ALL-INCLUSIVE PLAYGROUND GRANT AGREEMENT
BY AND BETWEEN
THE CITY OF CUPERTINO 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 Cupertino, 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;

WHEREAS, the all-inclusive playground ("Project") will be located at Jollyman Park, 1000 South Stelling Road ("Premises") in the city of Cupertino, 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;

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;

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 twenty (20) years ("Public Purpose");

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;

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 acknowledged, 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 ("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 governments, 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 on a continuous, uninterrupted basis, 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 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. 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 one million four hundred forty eight thousand two hundred and one dollars ($1,448,201) ("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) 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 provided in section 24(g), shall be deemed received when mailed or delivered to the respective parties addressed as follows:

COUNTY OF SANTA CLARA	**City of Cupertino**
Don Rocha, Director Parks and Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 (408) 355-2220	Timm Borden, Director of Public Works 10300 Torre Ave Cupertino, CA 95014 408-777-3354

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 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, 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.

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(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:

_____
Timm Borden, Director of Public Works
City of Cupertino, a municipal corporation

Dated: _____

Approved as to form:

_____
Name:
Attorney

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

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:_____

Approved as to form and legality:

_____
Tony LoPresti
Deputy County Counsel

Exhibit A

All-Inclusive Playground
Grant Program Procedural Guide

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM

PROGRAM TWO

Procedural Guide

September 11, 2018

County of Santa Clara

Application due date: Friday, October 12, 2018 by 5:00 PM

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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 is available Countywide, allocated among supervisorial districts. Up to $2 million in matching funds is available in each supervisorial district. One or more grant projects may be awarded per district.

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.

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.

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.

Available Grant Funds

A cumulative total of up to $10 million is available Countywide, allocated among supervisorial districts -- $2 million in each supervisorial district. 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 $2 million 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 other non-County grant funds to cover their Project costs.

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.

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.

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.

- 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.
- Application packets may be stapled, but not bound (e.g. coil or ring binding) or placed in folders. 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.
- **Submit one (1) unbound original paper copy with wet ink signatures and one (1) electronic copy on a USB Flash drive of the complete application packet including scanned signatures (see Appendix A: Application Packet Requirements and Checklist).**

Application packets may be mailed or hand delivered to the address below. FAX or electronic (email) submissions will **not** be accepted.

Application packets must be received by 5:00 p.m. on October 12, 2018, directed to:

Christian Elliott, Grants Management Analyst
County of Santa Clara, Parks and Recreation Department
298 Garden Hill Drive
Los Gatos, CA 95032

The County expects to announce grant awards (intent to award) in December 2018.

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 Grant Agreement before completing the application packet.

The Grant Agreement includes 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.

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 Funding 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 may be required, at County's sole option, to submit written progress reports to the designated County Parks and Recreation Department Grants Program Administrator, which may be on a semi-annual or 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 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 funding 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 funding 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 funding 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.

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

1. ☐ AIPG Application Form. See Appendix E. The Master Application Form must be completed and signed by the applicant's authorized representative.
2. ☐ Project Proposal. See Appendix F. In conjunction with the AIPG Application Form (Appendix E), attach a written description of the project proposal. Provide a written response to each of the evaluation factors in the order in which they appear.
3. ☐ Grant Scope/Cost Estimate. See Appendix G. The Grant Scope should be detailed enough to itemize each project work item and must be consistent with the cost estimate.
4. ☐ 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.
5. ☐ Funding Sources Form. See Appendix H. List the funding sources that will be used to finance the grant project.
6. ☐ CEQA. Grant projects require compliance with the California Environmental Quality Act (CEQA). Prior to 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, please describe any steps taken to comply with CEQA.
   - Notice of Exemption filed with, and stamped by, the county clerk, *or*
   - Initial Study with a Negative Declaration and a copy of the Notice of Determination filed with, and stamped by the county clerk, *or*
   - Initial Study and an Environmental Impact Report and a copy of the Notice of Determination filed with and stamped by the county clerk.
7. ☐ 501(c)(3) Certification. Attach copy of 501(c)(3) certification.
8. ☐ Photos of Project Site. Attach 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. No more than two photographs per page. Include descriptions of each photograph.
9. ☐ 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.
10. ☐ Public Access Schedule. Attach a schedule of public accessibility, including hours of operation.
11. ☐ Project Use Diagram. Provide floor plan of the Project area and proposed uses of each area, specifically designated public access areas and proposed use of other areas.
12. ☐ Timeline. Attach a timeline indicating the key milestones (such as design, engineering, construction) for project completion.
13. ☐ Resolution/Certification. A Certification Letter authorizing the "Authorized Representative" to apply for grant funding must be submitted if a governing body Resolution cannot be obtained prior to the application submittal. 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).

APPENDIX E: ALL-INCLUSIVE PLAYGROUND APPLICATION FORM

County of Santa Clara
ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM

PROJECT NAME	Requested GRANT Amount	$
	Grantee Cash Contribution	$
	Other Funding Sources	$
PROJECT PHYSICAL ADDRESS (including zip code)	TOTAL PROJECT COST	$
	Nearest Cross Street	
GRANT APPLICANT (entity applying for the grant)	GRANT APPLICANT'S Mailing Address	

AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION OR CERTIFICATION LETTER

Name *(typed or printed)* and Title	Email address	Phone

DIRECTOR/PRESIDENT/CEO

Name *(typed or printed)* and Title	Email address	Phone

DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT *(if different from AUTHORIZED REPRESENTATIVE)*

Name *(typed or printed)* and Title	Email address	Phone

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 Grant Agreement attached as Appendix J. 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.

Signature AUTHORIZED REPRESENTATIVE as shown in **Resolution** Date

Print Name _____

Title _____

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 pages (without attachments) printed double-sided 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 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.

- 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 – page 21). 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, page 22). 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 and ensuring its on-going availability for public use?
- Provide an example of your organizations 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 G: GRANT SCOPE/COST ESTIMATE FORM

APPLICANT_____PROJECT NAME_____

WORK TO BE PERFORMED*	**GRANTEE MATCH**	**AIPG GRANT**	**TOTAL**
TOTAL PROJECT AMOUNT			
Contingency (Optional)		XXXXXXXXXX	XXXXXXXXXXX

*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.

Signature _____
APPLICANT'S AUTHORIZED REPRESENTATIVE

Date _____

APPENDIX H: FUNDING SOURCES FORM

APPLICANT_____PROJECT NAME_____

FUNDING SOURCE	DATE COMMITTED (If applicable)	AMOUNT
AIPG Funding	**TBD**	**$**
		$
		$
		$
		$
		$
		$
		$
		$
TOTAL FUNDING SOURCES **Must Equal Estimated Total PROJECT Cost**		**$**
CONTINGENCY		**$**

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.

Signature _____

APPLICANT'S AUTHORIZED REPRESENTATIVE

Date _____

APPENDIX I: EVALUATION FACTORS

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

Points Possible	Not At All True	Not Adequately	Generally True	Mostly True	Absolutely True
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. (outside of school hours versus a park being open all the time during park hours, for example). (0-10)
- How publicly accessible is the site? For example, is it in a school which restricts access? 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 FUNDING AGREEMENT

The Grant Agreement sample document begins on the next page.

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

This Funding 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").

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

WHEREAS, the award of the 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, which is included within Exhibit B herein below.

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 specified in SECTION 4 of this Agreement 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 in public view within (project place) identifying the County of Santa Clara as a sponsor of the Project; The plaque shall first be reviewed and approved by COUNTY before it is installed; and,
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 at all times the subject 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.

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, or for professional planning or architectural design fees, or pre-construction services.

(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 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. 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 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 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) 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 financial 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 throughout the Project. A formal financial 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 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 shall be deemed received when mailed or delivered to the respective parties addressed as follows:

COUNTY OF SANTA CLARA	**GRANTEE**
Don Rocha, Interim Director Parks and Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 Phone. (408) 355-2220	NAME, TITLE DEPARTMENT ADDRESS CITY, STATE, ZIP Phone.

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 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 cooperator 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.

//

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

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:

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

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:

_____
S. Joseph Simitian, President,
Board of Supervisors

Date:_____

ATTEST:

_____
Megan Doyle, Clerk
of the Board of Supervisors

Date: _____

Approved as to form and legality:

_____
Shirley R. Edwards,
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

Jollyman Park
All-Inclusive Playground

City of Cupertino application to

County of Santa Clara

for

All-Inclusive Playground Grant Program

Program Two

2018 Grant Cycle

October 10, 2018

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APPENDIX D: APPLICATION PACKET REQUIREMENTS AND CHECKLIST

1. ☒ AIPG Application Form. See Appendix E. The Master Application Form must be completed and signed by the applicant's authorized representative.
2. ☒ Project Proposal. See Appendix F. In conjunction with the AIPG Application Form (Appendix E), attach a written description of the project proposal. Provide a written response to each of the evaluation factors in the order in which they appear.
3. ☒ Grant Scope/Cost Estimate. See Appendix G. The Grant Scope should be detailed enough to itemize each project work item and must be consistent with the cost estimate.
4. ☒ 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.
5. ☒ Funding Sources Form. See Appendix H. List the funding sources that will be used to finance the grant project.
6. ☒ CEQA. Grant projects require compliance with the California Environmental Quality Act (CEQA). Prior to 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, please describe any steps taken to comply with CEQA.
   - Notice of Exemption filed with, and stamped by, the county clerk, *or*
   - Initial Study with a Negative Declaration and a copy of the Notice of Determination filed with, and stamped by the county clerk, *or*
   - Initial Study and an Environmental Impact Report and a copy of the Notice of Determination filed with and stamped by the county clerk.
7. ☒ 501(c)(3) Certification. Attach copy of 501(c)(3) certification.
8. ☒ Photos of Project Site. Attach 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. No more than two photographs per page. Include descriptions of each photograph.
9. ☒ 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.
10. ☒ Public Access Schedule. Attach a schedule of public accessibility, including hours of operation.
11. ☒ Project Use Diagram. Provide floor plan of the Project area and proposed uses of each area, specifically designated public access areas and proposed use of other areas._
12. ☒ Timeline. Attach a timeline indicating the key milestones (such as design, engineering, construction) for project completion.
13. ☒ Resolution/Certification. A Certification Letter authorizing the "Authorized Representative" to apply for grant funding must be submitted if a governing body Resolution cannot be obtained prior to the application submittal. 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).

SECTION 1

APPLICATION FORM

Jollyman Park
All-Inclusive Playground

City of Cupertino

APPENDIX E: ALL-INCLUSIVE PLAYGROUND APPLICATION FORM

County of Santa Clara
ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM

PROJECT NAME Jollyman Park All-Inclusive Playground	Requested GRANT Amount	**$1,448,201**
	Grantee Cash Contribution	**$1,200,000**
	Other Funding Sources	**$2,306,799**
PROJECT PHYSICAL ADDRESS (including zip code) 1000 South Stelling Road Cupertino, CA 95014	TOTAL PROJECT COST	**$4,955,000**
	Nearest Cross Street Huntridge Lane (south of McClellan Rd.)	
GRANT APPLICANT (entity applying for the grant) City of Cupertino	GRANT APPLICANT's Mailing Address 10300 Torre Avenue Cupertino, CA 95014	

AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION OR CERTIFICATION LETTER

Name *(typed or printed)* and Title	Email address	Phone
Timm Borden, Director of Public Works	Timmb@cupertino.org	408-777-3354

DIRECTOR/PRESIDENT/CEO

Name *(typed or printed)* and Title	Email address	Phone
Interim City Manager	Timmb@cupertino.org	408-777-3100

DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT *(if different from AUTHORIZED REPRESENTATIVE)*

Name *(typed or printed)* and Title	Email address	Phone
Gail Seeds, Park Improvement Manager	Gails@cupertino.org	408-777-1334

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 Grant Agreement attached as Appendix J. 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.

Signature AUTHORIZED REPRESENTATIVE as shown in **Resolution** — Date: 1/30/19

Print Name: Timm Borden

Title: Director of Public Works

SECTION 2

PROJECT PROPOSAL

Jollyman Park
All-Inclusive Playground

City of Cupertino

PROJECT PROPOSAL • JOLLYMAN PARK ALL-INCLUSIVE PLAYGROUND

A. Introduction & Project Description

The City of Cupertino is requesting AIPG matching funds to create an All-Inclusive playground at Jollyman Park. Cupertino is currently preparing its first ever Citywide Parks and Recreation Master Plan ("Master Plan") and has gathered extensive community input. A key conclusion is our residents' desire for truly all-inclusive recreation. The Master Plan's specially created mission statement states that the City will "engage our diverse residents in healthy, inclusive events and activities." One of its 7 overarching goals is to "support broad and inclusive recreation interests", with an explicit objective to "provide a universally-accessible, **all-inclusive destination play area** in an easily accessible location." Supporting actions include to "encourage play for all age groups" and to consider users of *"all ages, backgrounds, needs and abilities"* in recreation programming.

Another of the 7 overarching goals is "equitable access", with an associated action to provide universal access *"for all people, regardless of ability."* It cites an objective to make our parks "*more user friendly and accessible to populations with special needs."* Creating a truly all-inclusive playground is individually addressed as a key community priority that arose from feedback provided by thousands of our residents via recent Master Plan surveys.

