri-annual basis. Indeed, a thorough evaluation would require that each tree be climbed and inspected by a qualified arborist--an unwarranted task requiring thousands of hours. While initial observations of specific trees may prompt such detailed evaluations on occasion, the routine inspection of each tree on a tri-annual basis shall be performed from ground level and in the following manner:

ATTRACTIVE

Quality Standard: Trees should display at least some semblance of the form common to the species. Some allowance shall be made for natural "character", but grossly misshapen trees will not pass muster.

Quality Standard: There should be no stubs, dead "flags" or other unsightly distractions.

Quality Standard: Stumps should not be visible. They should either be removed to at least twelve inches below ground (e.g., in open turf) or hidden by existing vegetation (e.g., planter beds).

USABLE

Quality Standard: Trees planted for a specific reason (e.g., to serve as visual screens, noise barriers, or to provide summer shade) should serve the intended purpose.

Quality Standard: Tree limbs should not interfere with buildings, utility wires, etc.

Quality Standard: Limbs and/or foliage should not obstruct park signs. Tree roots should not interfere with the utility of surrounding facilities or fixtures.

GROUND COVERS AND SHRUBS

Ground covers vary widely in height, leaf color, texture and form. Although technically most any plant which covers the surface may be called ground cover, most plants within the park system designated as ground cover are low-growing evergreen plants which are encouraged to form a fairly dense mat.

A shrub can be generally defined as a woody perennial plant, often with many stems, which measure 8" or less. This is a useful working definition, but is rather arbitrary, as distinctions between ground covers and shrubs and between shrubs and trees can blur. Certain shrubs can be designated as ground cover while others can be trained as trees.

Both Ground Cover and Shrubs serve several landscape functions. Ground Cover is a relatively low maintenance portion of the landscape, which can help suppress weeds and aid in soil retention. Ground Cover/Shrubs may be planted to route traffic or camouflage unsightly objects (vacuum breakers, poles, etc.) They also provide visual interest and contrast to expanses of turf areas by varying heights, shapes, and seasonal color.

ATTRACTIVE

Quality Standard: There are no inappropriate bare areas in ground cover areas. One may see bare ground in a close view, but the planting presents an overall dense appearance.

Quality Standard: Flowering G.C./Shrubs display good distribution of flowers (in appropriate season) across entire planting.

Quality Standard: No evidence of pests or debris from normal viewing distances. Close inspection reveals minor signs of pests/disease.

USABLE

Quality Standard: Plants conform to height consistent with species and intended function.

ORNAMENTAL WATER FEATURES

Ornamental water features provide accent to parks areas and public facilities. The fountains and ponds at the Sunnyvale Community Center play a major role in visitor satisfaction and usability. Similarly, park water features such as the Serra Park stream, Las Palmas and Braly Park ponds provide soothing sounds and visual relief for City dwellers. While all parks do not have ornamental water features, it is essential that the Parks Division maintains these features in accordance with the following standards.

ATTRACTIVE

Quality Standard: are free of floating objects and algae.

Quality Standard: appropriate water color is maintained.

Quality Standard: appropriate water level is maintained.

USABLE

Rating Criteria : fountains should be functional

Quality Standard: pond lights should be functional (if applicable).

TURF ATHLETIC FIELDS

No other structure, fixture or landscape feature has a greater impact on the appearance of our park system than that of the ornamental turf. Indeed, the quality of it often overshadows all else. For many observers, it is the primary indicator of overall park quality. A well-managed lawn can effectively draw attention away from shortcomings in other areas, while impressions of even the best facility can be quickly ruined by poorly-managed turf.

ATTRACTIVE

Color

There is no doubt that color is one of the most obvious and widely-used (if not the most valid) indicator of turf quality. So great is its influence that it can leave a lasting impression (good or bad) on those who may never do more than view the park from a passing automobile.

It is intended that only the color of existing turf will be evaluated. That is, a lack of color due to an inoperative sprinkler or chemically treated Kikuyu grass would affect the rating, but a lack of color due to non-existent turf (bare patches) would not. Such problems would be identified and rated under a separate category (e.g., density).

