



# TOWN OF FAIRFAX

## STAFF REPORT

### October 2, 2013

**TO:** Mayor and Town Council

**FROM:** Garrett Toy, Town Manager *GT*

**SUBJECT:** Accept \$20,000 KaBoom! grant for playground equipment for Peri Park

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#### **RECOMMENDATION**

- 1) Authorize the Town Manager to execute the Letter of Agreement to accept the KaBoom! grant of \$20,000 for playground equipment in Peri Park.
- 2) Allocate \$5,000 towards the minimum grant matching fund requirement of \$10,000 and authorize staff to work with community groups and Town committees to meet the requirements of the grant.

#### **BACKGROUND**

In May 2013, the Town was recognized by KaBOOM! as a Playful City USA community making it eligible for a grant via Let's Play, a community partnership led by Dr Pepper Snapple Group. KaBOOM!, a national non-profit organization, created Playful City USA in 2007 to help local governments promote local policies/programs that increase play opportunities for children as well as address the lack of play among children. KaBoom! selected Fairfax for its outstanding dedication to play.

Staff applied for a \$20,000 grant in July to replace older play equipment at Peri Park. The matching requirement is \$10,000 for the equipment not including installation costs. The grant requires the Town to spend a minimum of \$30,000 for playground equipment from a KaBoom! preferred vendor. In addition, the Town must follow KaBoom!'s community-build model to plan, design, fundraise, and build the project. The project must be completed by September 10, 2014.

The Town's Recreation staff will be forming a working committee consisting of representatives from a parents group, PARC, and the Volunteer Board to develop a plan for fundraising, designing, and building the project. A notice will be posted in Peri Park informing parents of the grant and how they can participate in the process. Staff anticipates reporting back to the Council in January 2014 with its overall strategy for funding and completing the project.

#### **FISCAL IMPACT**

Staff recommends an allocation of \$5,000 to provide an incentive for the fundraising effort. We anticipate the project will need to fundraise upwards of \$10,000, in addition to the Town's contribution, to complete the project.

**Attachment:** Grant Letter of Agreement

**AGENDA ITEM # 5**

# **Dr Pepper Snapple Group – KaBOOM! Let's Play Construction Grant Program Grantee Letter of Agreement**

**Town of Fairfax** ("Grantee") is hereby awarded a grant of **\$20,000** by KaBOOM! to apply toward the creation of a playground under the terms and conditions stated in this Letter of Agreement (LOA). Failing to comply with any of the requirements stated in this LOA or providing false information may result in forfeiture of this grant.

## **Scope of Project**

1. The final Build Day on which the playground is constructed and fully completed must be on or before **September 10, 2014**.
2. The playground must be built using the KaBOOM! community-build model, defined in summary here as the method of using community volunteers to plan for, design, fundraise for, and build a community playground.
3. \$20,000 will be applied toward the purchase of playground equipment from any one of the following Preferred Vendors: BCI Burke, Landscape Structures, Inc, Miracle Recreation Equipment Company, or Playworld Systems. **Grantee must work directly with a local representative of the selected Preferred Vendor.**
4. The total playground equipment expenditure for this project from the single manufacturer toward whom this grant is applied must be no less than \$30,000 and not more than \$60,000, inclusive of grant monies.

## **Disbursement and Verification of Grant Funds**

5. Grant funds will be disbursed directly to the equipment manufacturer selected by the Grantee, once the Grantee has submitted the following documentation to KaBOOM!:
  - a) An invoice verifying the amount of the equipment order
  - b) Submit proof of funds raised for the project
  - c) A final invoice showing the equipment order, the Grantee's payment, and a remaining balance of \$20,000.
6. In the event that KaBOOM! submits payment of grant funds to equipment manufacturer, for purchase of playground equipment on behalf of Grantee based on information provided by Grantee and Grantee does not complete a playground build, Grantee will reimburse KaBOOM! for the amount of the payment.
7. During any time of the grant program the grant can be withdrawn due to incomplete benchmarks during the planning process.

## **Ongoing Participation of the Grantee During the Grant Period**

8. Grantee agrees to meet the timelines established for the submission and/or completion of the following key project benchmarks. In the case of submissions of reports or documents, they should be sent to the attention of the KaBOOM! Grants Manager. Failure to submit any such report by the appointed deadline may result in forfeiture of the grant.
  - a) Grantee must sign this LOA and return the signed, original hard copy to KaBOOM! by **October 4, 2013**.
  - b) At least 4 weeks prior to the Build Date, grantee must place equipment order directly with the local representative of the equipment manufacturer and submit proof of playground equipment order in the form of an itemized equipment invoice from the representative.