Last year Cupertino's City Council showed its support by approving funding for a Feasibility Study for an all-inclusive playground. The study's purpose was to evaluate feasible locations for such a playground in the city; identify the best site or sites; and to develop a conceptual plan a playground at the best site. We just completed this work. Jollyman Park was selected as the unanimous top-choice location by the Parks & Recreation Commission in June 2018. Conceptual plans were developed for an all-inclusive play area at Jollyman to replace either of its existing playground areas, and were endorsed by the Commission in August. Associated public feedback was all positive.

Cupertino now proposes to build a top-quality All Inclusive Playground at Jollyman Park ("Jollyman Playground"). Jollyman Park is one of the city's largest parks, and is known as an inviting space with acres of green lawn, a looped pathway system and beautiful large trees imparting a serene quality. Our playground will provide about ¾ acre in core play area plus a landscaped buffer area at its edges. The playground will be conveniently located along the Stelling Road frontage of the park, immediately adjacent to an existing generous parking area. See sections B and C below, Section 12 (conceptual layout), and Attachments B and C for more detailed information.

Grant funds will be used as a reimbursement for construction phase costs; City funds and local donations will cover design expenses and non-construction "soft" costs. The playground will be owned and managed by the City of Cupertino. It will be open for public use daily. It will provide distinct play zones specially designed to invite shared enjoyment by all persons of all ages, regardless of ability or disability.

Cupertino strongly supported the County's creation of the All-Inclusive Playground Grant program, and strongly desires to provide such a playground in Cupertino. See Attachment G for our Mayor's letter of support to the County Board of Supervisors and County staff.

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

The Need: It is estimated that 20% of the US population has a disability. Roughly 1 in 3 families has one or more family members with special needs. There are individuals and families in Cupertino, as in every community, that have one or more members that are physically, emotionally, mentally or developmentally disabled. Some members of the community may be may be the parents or siblings of an autistic child, others may use a wheelchair or walker, while others may be parents or adults that have been diagnosed with Alzheimer's. This reality creates a need for areas of passive and active play with features that can be shared by everyone, side by side; a need for places where those with challenges can freely associate and interact with family members and friends. Traditional city playgrounds, whether ADA-compliant or not, have failed to address the diverse needs of these families. Many of Cupertino's families and individuals need a local, safe and fun place where they can enjoy social interactive activities with others-- not just a typical playground with a few ADA-compliant play features, but an all-inclusive playground where everyone can play and grow together, regardless of their age or abilities.

We know that a high number of youth in our area struggle with disabilities. In Cupertino Union School District, the local school district for elementary and middle schools, there are 1,317 total special education students on Individual Education Program (IEP) plans among roughly 17,300 students. That figure does not include any of the "504 Plan" students that also have special needs. Fremont Union High School District (FUHSD) serves Cupertino and areas immediately adjacent with 10,901 enrolled students this year. FUHSD serves 1,052 youth with IEP plans plus an additional 343 students on 504 plans. Conventional play sites fail to serve many or most of these young people.

The Solution: The original Magical Bridge Playground in Palo Alto and the Rotary Play-Garden in San Jose were designed by and for the local and surrounding communities. The involved the key help of experienced consultants who understood the needs noted above, and who had the expertise to make a difference by creating playgrounds that are innovative, unique, and for people of all abilities, sensitivities, sizes and ages.

The existing all-inclusive playgrounds in the Bay area continue to be remarkably successful in meeting the needs of their users. They draw many visitors from nearby areas as well as outlying and even distant communities. This is a testimony to the dramatic need for more all-inclusive playgrounds in cities such as Cupertino-- a city that has a passion to provide places and spaces for all of its residents to play and grow together. Cupertino has had the vision of building an all-inclusive playground for a number of years. The City has just completed an extensive Feasibility Study, as noted above, to determine the most appropriate park site location for this special playground. We are excited to be one of the next municipalities to provide an all-inclusive play area at Jollyman Park. The new playground will replace an existing aging playground and a basketball hoop that will be relocated elsewhere on the site. The remainder of this section B was provided by the City's consultant Verde Design, a firm with strong expertise in design of all-inclusive play areas.

TABLE 1 – KEY DIFFERENCES between Conventional & All-Inclusive Playgrounds

Conventional Playgrounds	**All-inclusive Playgrounds**
Very limited set of play experiences	Multiple experiences for each key type of

especially for those who are autistic, medically fragile, have cognitive disabilities, visual impairments, sensory processing issues, physical disabilities, or other challenges.	play including swinging, swaying, spinning, sliding, climbing, jumping, music and imaginative play. All experiences are accessible to users with wheelchairs and mobility aids.
Rarely support collaborative play between individuals of different ages, sizes, or abilities necessary to develop feelings of connectedness and empathy.	Collaborative play across ages, sizes, and abilities. Equipment and layout encourages simultaneous use by those who may span a wide range of sizes and abilities.
Layouts often make it difficult for individuals, especially those with autism or other sensory disorders, to disengage when they start feeling overwhelmed or unsafe.	"Safe" spaces" in the design foster a sense of psychological safety by organizing into zones that deliver predictable play experiences (e.g. spinning zone) and created "safe" spaces/features that welcome individuals to explore, engage, observe and withdraw as suits them.
Generic play structures and materials that do not inspire play, imagination or desirable tactile sensations in even our youngest and typically developing kids.	Creative, artfully designed spaces with colors, textures, & materials that inspire imagination & encourage touch & exploration.

<u>All-inclusive Design</u>: When designing all-inclusive playgrounds for every ability, age, cognitive and developmental level, the overall design is very important. The experience starts with a fun entry of shapes, colors and sounds that are created by the use of walls, overhead structures, art, interesting plant material and the feeling of an open invitation that communicates "Welcome, come in, and have FUN." The playground is protected with perimeter fencing that blends into the landscape. The entrances have self-closing and locking gates for safety and security.

There are wide paved pathways to enable easy and flowing circulation that link from the entry to the playhouse, play zones, and to each use area, with smooth transitions onto synthetic turf and resilient surfacing with solid colors that designate each play zone. Colored and textured bands of paving at each play zone entry let the visually impaired user know that they are leaving the path and entering an activity area.

There are shade structures and large trees for shade throughout the site. They are specifically located over play equipment, picnic areas, benches, and overlooks providing comfortable spaces for parents or caregivers who want to let their child explore on their own, while remaining observed.

Research on human physiology and physical development has identified several design aspects of play and sensory experiences that are critical to promoting the development and maintenance of physical and cognitive functions. These include "every mind and everybody" (everybody gets to play on everything with everybody), "safe but not limiting" (safely exploring and experiencing new and fun activities), "sensory stimulation" (colors, sounds, textures, movement and versatile activities), "accessibility" (every body and mind needs access to activities that will help essential physical and cognitive development), "diversity of play" (multiple passive and active play experience opportunities that encourage development and social skills).

There are seven activity types that are recognized as essential to achieving these types of experiences. They are: balancing, upper body use, climbing, jumping, swinging and swaying, sliding, spinning and free play. Touch, sound and imaginative play are also important parts of what is included in successful all-inclusive playground design. Together they welcome a wide range of abilities and create a variety of play experiences that are grouped together into different "Play Zones."

All of the Jollyman Playground elements and play features (beyond the Tot Zone) are selected to accommodate children to adults so that seniors, disabled adults, parents or guardians, including those in wheelchairs or with other limitations, can play alongside their children and others. The playground and play zone layouts also include quiet areas and quiet cocoon 'hideaways' for those who want, or need, to retreat due to overstimulation. The open layout and circulation of group areas and play zones allows everybody to choose their own paths of play and have full control over when and where they gather, play, rest or observe. Further information about the values delivered to those of varying ability is provided in Attachment A, Detailed Play Experiences. Following is a description of the proposed zones and features for the Jollyman Playground.

Play Zones: Play Zones are areas designated for specific types of activities and play. These zones are separated by planter walls, seating walls and lower fencing to provide easy circulation and recognition of the differing play types. Each play zone entrance has a wayfinding plinth (or similar feature) with information that includes the zone name, color zone feature images, braille text, and other items that help with predictability and clear understanding of each play zone and its particular opportunities for fun cooperative play experiences. The layout of each play zone is unique with shapes, colors and equipment selected to create a variety of experiences while providing a physically and emotionally safe environment.

Tot Zone - Small children, under the ages of 4 to 5, need safe and secure elements for their small size and early stage of development. The Tot Zone provides a designated, fenced, safe space for these children and their caregivers to experience smaller versions of swaying, sliding, climbing and other critical modes of play. As with the rest of the playground, the Tot Zone is fully accessible to those with a variety of needs and is expected to include: Kinder Bells, "Climbing Giraffe" (or other theme climber), tot-sized Double Slide Mound, 'We Saw' or seesaw, and Quiet Cocoon.

Swing and Sway Zone - Spinning and swaying provide a different type of vestibular stimulation which is critical to maintaining body posture and equilibrium. This is especially beneficial and soothing for people with disabilities (both cognitive and physical) and various autism spectrum disorders. Swinging restores balance to the vestibular system and provides proprioceptive input (deep pressure), which soothes, relaxes and increases concentration. In addition, the elderly population regressing with Alzheimer's finds comfort in rhythmic swinging or swaying.

- Sway Glider – spaces for 2 wheelchairs along with seating for others; supports a swaying, seesaw-like experience in a manner safe for all.
- Face-to-face 'Expression Swing' – uses an adaptive swing seat facing a conventional seat, allowing 2 users to interact together and experience one other's facial expressions while at play, encouraging attunement (emotional bonding).
- Disk Swing - allows swinging for those who cannot sit upright; supports multiple,

simultaneous users; proposed to be a ‘Biggo’ swing or similar style.

Spinning Zone - Offers rotary vestibular input resulting from spinning – a very powerful form of sensory input. Our proposed design offers wonderful spinners, selected and sized for visitors of all abilities. In addition to a Quiet Cocoon, this zone will include:

- Net Spinner - ground entry provides all users access; tall cone-shaped net for climbing allows a variety of levels of excitement; supports multiple different users simultaneously; netting provides security and stability for visually impaired; proposed to be Apollo spinner or similar.
- Dish Spinner - height supports transfer from wheelchairs; users lie on the front or back and can experience spinning without sitting or holding themselves up.
- Nest Spinner - calm, secure spinning appeals to sensory-challenged users.
- Integration Carousel - allows users in wheelchairs to experience spinning (allows up to 2 wheelchairs at a time along with additional seating for other users).

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

The raised slide area provides accessibility via a sloped walk that assures everyone can get to the top. This raised walkway offers projecting overlooks, where participants can stop and enjoy a commanding view of the entire playground and the surrounding park. The fully-accessible route is also planned to include a fixed bridge and a swaying bridge.

- Roller Slide - offers a fun, sensory sliding experience.
- Double Parallel Slide - encourages sliding together with a friend or caretaker. This is especially important for the visually impaired who may desire guidance, or those who need a caretaker or companion present.
- Third Slide - TBD; may be a Single Winder Slide, Curvy Slide, Tunnel Slide, or other slide type depending on community input and final design.
- Turf Sliding - provides for a variety of creative and imaginative ways to slide and provides a safe alternative for limited mobility.
- Climbing Loops or hand grips - secure handholds allow continuous contact with the ground for those with limited strength, balance, or visual impairments who wish to climb to the top of slope.
- Cargo Net Climber - tall climbing net that provides access up and down the turf sliding zone; allows a varied levels of excitement and challenge; supports multiple users simultaneously; netting provides security and stability for visually impaired.

The slides will include "dignity landings" (a patented feature) which are a transition seat that provides extra space at the bottom of each slide, allowing those with mobility issues to wait for assistance without disrupting the play of others as they ride the slide.

Sound and Sensory Zone - The Sound and Sensory Zone provides unique and interactive play experiences with instrumental features that when played, create sounds and music. Scientists and therapists have found that music stimulates more parts of the

brain than any other human function. For those who have difficulty communicating verbally, music provides a way to express themselves in a non-verbal and non-threatening manner. This zone motivates interaction, facilitates socialization and improves social skills.

- Instruments - Chimes, Tuned Drums, and Xylophone are proposed.
- Laser Harp - tones designed to be soothing for those with sensory issues; responds to all types of movement; supports multiple simultaneous users and creative play (optional item based upon donation level).
- Quiet Cocoon - see below.

Playhouse, Stage and Bridges - Imaginative play allows children and families to experience the full range of their senses and feelings. This area provides a fully inclusive, fun playhouse with lower and upper accessible entrances and views of the site from above, a separate stage, and moveable seating for 'audiences', caregivers and friends. It is a hub for interaction that brings the community together for music, drama, gatherings, and pretend play.

- Playhouse- The entire playhouse, including the upper story, is fully accessible via sloped walks and bridges. Full of colorful details, the playhouse stimulates imaginative play and is a joyous meeting place for everyone in the community.
- Play Stage - space for imaginative interactions between families and friends.
- Sloped walkway and bridges - allows wheelchair access so all users can experience elevated play; fixed & swaying bridges and projecting overlooks add drama.