Quality Standard: Overall color is uniform and quite green despite occasional small (in proportion to overall size of lawn) spots of discoloration (yellowing/browning, etc.) noticeable from a distance.

Height

The importance of uniform height to turf is easily demonstrated by the visual impact of a newly-mowed lawn next to one that has not been maintained for several days. Height also can affect the utility of the turf.

Quality Standard: Turf is kept at a uniform height.

Density

The density of turf is as important as its height. A thick stand of turf provides a more functional surface for park users, a healthier, groomed appearance, and greater protection against texture variations (by allowing fewer weeds to germinate) than does a thin stand. It is intended that the overall density of designated lawn areas will be evaluated, not just that of existing grasses. That is, this is where the impact of bare spots is taken into account

Quality Standard: Turf appears extremely dense from a distance. Closer inspection reveals that while it is quite dense, the soil surface can be identified without great difficulty.

Edging

The aesthetic qualities of turf are generally enhanced by clear, purposeful contrasts to surrounding differences in material, texture and color. This is achieved by clearly defining the borders of designated turf areas. The more obvious the border, the sharper the contrast. Allowing grasses to stray from their designated boundaries may impact not only the overall appearance of the turf, but the utility of surrounding park surfaces as well. Edges designed to flow or be more subtle in nature should be identified prior to the audit.

Quality Standard: Designated turf boundaries are obvious and clearly defined throughout the park.

USABLE

Utility

Park visitors use lawn areas for a variety of purposes, including such activities as picnicking, informal ball games, kite flying and passive recreation. While the five factors previously mentioned may influence the utility of a lawn, other constraints affect it as well. An uneven soil surface, for example, can make it more difficult or dangerous for users to jog or to play ball; a soggy or deeply-rutted lawn is of little use to picnickers.

Quality Standard: Entire lawn area is functional (capable of supporting all reasonable lawn activities).

BALL FIELDS (INFLELDS)

Turf areas of sports fields are maintained in accordance with the Quality Standards in section II. of this manual. However, the condition of the ball field infields is integral to use of the sport fields for hundred of park visitors of all ages. The following Quality Standards apply specifically to the softball, pony colt and little league ball fields throughout the neighborhood park system.

ATTRACTIVE

Quality Standard: areas are free of litter and debris.

Quality Standard: areas are free of weeds.

Quality Standard: bleachers and backstops are properly painted/sealed where appropriate.

USABLE

Quality Standard: areas are reasonably level, free of holes, depressions, rocks and debris.

Quality Standard: areas have clearly defined boundaries.

Quality Standard: areas are free of compaction.

Quality Standard: areas are free of excess water.

Quality Standard: lights are functional.

TENNIS AND BASKETBALL COURTS

Tennis and basketball courts are maintained through combined operational and capital efforts. Court surfaces are sealed and striped periodically and staff provides the all important task of litter removal, net repair/replacement and court washing on a routine basis. The following Quality Standards assist staff in meeting the City Council established Outcomes for these facilities.

ATTRACTIVE

Quality Standard: areas are free of litter and debris.

Quality Standard: areas are free of vandalism and graffiti.

Quality Standard: Surfaces are painted where applicable.

USABLE

Quality Standard: areas are smooth without large cracks.

Quality Standard: have clearly visible and well-defined lines.

Quality Standard: nets, rims and backboards are set at the proper height and/or tension.

Quality Standard: areas are clean.

Quality Standard: lights are functional.

PAR COURSES

Par (exercise) courses are located at many Park/School sites and serve the needs of local neighbors and students as well. These par courses consist of walking/jogging tracks with occasional simple exercise stations, including signage to instruct participants of the most beneficial exercise program for that particular station.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

Quality Standard: surfaces are painted where applicable.

USABLE

Rating Criteria : are in good repair.

Quality Standard: are clean.

Quality Standard: functional according to their intended purpose.