- c) At least 4 weeks prior to the Build Date:
  - i. Grantee must submit their **Build Day Plan of Action** report, outlining the roles and responsibilities of all community volunteers, along with time breakdowns illustrating how volunteers will be engaged in the build day process from the kick-off to the ribbon-cutting.
  - ii. Grantee must submit a **programming plan** detailing how different segments of the community will use the playground at different times.
  - iii. Grantee must submit an ongoing **maintenance plan** detailing how the playground will be maintained, who will conduct the maintenance, and how the maintenance plan will be budgeted.
- d) No later than 2 weeks after the Build Date:
  - i. Grantee must submit the equipment invoice showing the equipment order, their payment, and a remaining balance of \$20,000.
  - ii. Grantee must submit Grantee Completion Report. A portion of the report consists of a post-build survey, which will be provided by KaBOOM!. In addition, the grantee must include a project summary, photographs, and media stories that document the project's progress and execution. **Payment will not be sent to the equipment vendor until all Post Build documents are received.**

The grantee must:

- 9. Agree to purchase playground equipment from a KaBOOM! Preferred Vendor.
- 10. Participate in regularly scheduled planning calls.
- 11. Complete steps of planning by established timelines (this will be provided to selected grantees).
- 12. Submit proof of funds raised for the project (grant funds will only be released at this time).
- 13. Post new pictures and information in Our Dream Playground on a regular basis and on the Map of Play after the playground is completed.

#### **Partner Recognition**

- 14. Grantee must send out the preapproved press release template to a minimum of one local media outlet. Reference to the Dr Pepper Snapple Group – KaBOOM! grant program and their sponsorship in other forms such as newsletters, web stores, or other promotional materials is subject to review and approval.
- 15. All grantees will automatically be signed up to receive information by email from Let's Play. If requested, grantee agrees to collaborate with a representative from the Dr Pepper Snapple Group to plan and host a grant award presentation, prior to, on, or just following their Build Day.

#### **Certification Requirements**

- 16. Grantee agrees to purchase only surfacing that meets ADA Guidelines (Americans with Disabilities Act), is IPEMA (International Play Equipment Manufacturers Association) certified and meets and/or exceeds the standards set forth by ASTM (American Society for Testing Materials) and CPSC (Consumer Product Safety Commission).
- 17. Grantee warrants that the organization/municipality currently has, and will maintain for the life of the playground, Commercial and General Liability insurance providing coverage against liability for bodily injury, death and property damage which may rise out of or be based upon the use of the playground; and Worker's Compensation insurance policies, in amounts not less than one million dollars (\$1,000,000.00). **Grantee must also include KaBOOM! and Dr Pepper Snapple as additional insured and should submit documentation no less than 4 weeks prior to Build Day.**
- 18. Grantee will look solely to Vendor for performance of, and for payment and/or satisfaction of any obligation or claim arising out of, or in connection with, this Agreement and hereby covenants that it will not assert any claims against KaBOOM!, Inc. or any of its affiliates, nor look to KaBOOM! or any such affiliates for satisfaction of any such obligation.
- 19. Grantee must ensure that an installer representing the selected manufacturer will be on site on Build Day to oversee the installation of the playground and to review the playground structure to ensure that it is safe and built to all appropriate standards and guidelines. Grantee acknowledges that neither KaBOOM!, Dr Pepper Snapple Group nor their respective officers, directors, employees, or agents are in any way responsible or liable for action, inaction or negligence of the playground installer. In the event that the Build Day is delayed or not completed on the scheduled day, Grantee acknowledges that

it will be the responsibility of Grantee to secure an installer representing the selected equipment manufacturer to review the completed playground.

**Indemnification**

20. By accepting the Grant, the Grantee acknowledges that neither KaBOOM! nor DPS nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant funds or the Grant sponsored project. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless KaBOOM!, DPS and its subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims, liabilities, losses, damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Grant sponsored project, except to the extent that such claims, liabilities, losses, damages or expenses arise from or in connection with any willful misconduct of KaBOOM!, DPS, their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents.

**General**

- 21. KaBOOM! has the sole right, at its discretion, to waive or postpone any deadline or requirement stipulated in this Letter of Agreement.
- 22. Grantee agrees to have their contact information shared with representatives from the Dr Pepper Snapple Group for award purposes.

I have read and attest that my organization is willing to comply with the Dr Pepper Snapple Group - KaBOOM! Let's Play Construction Grant requirements outlined in the Letter of Agreement.

**Please return a signed copy of this Letter of Agreement via postal mail or email to: ATTN: Deva Jones, Grants Manager, KaBOOM!, 4301 Connecticut Avenue, Suite ML-1, Washington, DC 20008 or [djones@kaboom.org](mailto:djones@kaboom.org).**

_____	_____	_____
Authorized Signature for Challenge Grantee	Date	Printed Name
_____		_____
Name of Challenge Grantee Organization		Job Title
_____	_____	_____
Phone Number	Fax Number	E-Mail Address
_____		_____
Mailing Address	City	State Zip
_____	_____	
Federal ID #	Non-profit Status (e.g. 501(c)(3))	

_____	_____	_____
KaBOOM! CFO	Date	George T. Megas
KaBOOM! 4301 Connecticut Ave., NW Suite ML-1 Washington, DC 20008 202.659.0215 fax: 202.659.0210		