Quiet Retreats - Quiet Cocoons and individual-sized retreat features such as 'cozy domes' offer a defined place for children and adults to find refuge when overstimulated. They allow users to withdraw, observe, and re-engage in active play when they are ready. These retreat features are strategically placed at the edges of high activity play zones like the swing, spin and slide zones. It is important for those with autism or sensory sensitivities that feel overwhelmed in a crowded playground, or in an unfamiliar play environment, to have a safe place to go and just "be", without leaving the playground altogether.

Kindness and Compassion Area - Kindness and compassion from others blossom in peaceful places that promote reflection, compassion and emotional growth. Spending time in the safe and welcoming environment of the Kindness and Compassion Area helps start conversations and making friends with those who are "different" by demonstrating positive behavior, encouragement and by addressing the issues of isolation and bullying.

Images of sample play equipment are provided in Attachment C.

<u>ADA Guidelines and Accessibility:</u> The Americans with Disabilities Act (ADA) guidelines have been helpful in raising awareness about designing for those with certain disabilities. For example, ADA specifies what makes a route "accessible." However, ADA does not specify what constitutes a good play experience. Nor does ADA address a wide variety of conditions, such as disabled adults who may have the mental development of a young child, or persons with cognitive or sensory challenges.

As detailed above, true all-inclusive playground design transcends ADA standards. The entire playground is to be truly "accessible", not just providing an "accessible route". The

playground provides a full range of accessible experiences for each of the play activities that have been shown to support healthy development. The various features and experiences are thoughtfully chosen to address the many types of special needs (most of which are not addressed by the ADA) and provide one or more play experiences in each of the critical modalities for all potential visitors.

Regional Impact: The all-inclusive playground in Cupertino will be an attraction for the surrounding areas. It is intended to be a destination for the wider region. Cupertino is centrally located within Santa Clara County, with easy access for residents of Los Altos, Saratoga, Campbell, Santa Clara, southern Sunnyvale, west San Jose, and large unincorporated County areas to the south and west. For children and families with special needs in these areas, the Cupertino playground may be their closest accessible opportunity to engage in meaningful play that supports their physical, cognitive, and social development. (See Attachment D.)

We believe that our inclusive play area will also serve various special education/special needs schools and organizations in the nearby area. They include Cupertino's Organization of Special Needs Families – afterschool daycare, summer camps, year-round socializing, recreation & enrichment for special needs kids (1.6 miles from the site), Silicon Valley Speech therapy – special needs (Cupertino, 2.5 miles), Creative Learning Center Preschool – special ed./autism (Los Altos, 4 miles), Center for Speech, Language and Occupational Therapy – special ed./autism (Los Altos, 5 miles), and Pacific Autism Center for Education (Santa Clara, 7 miles to our site; 8 miles to Sunnyvale's upcoming Fair Oaks Park all-inclusive site).

We also believe that the Jollyman Playground will be a popular multi-generation venue, for not only children and their parents, but also our elders. Cupertino is proud to have recently achieved designation as an Age-Friendly City. We have a vibrant, flourishing Senior Center with more than 2,300 members. However, over 540 members are more than 80 years old, and many members are frail. Our population is aging and needs inviting venues, especially outdoor ones, to enjoy with family and friends. Frail seniors are in particular need of the kind of safe, welcoming site that Jollyman Playground will be.

With the Feasibility Study's recent selection of the best location for an all-inclusive playground, Cupertino is excited and ready to move forward with the community's vision to provide an exceptional all-inclusive playground at Jollyman Park.

C. Public Access

Cupertino's all-inclusive playground will be located at Jollyman Park, on the west side of the park which faces on South Stelling Road, a convenient north-south arterial. The playground's location is immediately adjacent to an existing generous parking lot. It is convenient to the sidewalks and the popular protected buffered bikeways on Stelling Road (see Section 8). The walkway connection from the Stelling Road sidewalk to the playground site was just upgraded this year. It now provides an inviting, all-weather path that curves through a grove of large oak and redwood trees (see photo, Section 8.)

The playground's location is also served by the park's existing well-connected pathway system (which is fully ADA compliant).Visitors can arrive and stroll in from any of 4 park

frontage locations which provide inviting pedestrian access as well as parking (Dumas Drive, Da Foe Drive, Tuscany Place, and Stelling Road) as shown on Attachment B.

For regional visitors, the site is easily accessed by car from Interstate 280 or Highway 85 via a few turns on well-marked major streets. It is close to Foothill Expressway/Blvd. as well. Excellent bus service is available nearby. One of the busiest bus stops in the county is north on Stelling Road at De Anza College (which has more than 20,000 enrolled students). This stop enjoys frequent service by bus routes 25, 53, 55 and 323, each within a short distance of the site at the corner of McClellan Road.

The play area will be open daily during daylight hours until 1 hour after sunset, 365 days per year, consistent with the hours of operations for Jollyman Park.

Our project will include multi-lingual wayfinding signage at existing pedestrian and vehicular entries to Jollyman Park. In addition to wayfinding, the playground will include multi-lingual signs to help inform visitors about the play experiences and about inclusiveness. Cupertino's population is approximately 1/3 Chinese, 1/4 Caucasian, and the balance other ethnicities. Wayfinding and informational signage for the project will use both Chinese characters and English text. Signs will also emphasize use of icons, pictographs or graphics. This approach helps ensure that all visitors can readily understand the message, regardless of the language they speak or whether they have the ability to easily comprehend written characters or instructions.

For this all-inclusive playground, signage will of course be provided in Braille as well. Signs will be thoughtfully placed at appropriate heights and locations convenient for users to feel the raised Braille surface or to see and read the lettering and icons.

The signage plan will also include a permanent plaque at a prominent, publicly-visible location in the site to acknowledge County of Santa Clara funding. The design will be submitted for County approval prior to fabrication.

D. Budget

The detailed project budget is attached as Section 3, the Grant Scope/Cost Estimate Form. The construction cost is based upon the conceptual design that Verde Design prepared for the project (see Section 11) and construction cost data they provided. The associated project costs are provided by Public Works capital project staff, and are based on their many years of successfully delivering large capital projects.

E. Project Readiness

Permits & Entitlements: Ownership documents for the project site are provided in Section 4. The city owns and operates the property; no further entitlements are needed. Based on the concept design and the initial scope, a City building permit will be required. The city's Community Development Department will review plans and issue required permits.

Timeline: A project schedule is attached in Section 12. We anticipate completion of construction in summer 2021. Our intention is to deliver the entire project in a single

phase, so that the community can enjoy its benefits as early as possible.

Funding Plan: Funding will be provided by the City, the AIGP grant, and donations. The City has committed to providing $1.2 million in City funds (see Section13, Resolution). The proposal requests a $1.8 million AIGP grant. The balance will be provided by donations and via fundraising. Cupertino will undertake a formal fundraising effort to attract the desired donations. Fundraising not only will provide the necessary dollars; it will also engage residents and businesses and build a stronger sense of community participation and ownership. Primary options include working with Magical Bridge Foundation or hiring a professional fundraising firm. Staff will return to the City Council with further information to secure approval of the fundraising method. See Attachment F for additional information.

F. Long-term Maintenance and Operation

The new playground will be operated and maintained by City staff. We have well-trained, well-equipped Grounds and Facilities divisions in Public Works, as well as our own Tree crew and certified arborists. There are currently two playgrounds at Jollyman Park and a restroom which Public Works maintains daily. The new playground will likewise be maintained consistent with City of Cupertino parks standards. See Attachment E for detailed information about the playground, landscaping and park maintenance schedule.

The City plans to use the Capital Improvement Program and annual budget process to request funding and resources as needed to upgrade or replace equipment or surfacing that becomes worn over time. Cupertino is proud of its reputation for excellently maintained parks. We are committed to providing safe, attractive, inviting parks and playgrounds and a consistent high-quality experience for our park users.

G. Project Administration/Professional Capability/Schedule

The City of Cupertino is the lead for the project. The project is a collaborative effort between the departments of Recreation and Community Services, and Public Works. Recreation and Community Services, led by Director Jeff Milkes and Park Improvement Manager Gail Seeds, have extensive experience with the design and management of parks and playgrounds. They will have primary responsibility for the fundraising effort and for inviting stakeholder and community input during the design process.

The Public Works team will have overall project management responsibilities from project approval through construction. Executive leadership will be provided by Director Timm Borden. Timm has led the Cupertino Department of Public Works for over 8 years. Prior to that, Timm worked with the City of San Jose for over 25 years in a wide variety of roles culminating as Deputy Director of Public Works. As Director, Timm has overall responsibility for not only the Capital Improvement Program but also the Parks/Grounds and Facilities Maintenance Divisions. In this capacity Timm can provide all necessary resources for the successful implementation of the project and its ongoing maintenance.

The Capital Improvement Program ("CIP") Section of Public Works will provide project management services for the Project. The CIP Section has overall project delivery

responsibilities for the Capital Improvement Program which has an average annual budget of approximately $10 million and typically 15 active projects at any one time.

CIP Manager Michael Zimmermann will serve as the senior project manager. Michael has over 33 years of Public Works project management experience. He is a licensed Civil Engineer and has experience in the role of designer, construction manager and project manager. He has successfully delivered over 175 projects of various sizes, types and complexity. Prior to joining the City of Cupertino, Michael worked with the City of San Jose in various capacities. In 2001 he was the Construction Manager responsible for the implementation of a $100 Million local bond measure renovating or constructing over 100 projects, including over 80 parks, playgrounds, and sports fields.

Alex Acenas will serve as the Project Manager on the project. Alex is a licensed Architect and has over 25 years of capital project experience in both the private and public sectors. Alex joined the City of Cupertino 4 years ago as a Project Manager and has since successfully completed over 18 projects of varying sizes and complexity. Prior to joining Cupertino, Alex worked for the Daly City where he was responsible for the construction or reconstruction of approximately 24 parks, playgrounds and tot lots.

Working in close collaboration with the CIP section are the Grounds Maintenance and Facilities Maintenance Divisions. These groups are responsible for all park facility and playground maintenance. Their input will be crucial in designing and constructing a playground that is not only functional but can be easily maintained.

The City of Cupertino anticipates utilizing a consultant design firm, experienced in the design of all-inclusive play areas, once the project is approved by the City Council. Construction Management services will be provided by Gilbane Building Company. Since 2013 Gilbane has provided construction management services to the City on a wide variety of capital improvement projects including parks and recreation facilities.

The design of the project will build on the conceptual design completed this year by Verde Design. Verde Design has worked on Palo Alto's and Morgan Hill's Magical Bridge playgrounds as well as San Jose's Rotary PlayGarden. Through a feasibility process Jollyman Park was selected for the new playground.

The City controls the site through ownership and its location within the City limits. Based on the concept designs and the initial scope of work a building permit will be required. The City of Cupertino Community Development Department will issue the required permits (see Section 9). This project is anticipated to follow the traditional design-bid-build project delivery model pursuant to the public contract code.

This project will replace an existing playground, and is expected to qualify for a categorical exemption under the California Environmental Quality Act (see Section 6).

H. Land Tenure

The City will design, construction and operate the project on city property in a city park. No lease or agreement is needed or applicable.

SECTION 3

GRANT SCOPE / COST ESTIMATE FORM

Jollyman Park
All-Inclusive Playground

City of Cupertino

APPENDIX G: GRANT SCOPE/COST ESTIMATE FORM

APPLICANT: City of Cupertino PROJ. NAME: Jollyman Park All-Inclusive Playground

WORK TO BE PERFORMED*	GRANTEE MATCH	AIPG GRANT	TOTAL
SITE PREPARATION - Demolition, clearing, rough grading, mobilization and related work	$100,000	$100,000	$200,000
PAVING, SURFACING, FENCING, WALLS - Hardscape paving, rubber resilient surfacing for play zones, fencing, gates, concrete walls, planter curbs and related items	$665,000	$465,000	$1,130,000
ENTRY PLAZA - special paving, arbor, gate, sign, and related items	$95,000		$95,000
PLAY EQUIPMENT - Purchase and install variety of equipment the different play zones, 22+ spinners, swings, slides, etc.	$670,000	$330,000	$1,000,000
SITE FURNISHINGS & SIGNAGE – Shade structures, playhouse, benches, picnic tables, bike racks, drinking fountain, trash, recycling	$560,000	$360,000	$920,000
SITE UTILITIES - Lighting, electrical, storm drainage, sanitary sewer, domestic water	$226,799	$123,201	$350,000
SITE LANDSCAPING – trees, plantings, irrigation system, and related work	$75,000	$70,000	$145,000
CONSTRUCTION CONTINGENCY	$335,000		$335,000
DESIGN AND ENGINEERING	$370,000		$370,000
PROJECT ADMINISTRATION, MANAGEMENT, & FUNDRAISING	$410,000		$410,000
TOTAL PROJECT BUDGET	$3,506,799	$1,448,201	$4,955,000
Optional Item A – Custom Sound Play Equipment, Laser Harp	$200,000		$200,000
Optional Item B – Custom Art Elements incl. art feature wall, entry art, art within playground	$175,000		$175,000

*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.