PLAYGROUNDS

The relatively high standards by which we judge the quality of our playgrounds is a reflection of their importance in several respects. First, they are depended on by both children and guardians on a regular basis. It should be kept in mind that while one inoperative piece of play equipment may seem to you a minor problem when compared to your total park responsibilities, to any number of children it may be a catastrophic loss as their scope of concern is extremely narrow and tends to focus on immediate gratification.

Second, related safety issues become paramount when one considers that while children are among our most precious natural resources, they cannot be expected to search for or to recognize many threats to their own well-being. For this, they are largely dependent on you.

The quality of playgrounds and tot lots (defined below) shall be judged on the basis of their safety, utility, and attractiveness, with the following description serving as the general quality standard:

Designated playgrounds and tot lots shall be maintained to be safe and attractive, and to provide school-age children with a variety of skill and sensory activity opportunities, such that the qualities of safety, aesthetics, and utility are in superior condition throughout the year.

DEFINITIONS

Tot Lots

Designed with very young children in mind. Base material is generally washed plaster sand, which serves as the primary medium for tot activity. There are few, if any, fixtures or structures, and those that do exist present rounded edges and limited moving parts (save for guardian-supervised activities such as tot swings).

Playgrounds

Designed with older children in mind. Base material is generally a soft decorative bark capable of withstanding heavy foot traffic and cushioning minor falls. Fixtures/structures are planned to stimulate children's imagination and to provide a variety of skill and sensory experiences.

Safety

Safety is by far the most important standard by which we evaluate the quality of our playgrounds. It is expected that safety will always be the Parks Worker's highest priority, and that he/she will pay close and special attention to areas frequented by children.

Informal (unscheduled) safety inspections of playground areas should be performed often by the Parks Worker, and hazards identified should be eliminated immediately (within 48 hours). Equipment which cannot be repaired immediately should be removed from service whenever possible, thus rendering them safe. **Please note that all safety hazards must be communicated to the main Park's Office (730-7506) and documented on the Hazard/Vandalism Log Sheet as well.**

The following list of quality standards should be used as a general guide during playground safety inspections. They are meant to serve as basic foundations on which to build - they are not substitutes for close scrutiny or common sense.

ATTRACTIVE

Beauty, as the saying goes, is in the eye of the beholder. Thus, this particular rating of playground equipment requires a certain amount of subjectivity. The intent, however, is not to judge the appeal of a structure's design, or the choice of color for a particular piece of equipment; rather, the intent is to judge the appearance of each piece of play equipment as compared to its original appearance (e.g., Is the paint peeling? Does it appear to be in "very used" or "like new" condition?).

Playgrounds, and activity centers in particular, will never be fully functional if they are not attractive to those intended to use them. In general, children prefer new things to old, shiny objects instead of dull, and bright colors as compared to faded. Playground apparatus should be maintained and rated with this in mind.

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

Quality Standard: surfaces are bright and colorful.

USABLE

Playground utility refers to the ability of individual pieces of equipment to perform their intended function.

Rating Criteria : apparatus serve their intended purpose.

Quality Standard: surfaces are clean.

Quality Standard: surface material is adequate.

PICNIC SITES

Neighborhood parks attract thousands of picnickers each year. Companies and residents use these facilities extensively in the warm season. It is essential that staff prepare picnic sites for this intense use and hold to the Quality Standards noted below so the picnic users experience will be positive and memorable.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

Quality Standard: surfaces are painted where applicable.

USABLE

Quality Standard: are functional according to their intended purpose.

Quality Standard: are clean.

MULTI-PURPOSE BUILDINGS

Parks buildings are used for a variety of functions and purposes, hence the common reference; multi-purpose buildings. Park staff's responsibilities, in terms of buildings, are primarily limited to those of custodial nature. While staff do monitor general building conditions and report obvious problems to the Facilities Management Division. Facilities Management has responsibility to inspect and maintain the structural integrity of all buildings. This includes responsibility not only for such problems as leaking roofs and termite damage but for preventative maintenance designed to prolong the structural integrity of the building (e.g., painting)* The quality standards listed below, speak to the custodial responsibilities of Park staff. For more information regarding other areas of responsibility, contact the Facilities Management Division.

