

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

City of Fort Lauderdale Parks and Recreation Department ("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 During any time of the grant program the grant can be withdrawn due to incomplete benchmarks during the planning process.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 is self-insured as provided for by Section 768.28, Florida Statutes.
- 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. Except as prohibited by the Florida Constitution or the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2012), as amended or revised, the Grantee irrevocably and unconditionally agrees 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. Nothing in this section is intended to alter or waive the Grantee's entitlement to sovereign immunity.

**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).**

See attached signature page

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Authorized Signature for Challenge Grantee

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Name of Challenge Grantee Organization

\_\_\_\_\_

Job Title

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Phone Number

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Fax Number

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E-Mail Address

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Mailing Address

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City

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State

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Zip

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Federal ID#

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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

CITY OF FORT LAUDERDALE

By \_\_\_\_\_

Mayor

By \_\_\_\_\_

City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

Assistant City Attorney