Signature _____
APPLICANT'S AUTHORIZED REPRESENTATIVE

Date 1/30/19

SECTION 4

PROPERTY OWNER APPROVAL

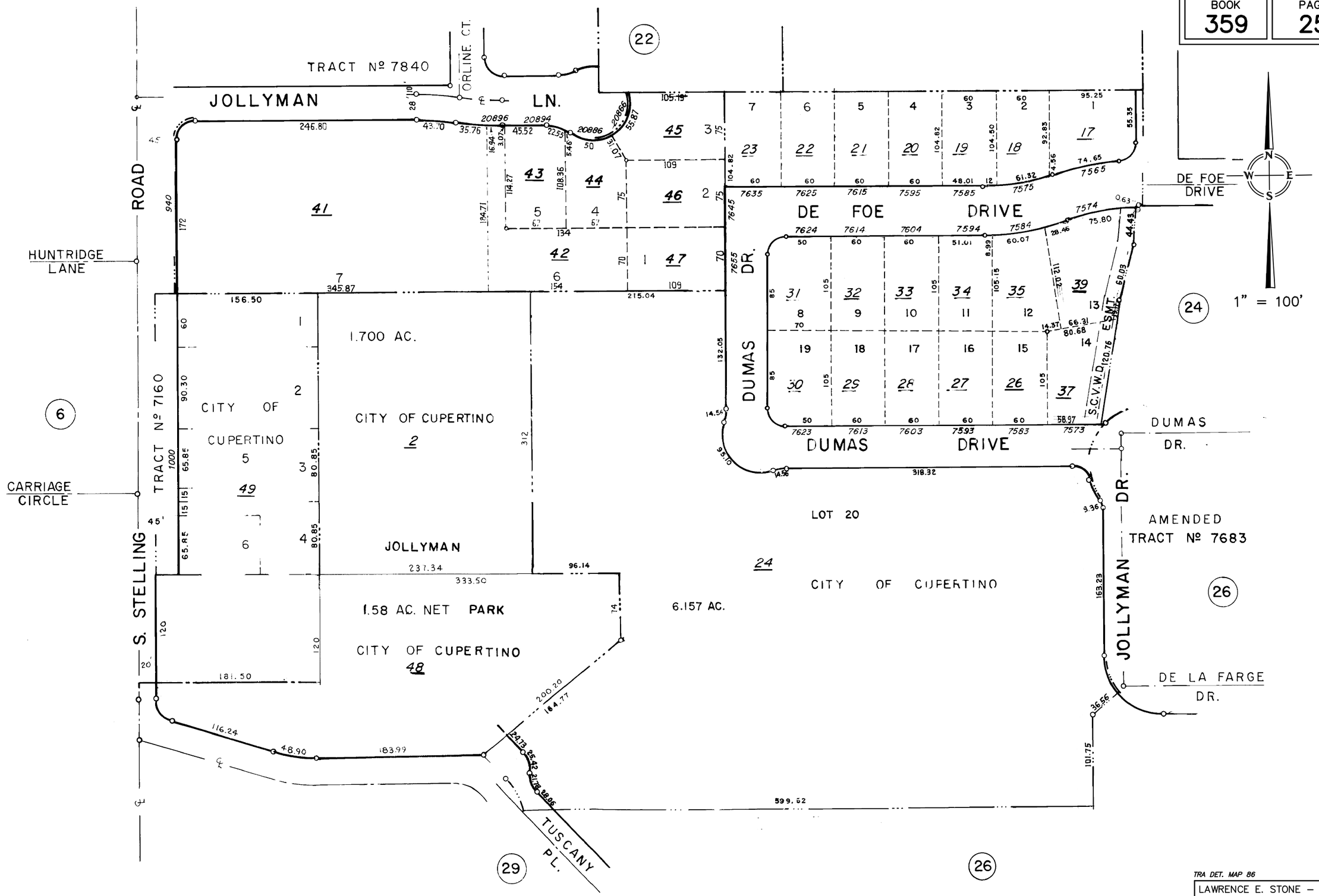
Jollyman Park
All-Inclusive Playground

City of Cupertino

Attached documents include:

- Assessor's parcel map, book 359, page 25
- Resolution #5539 accepting property known as Jollyman Park, Jan. 1981
- Resolution #6494 accepting property at Jollyman and Hoover school sites, Feb. 1985

BOOK	PAGE
359	25



TRA DET. MAP 86

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2014–2015

RETURN TO CITY
OF CUPERTINO
10300 TORRE AVE.
CUPERTINO, CA 95014

DH.

NO FEE IN ACCORDANCE
WITH GOV CODE 6103

6966721

F 877 PAGE 478

RESOLUTION NO. 5539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO ACCEPTING QUIT CLAIM FROM THE CITY OF SAN JOSE FOR THE PROPERTY KNOWN AS JOLLYMAN PARK

WHEREAS, there has been a municipal reorganization between the City of Cupertino and the City of San Jose; and

WHEREAS, within that area is a public park known as Jollyman Park; and

WHEREAS, the City of San Jose has quit claimed, assigned, and transfered to the City of Cupertino that territory as further described in the deed attached as Exhibit "A" to this resolution;

NOW, THEREFORE, BE IT RESOLVED that the City of Cupertino accept said Quit Claim Deed and

BE IT FURTHER RESOLVED that the City Clerk be authorized to record said deed and this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 19th day of January, 1981 by the following vote:

Vote	Members of the City Council
AYES:	Gatto, Johnson, Plungy, Sparks, Rogers
NOES:	None
ABSENT:	None
ABSTAIN:	None

APPROVED:

/s/ Barbara A. Rogers
Mayor, City of Cupertino

F 877 PAGE 478

ATTEST:

/s/ Dorothy Cornelius
City Clerk

6966721

FILED FOR RECORD
AT REQUEST OF
City of Cupertino
JAN 29 11 02 AM '81
OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. MANN
REGISTRAR RECORDER

EXHIBIT "A"

Real property situated in the City of Cupertino, County of Santa Clara, State of California, described as follows:

Beginning at a 2 3/4" iron pipe at the most Easterly corner of that certain 9.97 acre tract of land described in the Deed from Roy Weirhauser to Ted R. Brush, et ux, recorded in Book 3802 of Official Records, page 160, Santa Clara County Records, said point being also the Easternmost corner of that certain 2.5 acre parcel of land shown upon that Record of Survey filed in Book 131 of Maps at page 36, Santa Clara County Records; said point being on the centerline of a 20 foot wide right-of-way;

Thence from said point of beginning along the centerline of said 20 foot wide right-of-way South 59°17' West 128.38 feet, South 49°31' West 63.26 feet and South 36°15' West 29.34 feet;

Thence leaving said centerline North 75°00'21" West 21.70 feet;

Thence on a curve to the right with a radius of 124 feet from a tangent that bears North 44°38'31" East through a central angle of 2°57'34" an arc distance of 6.41 feet;

Thence North 47°36'04" East 7.95 feet;

Thence on a tangent curve to the left with a radius of 541 feet through a central angle of 4°10' an arc distance of 39.34 feet;

Thence North 43°26'04" East 26.96 feet;

Thence on a tangent curve to the right with a radius of 114 feet through a central angle of 15°50' an arc distance of 31.50 feet;

Thence North 59°16'04" East 90.63 feet;

Thence on a tangent curve to the left with a radius of 286 feet through a central angle of 4°28'33" an arc distance of 22.34 feet;

Thence South 60°55' East 21.23 feet to the POINT OF BEGINNING.

12-16-80 TJ

F 877 PAGE 479

QUITCLAIM DEED

The CITY OF SAN JOSE, a municipal corporation of the State of California, Grantor, does hereby quitclaim, assign and transfer to the CITY OF CUPERTINO, a general law city, Grantee, for public park purposes, all of the Grantor's right, title and interest, without warranty expressed or implied, in and to all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Real property described on attached "Exhibit A - JOLLYMAN PARK REAL PROPERTY," consisting of pages 1, 2, 3, 4, and 5.

DATED: December 23, 1980.

CITY OF SAN JOSE, a municipal corporation of the State of California, Grantor

By _____ Mayor

ATTEST:
HELEN E. JACKSON
By _____ Deputy
CITY CLERK

(Mayor's Acknowledgment)

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On January 6, 1981, before me, the undersigned, a Notary Public in and for the above said County and State, personally appeared J. G. Hayes, known to me to be the Mayor of the municipal corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal the day and year first hereinabove written.

OFFICIAL SEAL
WILMA M. FABOS
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My comm. expires APR 25, 1981

Wilma M. Fabos
Notary Public in and for the County of Santa Clara, State of California

The real property referred to is described as:

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the Southeasterly corner of that certain parcel of land conveyed by Heiko Boekhold, a single man, to Tracey C. York, et ux, by Deed dated December 18, 1950 and recorded January 3, 1951 in Book 2127 of Official Records, page 46, Santa Clara County Records, said corner being North 3196.87 feet and East 181.50 feet from the common corner of Sections 23, 24, 25 and 26, T. 7 S, R. 2 W., M. D. B. & M.; thence from said point of beginning running North along the East line of the parcel so conveyed to York, 59.60 feet to the intersection thereof with a Southerly line of that certain parcel of land firstly described in the Deed from Neville E. Woodruff, et ux, to Wayne H. Smith, et ux, dated June 8, 1961 and recorded June 23, 1961 in Book 5209 of Official Records, page 169, Santa Clara County Records; thence along the boundaries of the parcel so described in the Deed to Smith, the following courses and distances: S. 89° 56' 57" E. 110 feet, S. 44° 15' 22" E. 40.22 feet, N. 50° 08' 19" E. 5.18 feet, Northeasterly along a tangent curve to the left with a radius of 20 feet, through an angle of 48° 11' 37" an arc distance of 16.82 feet; Northeasterly along a reverse curve to the right with a radius of 40 feet, through an angle of 21° 12' 10" an arc distance of 22.20 feet and N. 26° 44' 33" W. 138.77 feet to a point in the Northerly line of that certain parcel of land described in the Deed from Andrew J. Robichaud, et ux, to Heiko Boekhold, dated June 21, 1950 and recorded June 26, 1950 in Book 2003 of Official Records, page 515, Santa Clara County Records; thence leaving the line of the parcel so described in the Deed to Smith and running along the Northerly, Easterly and Southeasterly lines of the parcel so conveyed to Boekhold East 240.98 feet to the Northeasterly corner thereof, South 74 feet, and S. 50° 08' 19" W. in a direct line to the Northeasterly corner of that certain parcel of land described in Deed from Heiko Boekhold, et ux, to State of California, dated April 21, 1960 and recorded May 25, 1960 in Book 4805 of Official Records, page 45, Santa Clara County Records; thence along the general Northerly line of the parcel so conveyed to State of California the following courses and distances: N. 89° 11' 23" W. 183.99 feet; along a tangent curve to the right with a radius of 170 feet, through an angle of 16° 28' 45" an arc distance of 48.90 feet and N. 72° 42' 38" W. 19.37 feet to the intersection thereof with the Southerly line of the parcel so conveyed to Tracey, hereinabove referred to; thence along said last named line East 70.72 feet to the point of beginning, and being a portion of Section 24, T. 7 S. R. 2 W., M. D. B. & M.

RECORDER'S MEMO
FAINT WRITING OR TYPING
OR CARBON COPIES MAKES
POOR PHOTOGRAPHIC RECORD

Beginning at a point on the East line of Stelling Road, distant thereon North 3261.87 feet from the common corner for Sections 23, 24, 25 and 26, Township 7 South, Range 2 West, Mount Diablo Base and Meridian, said POINT OF BEGINNING being South 5.00 feet from the Southwesterly corner of that certain parcel of land conveyed by Andrew I. Robichaud, et ux to C. Tracy York, et ux, by Deed recorded September 26, 1949 in Book 1851 at page 374, Official Records of Santa Clara County;

THENCE along said line of Stelling Road South 13.51 feet;

THENCE along a tangent curve to the left with a radius of 25.00 feet through an angle of 73°29'46" an arc length of 32.07 feet;

THENCE South 73°29'46" East 96.87 feet to a point in the Southerly line of that parcel of land conveyed to Tracey C. York, et ux by Deed recorded January 3, 1951 in book 2127 at page 46, Official Records of Santa Clara County, said point being East 110.78 feet from the Southwesterly corner of said last mentioned parcel;

THENCE East 70.72 feet along the hereinbefore mentioned Southerly line;

THENCE North and parallel with said line of Stelling Road 65.00 feet;

THENCE West and parallel with the said last mentioned Southerly line, 181.50 feet to the POINT OF BEGINNING, and being a portion of the Northwest one-quarter of Section 24, Township 7 South, Range 2 West, Mount Diablo Base and Meridian.