* In addition, various user groups are expected to provide for and maintain special building features provided primarily or exclusively for their use.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

USABLE

Quality Standard: are functional according to their intended purpose.

Quality Standard: are free of litter, debris and clean

OTHER RECREATIONAL FACILITIES

Other Recreational Facilities include the bowling green, handball, horseshoe, shuffleboard and volleyball courts. Many of these facilities may go unused several days per week or during off-season months. These facilities have proven valuable to park visitors over past decades. User groups tend to be tightly focused on their particular activity. Therefore, staff should take the time to learn about the games/sports that are played in these facilities and maintain them in accordance with the following Quality Standards.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

USABLE

Quality Standard: are functional according to their intended purpose.

Quality Standard: are free of litter, debris and clean

RESTROOMS

While ornamental turf areas are key to the public's general perception of park conditions, the condition of Park restrooms can destroy even the most positive opinions of park conditions. Properly or poorly maintained restrooms are both noted by park visitors. Many visitors use the restroom condition as their criteria for which park to visit. Few tasks provide staff an opportunity (when properly done) to make such a positive impact on the perception of Sunnyvale's parks. The restroom Quality Standards are as follows:

ATTRACTIVE

Quality Standard: toilets, urinals, sinks and partitions are clean.

Quality Standard: toilets, urinals, sinks and partitions are free of graffiti.

Quality Standard: are odor free.

USABLE

Quality Standard: are clean.

Quality Standard: are odor free.

Quality Standard: are functional.

HARDSCAPES

Park hardscapes facilitate many activities throughout the parks system. Movement from one park activity center (building, sports field, etc.) to another is just one purpose of hardscapes. Other important uses include parties on patios near buildings and leisure strolls. And, no other portion of the parks systems holds as great a potential for visitor injury. It is critical that staff familiarize themselves with, and provide support actions for the following hardscape Quality Standards.

ATTRACTIVE

Quality Standard: are free of weeds, graffiti and debris.

USABLE

Quality Standard: Are free of obstructing debris.

Quality Standard: Displaced hardscapes should not have unintended differentials greater than one-half inch in height.

Quality Standard: Hardscapes should be free of severe cracking and/or unintended separations greater than one-half inch wide.

STRUCTURES AND FIXTURES

Our ability to accurately assess the quality of our maintenance efforts is dependent on comprehensive inventories of those items entrusted to our care. "Structures and Fixtures" groups together a large number of physical park features not addressed by more specific objectives, including everything from waste containers to flag poles. Therefore, while a list of items covered by this objective will be generated for every park, each will be unique and site-specific.

Each item shall be observed and judged relative to its ability to meet all the quality standards listed on the following checklist. An item which does not meet all the listed criteria is counted as such, whether it fails to meet just one or all of the quality standards listed.

NOTE: All hazardous conditions and/or acts of vandalism shall also be reported as soon as possible to the Main Parks Office (730-7506).

Backflow prevention devices, backstops (portable), benches, bike racks, bleachers, bollards, cigarette butt cans, drinking fountains, dumpsters and their enclosures, fences and gates, flagpoles, light standards and fixtures, pay phones, planter boxes, raised beds, container plants, signage, statues, sculptures, art work, trellises, arbors, utility boxes, and waste containers should be:

ATTRACTIVE

Quality Standard: clean and free of debris.

Quality Standard: free of vandalism and graffiti.

Quality Standard: clean and free of debris.

Quality Standard: painted/sealed where applicable.

USABLE

Quality Standard: secure and stable.

Quality Standard: have visible signage.

Quality Standard: functional according to their intended purpose.

Exhibit B: Grant Application

LANDSCAPING EVALUATION

PARK/SITE NAME: LAKEWOOD PARK						Jun-19		28
COMPONENT	ATTRACTIVE	YES	NO	USABLE	YES	NO		
ORNA-MENTAL TURF	1. Areas are a medium to dark green.		X	1. Areas are capable of supporting all allowable activities.				
	2. Areas are a uniform height	X			X			
	3. Areas are dense.	X						
	4. Areas are free of weeds.		X					
	5. Areas have sharply defined boundaries.	X						
	6. Areas are free of litter and debris.	X						
Comments:								
TREES	7. Display a semblance common to the species.		X	2. Serve their intended purpose.		X		
	8. There <u>ARE NO</u> visible stubs.	X		3. Limbs or foliage <u>ARE NOT</u> obstructing lights or buildings.	X			
	9. There <u>ARE NO</u> visible stumps.	X		4. Roots <u>ARE NOT</u> interfering with the utility of the surrounding facilities or fixtures.	X			
Comments:								
GROUND COVERS	10. Areas are well defined and	X		5. Conform to their intended height.	X			
	11. Foliage is healthy	X		6. Serve their intended function.	X			
	12. Have a good display of annual color.	X						
	13. Areas are free of litter and debris.	X						
Comments:								
OVERALL RATING	• THE OVERALL SITE IS ATTRACTIVE •			• THE OVERALL SITE IS USABLE •				
Comments:	Rating:	77%	C		Rating:	83%	B	

Exhibit B: Grant Application

LANDSCAPING EVALUATION

PARK/SITE NAME: LAKEWOOD SCHOOL						Jun-19		29			
COMPONENT	ATTRACTIVE	YES	NO	USABLE	YES	NO					
TREES	7. Display a semblance common to the species.		X	2. Serve their intended purpose.		X					
	8. There <u>ARE NO</u> visible stubs.	X		3. Limbs or foliage <u>ARE NOT</u>							
	9. There <u>ARE NO</u> visible stumps.	X		obstructing lights or buildings.	X						
				4. Roots <u>ARE NOT</u> interfering with the utility of the surrounding facilities or fixtures.	X						
Comments:											
GROUND COVERS	10. Areas are well defined and fully covered.		X	5. Conform to their intended height.	X						
	11. Foliage is healthy	X		6. Serve their intended function.		X					
	12. Have a good display of annual color.	X									
	13. Areas are free of litter and debris.	X									
Comments:											
OVERALL RATING	• THE OVERALL SITE IS ATTRACTIVE •			• THE OVERALL SITE IS USABLE •							
Comments:	Rating: <table border="1"><tr><td>71%</td></tr><tr><td>C</td></tr></table>			71%	C	Rating: <table border="1"><tr><td>60%</td></tr><tr><td>D</td></tr></table>				60%	D
71%											
C											
60%											
D											

**** ALL SAFETY HAZARDS SHOULD NOT BE INDICATED ON THIS FORM. THEY SHOULD BE REPORTED TO THE MAIN PARKS OFFICE (730-7506) AS SOON AS POSSIBLE ****

Exhibit B: Grant Application

RECREATIONAL FACILITIES EVALUATION

PARK/SITE NAME: LAKEWOOD PARK						Jun-19		27	
COMPONENT	ATTRACTIVE	YES	NO	USABLE	YES	NO			
TURF ATHLETIC FIELDS	1. Areas are a medium to dark green.		X	1. Areas are capable of supporting all allowable activities.					
	2. Areas are free of litter and debris.	X				X			
	3. Areas are free of weeds.		X	2. Areas have clearly defined boundaries			X		
						X			
Comments:									
BALL FIELDS (INFIELD'S)	4. Areas are free of litter and debris.		X	4. Areas are capable of supporting all allowable activities.					
	5. Areas are free of weeds.		X			X			
	6. Bleachers, backstops are properly painted/sealed where appropriate.				5.*Areas have clearly defined boundaries.			X	
				X	6. Areas are free of compaction.			X	
					7. Areas are free of excess water.			X	
Comments:				* The infield includes the turf edge adjacent to the infield.					
TENNIS/ BASKET-BALL COURTS	7. Areas are free of litter and debris.		X	9. Areas are smooth w/o large cracks.			X		
	8. Areas are free of vandalism and graffiti.		X	10. Have clearly visible and well defined lines			X		
	9. Surfaces are painted where applicable.		X	11. Nets, rims and backboards are set at the proper height and/or tension.				X	
									X
Comments:				12. Areas are clean.					
				13. Lights are functional.					