This
the dead

EXHIBIT A -
JOLLYMAN PARK
REAL PROPERTY

The real property referred to is described as:

All those certain parcels of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL NO. 1:

BEGINNING at the Northeasterly corner of that certain 0.487 acre tract of land described in the Deed from Heiko Boekhold et ux, to State of California, dated April 21, 1960, recorded May 25, 1960 in Book 4805 of Official Records, page 45, Santa Clara County Records, and from which point of beginning the Southeasterly corner of said 0.487 acre tract bears South 50° 08' 19" West 93.37 feet; thence from said point of beginning North 44° 15' 22" West along the radial line of a 60 foot radius curve for a distance of 60.00 feet and the true point of beginning of the tract of land to be described; thence from said true point of beginning continuing North 44° 15' 22" West 40.42 feet; thence North 89° 56' 57" West 110.00 feet to a point in the Southerly prolongation of the Easterly line of that certain tract of land described in the Deed from Andrew I. Robichaud, et ux, to C. Tracy York, et ux, recorded September 26, 1949 in Book 1851 of Official Records, page 374; thence due North along said prolongation and Easterly line for a distance of 130.40 feet to the Northeasterly corner of land so described in the Deed to said York in the Southerly line of that certain 3 acre tract of land described in the Deed from William Jollyman, et al, to C. D. Oldfield, et ux, dated September 23, 1948 and recorded September 24, 1948 in Book 1681 of Official Records, page 16; thence South 89° 56' 57" East along the Southerly line of said 3 acre tract for a distance of 93.52 feet; thence leaving said last mentioned line and running South 26° 44' 33" East 138.77 feet; thence Southerly along an arc of a curve to the left, from a tangent bearing South 23° 08' 52" West, with a radius of 40.00 feet, through a central angle of 21° 12' 10", for an arc distance of 22.20 feet; thence Southeasterly on a reverse curve to the right, with a radius of 20.00 feet, through a central angle of 48° 11' 37", for an arc distance of 16.82 feet; thence South 50° 08' 19" West 5.18 feet; thence Southwesterly on a curve to the left, tangent to the preceding course, with a radius of 60.00 feet, through a central angle of 4° 23' 41", for an arc distance of 4.602 feet to the true point of beginning.

CONTAINING APPROXIMATELY 0.395 acres, and being a portion of the Northwest 1/4 of Section 24, Township 7 South, Range 2 West, M.D.B. & M.

PARCEL NO. 2:

A non-exclusive easement for ingress and egress and for the installation and maintenance of public utilities, appurtenant to the above described

Parcel One, over the following described parcel of land:

BEGINNING at the Northeasterly corner of that certain 0.487 acre tract of land described in the Deed from Heiko Boekhold et ux, to State of California, dated April 21, 1960 and recorded May 25, 1960 in Book 4805 of Official Records, page 45, Santa Clara County Records; thence from said point of beginning North 89° 55' 28" West along the Northerly line of said 0.487 acre tract for a distance of 60.00 feet; thence Northerly along an arc of a curve to the right, from a tangent bearing North 0° 04' 32" West, with a radius of 60.00 feet, through a central angle of 50° 03' 47", for an arc distance of 52.426 feet; thence North 50° 08' 19" East 5.18 feet; thence Northeasterly along an arc of a curve to the left, tangent to the preceding course, with a radius of 20.00 feet, through a central angle of 48° 11' 37", for an arc distance of 16.822 feet; thence Easterly and Southerly on a reverse curve to the right, with a radius of 40.00 feet, through a central angle of 228° 11' 37", for an arc distance of 159.309 feet; thence South 50° 08' 19" West 49.90 feet to the point of beginning.

EXHIBIT A -
JOLLYMAN PARK
REAL PROPERTY

All that real property situate in the County of Santa Clara, State of California, described as follows:

BEGINNING AT A POINT in the southerly line of that certain 3.2 acre tract conveyed by Alice Jollyman, et al, to Hugh L. Phillips, et ux, by Deed dated July 23, 1948 and recorded July 26, 1948 in Book 1652 of Official Records at Page 213, records of Santa Clara County, California, said line being also parallel to the northerly line of that certain 10 acre tract conveyed by Alice Jollyman, et al, to Ben Siemens, et ux, by Deed dated January 2, 1948 and recorded January 6, 1948 in Book 1550 Official Records at page 125, records of Santa Clara County, California, distant thereon N. 89°56' E. 181.50 feet from a point in the easterly line of Stelling Road, distant thereon 3698.87 feet from the corner of Sections 23, 24, 25 and 26 in Township 7, South Range 2 West, M.D.B. & M., said point being also the southwesterly corner of said 3.2 acre tract; thence S. 0°02'50" W. on a line parallel to the easterly line of Stelling Road for a distance of 312.0 feet to a point, said point being the northwesterly corner of that certain 0.395 acre tract conveyed by Neville E. Woodruff, et al to Wayne H. Smith, et ux by Deed dated June 8, 1961 and recorded June 23, 1961 in Book 5209 of Official Records, at Page 169, records of Santa Clara County, California; thence N. 89°56' E. along the northerly line of said 0.395 acre tract and along the northerly line of that certain 0.949 acre tract conveyed by Woodson Capital Co. to Neville E. Woodruff, et al, by Deed, dated November 30, 1960, and recorded December 1, 1960 in Book 4999 of Official Records at Page 131, records of Santa Clara County, California for a distance of 237.346 feet; thence running N. 0°02'50" E. parallel with the easterly line of Stelling Road along the westerly line of lands of Cupertino School District for a distance of 312.0 feet to a point on the southerly line of the aforementioned 3.2 acre tract; thence running S. 89°56' W. along the southerly line of said 3.2 acre tract of land for a distance of 237.346 feet to the point of beginning, and containing 1.700 acres, more or less, and being a portion of the northwest 1/4 of Section 24 in Township 7, South Range 2 West, M.D.B. & M.

RECORDER'S MEMO
FAINT WRITING OR TYPING
OR CARBON COPIES MAKES
POOR PHOTOGRAPHIC RECORD

"NO FEE"

F 877 PAGE 486

City of Cupertino

CERTIFICATE OF ACCEPTANCE is hereby given in order to comply with the provisions of Section 27281 of the Government Code.

This is to certify that the interest in real property conveyed by the deed or grant dated December 23, 1980, from

City of San Jose

to City of Cupertino, a governmental agency, is hereby accepted by order of the City Council on January 19, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: January 20, 1981

By _____
City Clerk
City of Cupertino

RESOLUTION NO. 6494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO ACCEPTING A GRANT DEED OF REAL PROPERTY FROM THE CUPERTINO UNION SCHOOL DISTRICT OF SANTA CLARA COUNTY FOR PROPERTY LOCATED AT JOLLYMAN AND HOOVER SCHOOL SITES

WHEREAS, the Cupertino Union School District of Santa Clara County, which acquired title as "Cupertino School District of Santa Clara County", has executed a grant deed which is in good and sufficient form granting to the City of Cupertino, County of Santa Clara, State of California, the fee title to certain real property, situate in the City of Cupertino, more particularly described in Exhibits "A" and "B", attached hereto and made a part hereof, which is as follows:

> All that certain real property situate in the City of Cupertino, County of Santa Clara, State of California, consisting of approximately 11.211 acres, located: 6.157 acre parcel being west of De La Farge Drive at the Jollyman School Site; 5.057 acre parcel being west of Donegal Drive at the Hoover School Site.

NOW, THEREFORE, BE IT RESOLVED that the City of Cupertino accept said grant so tendered, and

IT IS FURTHER RESOLVED that the City Clerk be and she is hereby authorized to deliver this acceptance to the California Land Title Company for recordation with the Deed in accordance with existing escrow instructions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 4th day of February, 1985, by the following vote:

Vote	Members of the City Council
AYES:	Gatto, Plungy, Rogers, Sparks, Johnson
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST:

/s/ Dorothy Cornelius
City Clerk

APPROVED:

/s/ Phil N. Johnson
Mayor, City of Cupertino

0010D/1D

9787-1
10-9-84
E.T.
Rev. 1/14/85

DESCRIPTION

Lands of Cupertino Union School District (Hoover)
to be Conveyed to the City of Cupertino for Park Purposes

All that certain real property situate in the City of Cupertino, County of Santa Clara, State of California, being more particularly described as follows:

BEGINNING at an angle point in the general Westerly line of Tract No. 2592 Normandy Hills Unit No. 1 a map of which was filed for record in Book 115 of Maps at page 2, Santa Clara County Records, said angle point being also the Southeast corner of Lot 47 as shown on said Tract No. 2592; thence from said POINT OF BEGINNING Southerly along a Westerly line of said Tract No. 2592, S00°03'17"E 138.72 feet to a point in a line parallel with and distant, Northerly, 19.00 feet, measured at right angles, from the centerline of Leeds Avenue, as said centerline is shown on said map; thence leaving said Westerly line, along the Westerly prolongation of said parallel line, S89°58'10"W 4.99 feet; thence leaving said parallel line, Westerly and Southerly, the following courses: along a tangent curve to the left with a radius of 319.00 feet through a central angle of 16°26'10" for an arc length of 91.51 feet; S73°32'W 206.68 feet; along a tangent curve to the right with a radius of 281.00 feet through a central angle of 16°26'10" for an arc length of 80.61 feet; S89°58'10"W 4.42 feet; along a tangent curve to the right with a radius of 45.00 feet through a central angle of 19°11'17" for an arc length of 15.07 feet to a Point of Reverse Curvature; along a tangent curve to the left with a radius of 45.00 feet through a central angle of 128°22'35" for an arc length of 100.83 feet to a Point of Reverse Curvature; along a tangent curve to the right with a radius of 45.00 feet through a central angle of 19°11'17" for an arc length of 15.07 feet; S00°01'50"E 163.84 feet; along a tangent curve to the right with a radius of 45.00 feet through a central angle of 19°11'17" for an arc length of 15.07 feet to a Point of Reverse Curvature; along a tangent curve to the left with a radius of 45.00 feet through a central angle of 55°51'14" for an arc length of 43.87 feet; S00°01'50"E 216.13 feet to the intersection thereof with a line which is parallel and distant, 30.00 feet, Northerly of the monument line of BARNHART PLACE, as shown on Tract No. 4254, a map of which was filed for record in Book 222 of Maps at page 15, Santa Clara County Records; thence, Westerly, along said parallel line, N85°57'14"W 195.28 feet, more or less, to a point in a Easterly line of said Tract No. 4254; thence along said Easterly line, N00°07'59"W 708.70 feet to the intersection thereof with a Southerly line of said Tract No. 2592; thence leaving said Easterly line of Tract No. 4254, Easterly, along said Southerly line of Tract No. 2592, N89°30'32"E 639.10 feet to the POINT OF BEGINNING.

Containing 5.054 acres of land, more or less.

Prepared by the firm of
MACKAY & SOMPS
San Jose, California

0012D/1D

9786-1
10-17-84
E.T.

DESCRIPTION

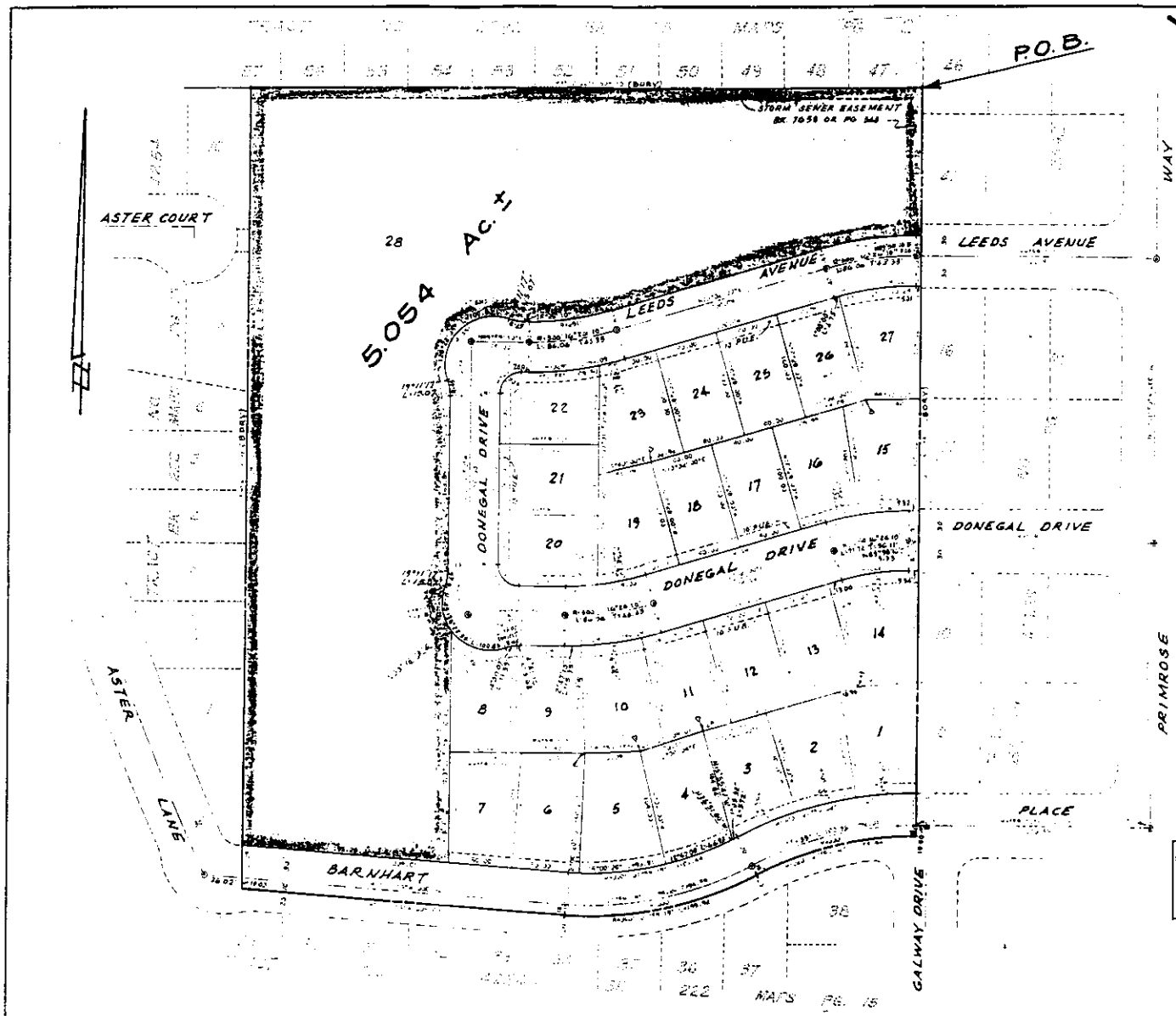
Lands of Cupertino Union School District
to be Conveyed to the
City of Cupertino

All that certain real property situate in the City of Cupertino, County of Santa Clara, State of California being a portion of that certain 11.184 acre parcel of land, as shown on that Record of Survey, a map of which was filed for record in Book 131 of Maps at page 36, Santa Clara County Records, and being more particularly described as follows:

BEGINNING at an angle point in the general Westerly line of above said 11.184 acre parcel, said point being also the Southeasterly corner of that certain 3.2 acre parcel of land described in a GRANT DEED from Alice Jollyman, et al, to Hugh Phillips, et al, and recorded in Book 1652 Official Records at Page 213, Santa Clara County Records; thence from said POINT OF BEGINNING, along the Southerly prolongation of the Easterly line of said 3.2 acre parcel the following courses: South 132.05 feet, along a tangent curve to the right with a radius of 42.00 feet through a central angle of 19°52'06" for an arc length of 14.56 feet to a POINT OF REVERSE CURVATURE, along a curve to the left with a radius of 42.00 feet through a central angle of 129°44'12" for an arc length of 95.10 feet to a POINT OF REVERSE CURVATURE, along a curve to the right with a radius of 42.00 feet through a central angle of 19°52'06" for an arc length of 14.56 feet, East 318.32 feet, along a curve to the right with a radius of 20.00 feet through a central angle of 76°04'13" for and arc length of 26.55 feet to a POINT OF REVERSE CURVATURE and a point in the Westerly line of that certain parcel of land as described in a GRANT DEED to the City of San Jose, a municipal corporation, for street purposes and recorded October 5, 1965 in Book 7128 of Official Records at pages 42 and 43, Santa Clara County Records; thence along last said Westerly line, Southerly, the following courses; along a curve to the left with a radius of 65.00 feet through a central angle of 21°49'48" for an arc length of 24.77 feet to a POINT OF REVERSE CURVATURE; along a curve to the right with a radius of 15.00 feet through a central angle of 35°45'35" for an arc length of 9.36 feet; South 163.23 feet; along a tangent curve to the left with a radius of 65.00 feet through a central angle of 39°48'00" for an arc length of 45.15 feet to a point in the general Northerly line of Parcel 3, as said parcel is described in that certain GRANT DEED from the Cupertino Union School District to Claude T. Lindsay, Inc., recorded February 21, 1962 in Book 5474 of Official Records Page 606, Santa Clara County Records; thence leaving said Westerly line, along last said general Northerly line S50°12'00"W 36.56 feet to the Westerly line of last said deed; thence Southerly, along the Westerly line of said deed, South 101.75 feet to a point in the Northerly line of Tract No. 2483, a map of which was filed for record in Book 112 of Maps at page 35, Santa Clara County Records; thence along said Northerly line and its Westerly prolongation N89°59'00"W 599.52 feet to the intersection thereof with the Northeasterly line of Tuscany Place, as shown on Tract No. 5835 a map of which was filed for record in Book 375 of Maps at pages 13 and 14, Santa Clara Count Records; thence leaving said Westerly prolongation, along the Northwesterly prolongation of said Northeasterly line of Tuscany Place the following courses: N43°01'37"W 28.06 feet, along a tangent curve to the right with a radius of 24.00 feet through a central angle of 52°01'12" for an arc length of 21.79 feet to a POINT OF REVERSE CURVATURE; along a curve to the left with a radius of 28.00 feet through a central angle of 52°01'12" for an arc length of 25.42 feet; N43°01'37"W 24.73 feet to a point in the general Westerly line of said Record of Survey; thence along the general Westerly line of said Record of Survey the following courses: N50°11'11"E 164.77 feet; North 74.00 feet; West 96.14 feet; North 312.00 feet and East 215.04 feet to the POINT OF BEGINNING of this description.

Containing 6.157 acres of land, more or less.

Prepared by the firm of
MACKAY & SOMPS
San Jose, California



~~TRACT NO. 7682~~

~~CONSISTING OF TWO SHEETS~~

~~CUPERTINO CALIFORNIA~~

~~SCALE: 1"=60 OCTOBER 1984~~

BASIS OF BEARINGS

THE BEARING N00°01'30"W OF THE CENTERLINE OF PRIMROSE WAY, AS SHOWN ON THE MAP OF TRACT NO 2592 RECORDED IN BOOK 115 OF MAPS AT PAGE 2, SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP

LEGEND & NOTES

- STANDARD CITY MONUMENT FOUND
- STANDARD CITY MONUMENT SET
- ¾" IRON PIPE FOUND
- ANGLE POINT

PUE PUBLIC UTILITY EASEMENT

ALL DISTANCES AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF
THE BLUE BORDER LINE INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP
A SOIL REPORT AND/OR GEOLOGICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY

PLAT TO ACCOMPANY DESCRIPTION

LANDS OF CUPERTINO SCHOOL DISTRICT TO BE CONVEYED TO THE CITY OF CUPERTINO FOR PARK PURPOSES

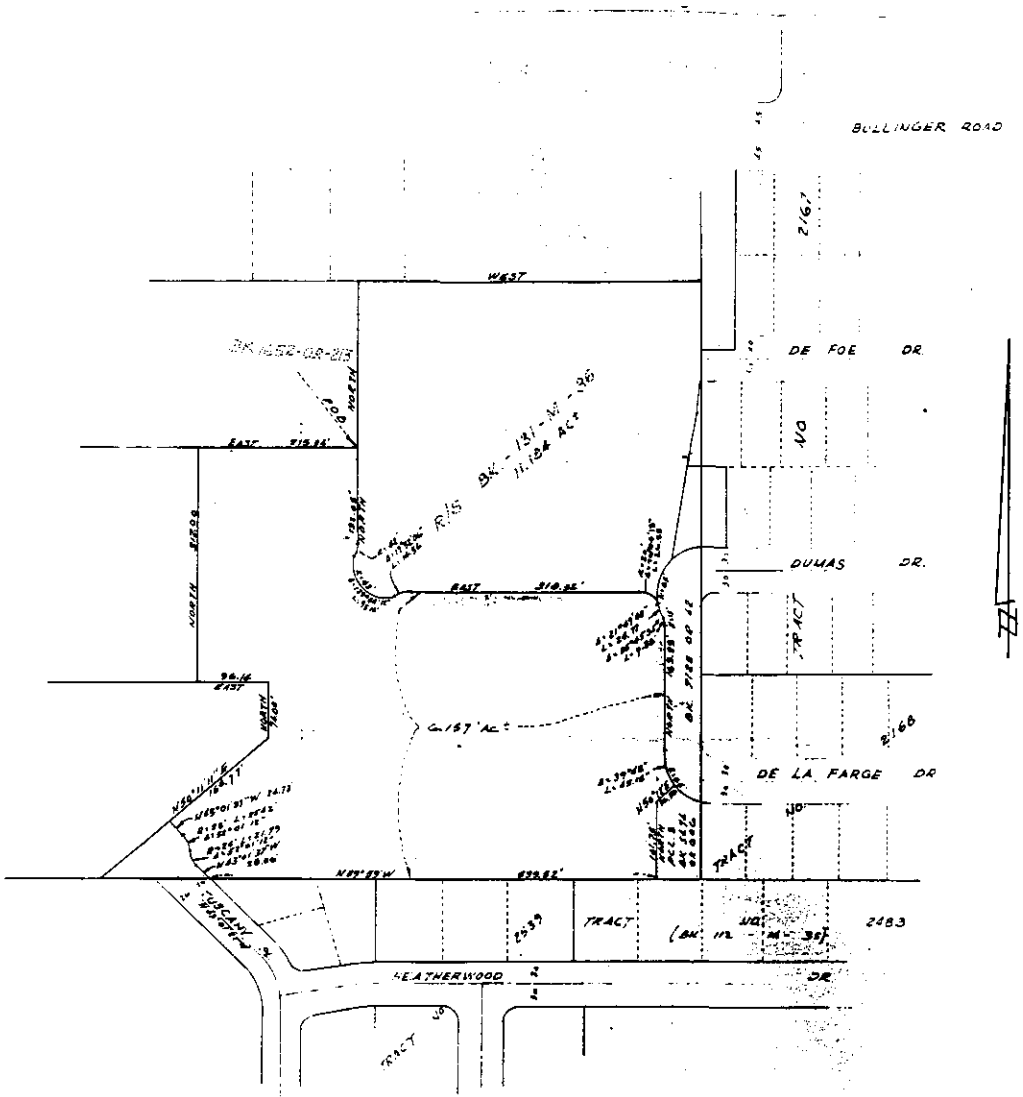
OCTOBER, 1984

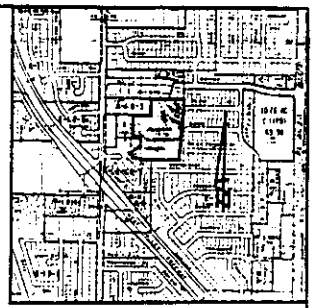
MacKay & Somps
CIVIL ENGINEERS
SAN JOSE, CALIFORNIA

9787-1

RECORDED _____ FILE NO _____ BOOK _____ MAPS PGS _____ & _____

SHEET TWO OF TWO SHEETS





LOCATION MAP
SCALE: 1" = 1000'

PLAT TO ACCOMPANY DESCRIPTION OF LANDS OF CUPERTINO UNION SCHOOL DISTRICT TO BE CONVEYED TO THE CITY OF CUPERTINO

CUPERTINO CALIFORNIA

MacKay & Somps
CIVIL ENGINEERS
1415 THE ALAMEDA
408-985-0960

SCALE 1" = 100' | DATE OCT 1984 | JOB NO 976G

SECTION 5

FUNDING SOURCES FORM

Jollyman Park
All-Inclusive Playground

City of Cupertino

APPENDIX H: FUNDING SOURCES FORM

APPLICANT: City of Cupertino **PROJ. NAME:** Jollyman Park All-Inclusive Playground

FUNDING SOURCE	DATE COMMITTED (If applicable)	AMOUNT
AIPG Funding	**TBD**	**$1,448,201**
City of Cupertino Funding	**Pending***	**$1,200,000**
Donations Funding	**TBD**	**$2,306,799**
		$
		$
		$
		$
		$
TOTAL FUNDING SOURCES **Must Equal Estimated Total PROJECT Cost**		**$4,955,000**
CONTINGENCY/optional features (from fundraising)	**TBD**	**$ 375,000**

* See City Council Resolution No. 18-100 for city commitment. Appropriation is pending.

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.

Signature _____
APPLICANT'S AUTHORIZED REPRESENTATIVE

Date 1/30/19

SECTION 6

CEQA

Jollyman Park
All-Inclusive Playground

City of Cupertino

Creation of an all-inclusive playground at Jollyman Park will comply with the California Environmental Quality Act (CEQA).

The project will be a replacement of an existing aging playground with a new playground, within an existing developed park adjacent to existing parking and landscaping. It is expected to qualify for a categorical exemption under the categories Existing Facilities and Replacement and Reconstruction.

Appropriate documentation will be filed with the County Clerk when project design has been further refined.

SECTION 7

501 (c) (3) CERTIFICATION

Jollyman Park
All-Inclusive Playground

City of Cupertino

Not Applicable
Applicant is City of Cupertino (a local public agency)

SECTION 8

PHOTOGRAPHS OF PROJECT SITE

Jollyman Park
All-Inclusive Playground

City of Cupertino

County of Santa Clara

All-Inclusive Playground Grant Program Application

October 2018

SECTION 8

Jollyman Park—Project Site Photographs

Jollyman Park
All-Inclusive Playground Site

Jollyman Park is 11 acres and is one of Cupertino's largest green spaces. It is centrally located within the city and easily accessed via Stelling Road, visible on the left side of the aerial above.