**** ALL SAFETY HAZARDS SHOULD NOT BE INDICATED ON THIS FORM. THEY SHOULD BE REPORTED TO THE MAIN PARKS OFFICE (730-7506) AS SOON AS POSSIBLE ****

Exhibit B: Grant Application

RECREATIONAL FACILITIES EVALUATION

PARK/SITE NAME: LAKEWOOD PARK						Jun-19		28
COMPONENT	ATTRACTIVE	YES	NO	USABLE	YES	NO		
PLAY-GROUNDS	13. Areas are free of litter and debris.		X	17. Apparatus serve their intended purpose.				
	14. Areas are free of vandalism and graffiti.		X		X			
	15. Surfaces are bright and colorful.		X	18. Surfaces are clean.		X		
	<i>Comments:</i>							
PICNIC SITES	16. Areas are free of litter and debris.		X	19. Are functional according to their intended purpose.	X			
	17. Areas are free of vandalism and graffiti.		X				X	
	18. Surfaces are painted/sealed where applicable.		X	20. Are clean.				
<i>Comments:</i>								
MULTI-PURPOSE BUILD.	19. Areas are free of litter and debris.	X		21. Are functional according to their intended purpose.	X			
	20. Areas are free of vandalism and graffiti.	X			22. Are clean and free of litter and debris.	X		
	<i>Comments:</i>							
OTHER REC. FAC.	21. Areas are free of litter and debris.		X	23. Are functional according to their intended purpose.	X			
	22. Areas are free of vandalism and graffiti.		X		24. Are free of litter, debris and clean.		X	
<i>Comments:</i>								
OVERALL RATING	• THE OVERALL SITE IS ATTRACTIVE •			• THE OVERALL SITE IS USABLE •				
<i>Comments:</i>	<i>Rating:</i>	26%		<i>Rating:</i>	67%			
		F			D			

Exhibit B: Grant Application

RECREATIONAL FACILITIES EVALUATION

PARK/SITE NAME: LAKEWOOD SCHOOL						Jun-19		29	
COMPONENT	ATTRACTIVE	YES	NO	USABLE	YES	NO			
TURF ATHLETIC FIELDS	1. Areas are a medium to dark green.		X	1. Areas are capable of supporting all allowable activities.					
	2. Areas are free of litter and debris.		X		X				
	3. Areas are free of weeds.		X	2. Areas have clearly defined boundaries	X				
					X				
<i>Comments:</i>									
BALL FIELDS (INFIELD'S)	4. Areas are free of litter and debris.		X	4. Areas are capable of supporting all allowable activities.					
	5. Areas are free of weeds.	X			X				
	6. Bleachers, backstops are properly painted/sealed where appropriate.				5.*Areas have clearly defined boundaries.	X			
		X			6. Areas are free of compaction.	X			
					7. Areas are free of excess water.	X			
<i>Comments:</i>				* The infield includes the turf edge adjacent to the infield.					
OVERALL RATING	• THE OVERALL SITE IS ATTRACTIVE •			• THE OVERALL SITE IS USABLE •					
<i>Comments:</i>	<i>Rating:</i> 33%			<i>Rating:</i> 100%					
	F			A					

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Exhibit B: Grant Application