CUPERTINO

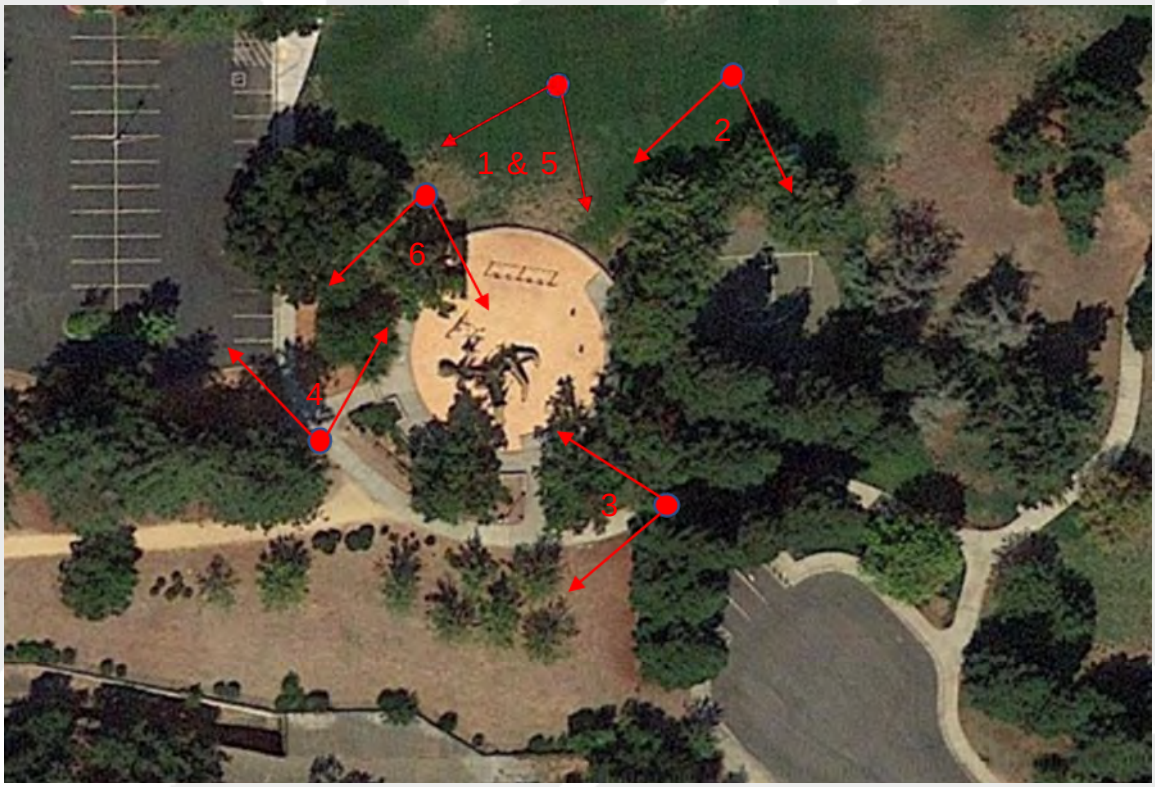
CITY OF CUPERTINO
CITY HALL
10300 TORRE AVENUE, CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3354 FAX: (408) 777-3333

Jollyman Park Site Photos

Aerial view of Jollyman Park.

A red circle indicates the all-inclusive playground site.

Locations of the following 6 site photos are shown on the image to the right.



Jollyman Park Site Photos

Site Photo 1:

View from north of site areas showing existing playground to be replaced by the new all-inclusive playground.

Site Photo 2:

View from northeast of the site, showing the existing playground.

Jollyman Park Site Photos

Site Photo 3:

View from east of the site showing the secondary entrance and existing walkway on the south side of the play area.

Site Photo 4:

View from south, showing the parking area west of the playground site.

Jollyman Park Site Photos

Site Photo 5: View from the north, showing the existing berm at the site's edge.

Site Photo 6: View from the north showing the existing walkway paving and entry stairs from parking lot to the west.

Jollyman Park Site Photos

Site Photo 7:

A new walkway from Stelling Road leads to the play area site.

Site Photo 8: Bufferered bike lanes on both sides of Stelling Road are popular with cyclists.

Jollyman Park Site Photos

Site Photo 9: This aging play structure will be replaced with new all-inclusive features.

Site Photo 10: Large existing trees at the play site location will be integrated into the playground design.

SECTION 9

REGULATORY PERMITS

Jollyman Park
All-Inclusive Playground

City of Cupertino

The all-inclusive playground at Jollyman Park will replace an existing playground area. The project is not expected to involve outside agency permits. The project is expected to require a Building Division permit issued by the City of Cupertino's Community Development Department and to comply with applicable building codes.

It will also be required to demonstrate compliance with other applicable codes and regulations, such as stormwater quality protection measures per the region's Bay Area Municipal Regional Stormwater Permit Provision C.3, overseen by the regional Santa Clara Valley Urban Runoff Pollution Prevention Program.

The project will comply with the California Environmental Quality Act as described in Section 6.

SECTION 10

PUBLIC ACCESS SCHEDULE

Jollyman Park
All-Inclusive Playground

City of Cupertino

The new all-inclusive playground will be open during daylight hours until one hour after sunset, 365 days per year. Jollyman Park is open during these hours, as are most of Cupertino's city parks.

SECTION 11

PROJECT USE DIAGRAM –

CONCEPTUAL PLAN

Jollyman Park
All-Inclusive Playground

City of Cupertino

Main Entry
- Fun Directional Signage
- Stroller Parking, Bike Racks
- Decorative Paving
- Arbor
- Sound Echo Element

ADA Accessible Parking and Path of Travel

Platform Overlook with Shade Sail

Sound and Sensory Zone
- Laser Harp (Optional)
- Musical Play Features
- Quiet Cocoon
- Shade Sail

Art Wall (Optional)

Bridges
- Sway Bridge
- Stable Bridge

Playhouse
- 2 Story

Art Element (Optional)

Open Play
- Seating
- Shade Sail

Look Outs

Theme Planting

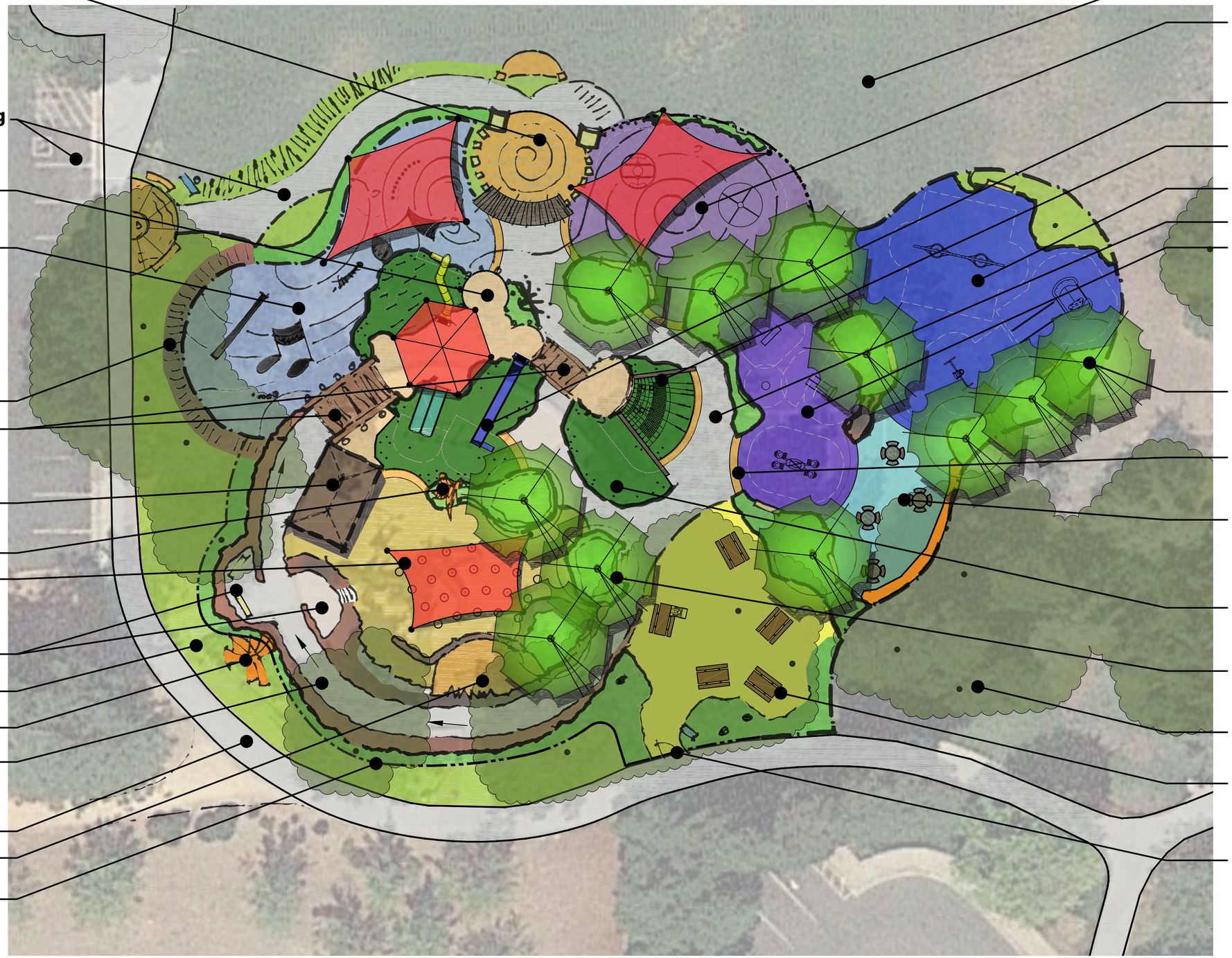
Art Element (Optional)

Sloping Path with Handrails

Existing Path

Stage

Perimeter Ornamental Fencing



Existing Park

Spinner Zone
- Quiet Cocoon
- Shade Sail

Slide and Climbing Zone

Climbing Cargo Net

Swing and Sway Zone

Colored Concrete

Tot Zone
- Quiet Cocoon
- Slide
- Climbing Giraffe
- Kinder Bells
- Seesaw

Proposed Shade Trees - Typical

Textured Zone Entry Banding

Kindness and Compassion - Quiet Area with "Kindness Wall"

Synthetic Turf Slopes and Climbing Loops

Planters with Benches - Typical

Existing Trees - Typical

Picnic Area under Existing Trees

Gate

N

0' 10' 20' 40' 60'

JOLLYMAN PARK ALL-INCLUSIVE PLAYGROUND, CONCEPTUAL PLAN

SECTION 12

TIMELINE

Jollyman Park
All-Inclusive Playground

No.	Milestone	Date
	Design Phase	
1	Council Authorizes Grant Application	October 2, 2018
2	Grant Application Deadline	October 12, 2018
3	Grant Awards Announced	December 2018
4	Grant Acceptance by City and Funding Agreement Execution *(estimated date, depends on County timeline)*	~March 2019
5	City Funding Appropriation, FY 2019-2020 budget and capital program	July 1, 2019
6	Design Consultant Agreement Execution	July 2019
7	Fundraising Initiated	August 2019
8	Design Development Complete	March 2020
9	Community Outreach & Public Participation – throughout design process	Aug 2019-Sep 2020
10	Construction Documents Complete	October 2020
11	Fundraising Target Complete	October 2020
12	Construction Award & Contract Execution	January 2021
	Construction Phase	
13	Construction Begins	February 2021
14	Construction Complete	November 2021
15	Dedication Ceremony	~December 2021

SECTION 13

CITY COUNCIL RESOLUTION

Adopted October 2, 2018

Jollyman Park
All-Inclusive Playground

City of Cupertino

RESOLUTION NO. 18-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AUTHORIZING APPLICATION TO THE COUNTY OF SANTA CLARA FOR ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM GRANT FUNDS TO REPLACE AN EXISTING PLAYGROUND AT JOLLYMAN PARK, AND ANY FUND RAISING OR MATCHING FUNDS AS REQUIRED

WHEREAS, the County of Santa Clara has established an 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 within Santa Clara County; and

WHEREAS, All-Inclusive Playgrounds are accessible not only to persons with physical disabilities, but will also provide recreational play for persons of all ages regardless of ability, such as the needs of people with autism spectrum disorder, sensory challenges, visual and auditory impairments, medically fragile individuals, and those with cognitive, communication, developmental, mobility, or other impairments; and

WHEREAS, the County of Santa Clara has invited applications from eligible public agencies and non-profit corporations for such projects that will be constructed within the limits of Santa Clara County;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Cupertino City Council hereby approves undertaking the proposed project to replace an existing playground with an All-Inclusive Playground at Jollyman Park.

2. The Cupertino City Council hereby approves filing an application for AIPG funding to replace an existing playground with an All-Inclusive Playground at Jollyman Park.

3. The Cupertino City Council hereby designates the Public Works Director of the City of Cupertino as its Authorized Representative to sign the grant application and to be responsible for executing all related documents including a grant agreement.