SUPPORT FACILITIES EVALUATION

PARK/SITE NAME: LAKEWOOD PARK						Jun-19		24	
COMPONENT	ATTRACTIVE	YES	NO	USABLE	YES	NO			
AUX. REST-ROOMS	1. Toilets, urinals, sinks and partitions are clean.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Are clean.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Are odor free.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	2. Toilets, urinals, sinks and partitions are free of graffiti.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Are functional.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	3. Are odor free.	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
<i>Comments:</i>									
HARD-SCAPES	7. Are free of weeds, graffiti and debris.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Are capable of supporting all allowable activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	<i>Comments:</i>								
STRUCTURES/FIXTURES	8. Are clean and free of debris.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Are secure and stable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	9. Areas are free of vandalism and graffiti.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Signs are visible.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	10. Surfaces are painted/sealed where applicable.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Are functional according to their intended purpose.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
	<i>Comments:</i>								
OVERALL RATING	• THE OVERALL SITE IS ATTRACTIVE •			• THE OVERALL SITE IS USABLE •					
<i>Comments:</i>		<i>Rating:</i>	43% F				<i>Rating:</i>	85% B	

Exhibit B: Grant Application

SUPPORT FACILITIES EVALUATION

PARK/SITE NAME: LAKEWOOD SCHOOL						Jun-19		25
COMPONENT	ATTRACTIVE	YES	NO	USABLE	YES	NO		
HARD-SCAPES	4. Are free of weeds, graffiti and debris.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Are capable of supporting all allowable activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<i>Comments:</i>								
STRUCTURES/FIXTURES	5. Are clean and free of debris.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Are secure and stable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	6. Areas are free of vandalism and graffiti.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Signs are visible.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	7. Surfaces are painted/sealed where applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Are functional according to their intended purpose.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<i>Comments:</i>								
OVERALL RATING	• THE OVERALL SITE IS ATTRACTIVE •			• THE OVERALL SITE IS USABLE •				
<i>Comments:</i>	<i>Rating:</i>	50%	F	<i>Rating:</i>	100%	A		

**** ALL SAFETY HAZARDS SHOULD NOT BE INDICATED ON THIS FORM. THEY SHOULD BE REPORTED TO THE MAIN PARKS OFFICE (730-7506) AS SOON AS POSSIBLE ****

Exhibit C – Insurance Requirements and Proof of Insurance

INSURANCE REQUIREMENTS FOR
GRANT AGREEMENT

Indemnity

The Grantee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Grantee and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Grantee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Grantee contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Grantee's indemnification of the County, the Grantee shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Grantee shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Grantee upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Grantee shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Grantee.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

All-Inclusive Playground Grant Agreement (Program Two-Round 2)

By and Between City of Sunnyvale and
the County of Santa Clara

pg. 14 of 16

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Grantee shall be notified by the contracting department of these requirements.

All-Inclusive Playground Grant Agreement (Program Two-Round 2)

By and Between City of Sunnyvale and
the County of Santa Clara

pg. 15 of 16

Exhibit C – Insurance Requirements and Proof of Insurance

4. Fidelity Bond

Before receiving any reimbursement under this Agreement, Grantee will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Grantee will notify County immediately, and County may withhold further payment to Grantee until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Grantee and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Grantee pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Grantee. However, this shall not in any way limit liabilities assumed by the Grantee under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Grantees obligation hereunder may be satisfied in whole or in part by adequately funded self- insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Grantee shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Grantee may insure subcontractors under its own policies.



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

**Certificate Holder and
Additional Covered Party:**

County of Santa Clara, and members of the Board of Supervisors of the
County of Santa Clara, and the officers, agents, and employees of the
County of Santa Clara, individually and collectively
Parks & Recreation Department,
298 Garden Hill Drive
Los Gatos, CA 95032
Attn: Director of Parks

**This certifies that the coverage
described herein has been issued to:** Sunnyvale

Description of Activity: Funding Agreement for All Inclusive Playground Grant Program with the County of
Santa Clara

Date(s) of Activity: Feb 14, 2018 to Feb 14, 2038

Location of Activity:
Sunnyvale, CA

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$250,000 excess of \$750,000	Jun 30, 2021

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

Jul 1, 2020

Date

Authorized Signature

Tony Giles, CPCU, ARM-P, General Manager

Name and Title (Print or type)