4. If the project application receives a substantial AICP grant toward creating an All-Inclusive Playground, then:

   a. The Cupertino City Council will appropriate $1,200,000 of city funding as a city match toward the cost of delivering the proposed All-Inclusive Playground.

   b. The City will undertake a formal fundraising effort utilizing a proven, experienced organization to invite donations to provide substantial additional funding toward the project cost, and will suitably acknowledge donors.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 2nd day of October, 2018 by the following vote:

Vote	Members of the City Council
AYES:	Paul, Sinks, Chang, Scharf
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	Vaidhyanathan

ATTEST:

Grace Schmidt 10-8-18

Grace Schmidt, City Clerk

APPROVED:

Darcy Paul, Mayor,
City of Cupertino

ATTACHMENT A

DETAILED PLAY EXPERIENCES

Jollyman Park
All-Inclusive Playground

City of Cupertino

ATTACHMENT A
DETAILED PLAY EXPERIENCES

Jollyman Park
All-Inclusive Playground

The design for Cupertino's all-inclusive Jollyman Playground is based on our consultant's seventeen years of experience in public and private inclusive playground design, and specifically on over six years of all-inclusive playground design expertise. This experience includes a familiarity with a large body of research, scientific literature, and the results of ongoing research by experts in development and play for those with special needs. Additional background incorporates firsthand input to from therapists, caregivers and stakeholders through interviews, observation and discussions in their classes and at play on their playgrounds. The design process and play structure selection are further based upon many community and user group meetings to listen and receive input on concepts, features, site components and design ideas, as well as to better understand what really works, what doesn't work, and what is truly best when designing an all-inclusive playground that is welcoming and accessible for everyone. This attachment was prepared by the consultant firm and reflects their expertise.

Benefits of an all-inclusive playground design for people with differing abilities: Persons with special needs, and therefore their friends and families, are often not able to experience the most basic forms of play in public playgrounds. Everybody visiting our all-inclusive playground, including people with disabilities or special needs, will experience the physical, emotional and mental benefits of outdoor play, which include:

- Increased physical activity
- Improved gross motor skills
- Improved cardiovascular health
- Increased strength of heart and lungs
- Increased blood flow to the brain, cognitive development, and better sleep
- Opportunities for those of all developmental abilities to play alongside their typically developing peers
- Prosocial behavior and opportunities for helping, sharing, collaboration and learning
- Improved vocabulary
- Enhanced negotiating skills
- Reduced anxiety and improved mood
- Reduced symptoms of ADHD and ADD
- Improved concentration and focus
- Nurturing of self-discipline
- Improved self-esteem and confidence
- Improved self-regulation

The following tables present how Cupertino's Jollyman Playground all-inclusive design elements will address the play needs of all persons and diverse user groups.

Autism Spectrum Disorder and Sensory Challenges	
Design Elements and Play Experiences	1 in 45 children and adults live with autism. Many living with Autism Spectrum Disorder (ASD) get overstimulated and need spaces to retreat when that happens. The Jollyman Playground provides different types of places to retreat to at varying levels. Seating is amply provided around all play zones allowing those that need time to acclimate to and observe the play experience in a safe place to do so, while in close proximity. Retreat features are also provided in active zones that allow those that need a quiet confined space a safe, inviting place to go. Another important feature of the playground is that it is fully fenced around the perimeter within a landscaped buffer area. This enables those with ASD and sensory challenges to play safely and within a defined space. Color, size and texture choices are also important considerations in creating spaces that are inviting and calming for those with ASD and sensory challenges. The color choices of the walls, fences, surfacing, play features and playhouse will emphasize cool, calming colors such as blue and green. These and other design decisions help provide a tranquil environment and help with stress management, particularly for visitors with autism. All materials and their uses are selected to help create a welcoming and inviting space to play.
Tot Zone	The Tot Zone is a smaller scale version of the bigger playground. It offers a less overwhelming space with smaller “tot-scaled” features that enable first play experiences and the joy of sliding, swaying, jumping and making music, while mastering the gross motor functions necessary for getting up, down and all around. Scaled-down play equipment is placed in the Tot Zone for smaller and younger people who are developing play skills through the lens of autism. This area invites parents and caregivers for those with autism or related disorders a place to get down on the soft, resilient surfacing and practice Dr. Stanley Greenspan's well-known "floortime" therapy which is based on following a child's instincts.
Sound and Sensory Zone	The sound and sensory zone is a popular area for those who have autism or sensory challenges. The gentle sounds of a custom developed music feature help sooth while providing an engaging, interactive experience. The equipment does not require musical skill or even much motor function to produce tranquil musical sounds. For those who have difficulty communicating verbally, music provides a way to express themselves in a non-verbal and non-threatening manner. Spacious design will allow for solo or group play with the tones being carefully chosen to create pleasant sound combinations when triggered by players. Speakers are situated to provide appropriate volume for those in the Sound and Sensory Zone while not disrupting or over stimulating those playing in other nearby zones.

Kindness and Compassion Area	The Kindness and Compassion Area is another calm, less busy portion of the playground which offers an additional space to retreat to if active play feels overwhelming to a visitor. A mosaic of kindness messages written in words, characters and Braille surround the space offers words of encouragement. For those with autism who are interested in letters, words and semantics, the kindness messages are an invitation to understand what is written there. Braille is not just engaging for the visually impaired, but can also be for those up for the challenge of deciphering a message encoded in tactile dots.
Swing and Sway Zone	For children and adults with autism or developmental challenges, swinging is much more than play and is often integral in their therapy. The motion of a swing can bring children out of lethargic moods and help calm them and drain excessive energy. When the swing sways back and forth like a pendulum, the motion can be soothing. When it spins like a top, the sensation can awaken children. For so many of these individuals, swinging provides essential vestibular movement which helps them achieve developmental milestones. Balance and coordination are two developmental domains that autistic children often struggle with and swinging has proven to be beneficial. Multiple types of swing elements are provided to offer children with autism and other sensory challenges the swing that best suits their needs. Those with more advanced gross motor skills are challenged to coordinate their movements to provide the necessary forces to deliver the swinging sensations they love.
Spinner Zone	The Nest Spinner offers a quiet and secure spinning experience, which for some can be a valuable reprieve from frenetic and overstimulating play. Slow, soothing and rhythmic spinning is less likely to overwhelm senses while stimulating vestibular activity and sensory integration. The Nest Spinner is the smallest piece of spinning equipment in this zone and is ideal for those who may become overstimulated playing with a larger group.
Slide and Climbing Zone	The Slide and Climbing Zone provides a variety of slide types to choose among. One slide will be a long roller slide, which is particularly soothing to a person with autism. Autistic children respond to texture and movement which makes this feature both exciting and calming for them. Skills learned here, such as asking another child to play or who should go first, assist with the development of social skills. The Slide and Climbing Zone design offers multiple ways for a parent, friend or caregiver of a person with autism to help facilitate the fun of sliding while providing close support.

Playhouse	The two-story Playhouse has retreat spaces that are calming with open areas and enclosed spaces. These allow those with autism to take a break, and re-enter active play when ready. The playhouse's interior has fun visual and tactile features to invite imaginative play. An upper walkway, platform and bridges offer fun, calm views of the overall playground and surrounding park, while connecting the Slide and Climbing Zone to the second floor of the of the playhouse. Interesting and playful architecture with soothing colors and textures are among the many thoughtful design decisions that are integrated into the playhouse, developing a welcoming atmosphere for those with autism and sensory differences.
Mobility and Physical Impairments (includes wheelchair users)	
Design Elements and Play Experiences	The entire Jollyman Playground, all play equipment and experiences, is accessible for those in wheelchairs or using mobility devices. The surfacing, layout, elevated spaces, play structures and site features are all designed and constructed with these users in mind to ensure there are no barriers to their play and enjoyment.
Tot Zone	One of the main features of the Tot Zone is a smaller scale and wheelchair-accessible slide and climbing slope. These offer a less overwhelming structure for coordinating motor skills to get up and down the terrain to the top of the slide entry area. Additional Tot Zone structures and tactile play features are wheelchair accessible and offer smaller and younger people with mobility impairments appropriate equipment to engage in active play.
Sound and Sensory Zone	Smooth even surfacing with open access is provided to each sensory element. Musical features can be triggered by varied parts of the body and/or assistive equipment. Simple sound generating mechanisms allows for interaction with minimal ability. The interactive area around the optional laser harp is wide enough to accommodate multiple users while still allowing others to freely pass by. Can be utilized in a static position or while moving in a wheelchair or other device.
Kindness and Compassion Area	The Kindness and Compassion Area features wheelchair-accessible tables for sitting and enjoying a snack, playing a game of chess or checkers, or reading a book. Special high-seat benches with arms and backrests will be inviting for those with some lower-body impairment and for elderly visitors that have difficulty standing up from traditional height seating.
Swing and Sway Zone	Multiple swing elements provide the opportunity for all to swing safely, comfortably and with a caregiver or friend. Disk Swings are supportive, allowing for use by all abilities, and promote collaborative swinging. A smooth and carefully designed sloping access to the Sway Glider allows those unable to leave their mobility device the ability to enjoy gentle swaying with no need to

	transfer. Large open spaces between elements and equipment increases ease of access and safety.
Spinner Zone	The spacious Spinner Zone allows ample access to all sides of the equipment. Flat ground access allows users to transfer to bottom platforms and feel the thrill of the Net Spinner with others of all abilities. The Ground Carousel is set flush to adjacent surfacing, allowing people who use wheelchairs (manual or power driven) to roll their mobility device onto the base of the carousel and to spin and play alongside others. Dish spinners allow an opportunity for those with very limited mobility to get onto the feature, plus those in wheelchairs with arm strength can transfer on the disk.
Slide and Climbing Zone	The Slide and Climbing Zone offers a wide variety of sliding experiences that are accessible to those with mobility impairments and meet varying degrees of ability levels. For access the top of the slide area (which is approximately 8 feet above the play surfacing below), there is a gently sloped (less than 5%) firm, all-weather path that surpasses ADA standards for paths of travel. The width of this and other pathways is generous, inviting and encouraging two-way traffic. The design of the Sway Bridge along the path at the top of the slide mound offers wheelchair users and those with limited mobility the opportunity to feel sensory stimulation and sway at elevated heights. Dignity Landings at bottom of slides allow users to move to the side and out of the way from other slide users, while waiting "with dignity" for a caregiver's assistance. Padded surfacing and climbing elements placed on slopes of the slide provide assistance to traverse the terrain of the mound. Openings in the railing at the top of the Slide Zone are narrow to prevent a wheelchair from going down its steep slope.
Playhouse and Stage	The Playhouse, Stage and open seating area are carefully designed and built for adults and children with physical disabilities. The two-story playhouse is designed and built to meet their special needs. For guests who use a wheelchair or have mobility challenges, they too can play at elevated heights, just like everyone else. Elevated platforms and bridges with sloped walks at less than 5% allow ease of access. As elsewhere in the playground, accessible pathways and entrances to the playhouse and stage are wide enough for two-way traffic and are provided to all areas and floors of the structure. Safety railings are provided along all sloping and elevated walkways.
Visual and Auditory Challenges	
Design Elements and Play Experiences	The all-inclusive Jollyman Playground will be accessible to those with visual and auditory challenges. For the visually impaired, a need for predictability of the playground design layout is critical for their ease of navigation. Layout, organization, and mindful design are important to safety and navigating the play space. Well thought

	out grouping of equipment into play zones makes the overall playground layout easier to discern and to mentally map for persons with visual Impairments. Throughout the playground and at each play zone, wayfinding aids that incorporate Braille, large print and tactile navigation elements, as well as mindful handrail placement throughout playground space, will help provide ease of circulation as well as predictable, clear demarcation of each use area. Each play zone entry with have a band of textured concrete paving that can be seen with limited vision and is also detected by canes and wheelchairs' travel over the rougher surface. Entry points into the play zones are positioned away from active play elements to limit the chance of walking into any apparatus.
Tot Zone	A "Climbing Giraffe" (or similar themed climbing feature) is accessible to visually and auditorily impaired tots. The Climbing Giraffe, with its playful structural shape and different materials, is interesting from a tactile perspective for people with visual impairments. The Kinder Bells allow children to hold on to the rings and create musical sounds with confidence.
Sound and Sensory Zone	The electronic and self-actuated music features of the Sound and Sensory Zone are all accessible. A range of mellow tones allows enjoyment for some with auditory impairments.
Kindness and Compassion Area	Graphics for the Kindness and Compassion Area will feature all accessible graphics (large print characters and text in sans serif fonts); fonts and background colors will be chosen for high contrast.
Swing and Sway Zone	The Sway Glider is fully accessible to the blind or visually impaired. The railings on the ramp leading up to the Sway Glider allow for the safe boarding and disembarking from the feature. The motion of the equipment is a gentle rocking back-and-forth which works well for blind users. A variety of swing seating types that safely secure the user provide options for all to experience a wide range of swinging types.
Spinner Zone	The Nest Spinner offers the most secure, slowest and most controlled spinning experience, which is ideal for blind users who are new to the world of playground equipment that spins. The Ground Carousel offers convenient hand holds and a predictable sensation of spinning, contributing to blind and visually impaired users' feeling of safety when using the equipment. Also, a sighted helper can sit next to a user on the Ground Carousel, which can give an extra feeling of reassurance when using the equipment. All of the spinners are safe and enjoyable for all auditory abilities.
Slide and Climbing Zone	The fun and diverse Slide and Climbing Zone offers several advantages for the blind population, included its predictable design. All the slides and openings are conveniently accessed from the top platform with clear entry points along the top railing. The playground

	will feature large print and Braille signage at the open railing entries of the different slides at the slide platform. The signage will include brief descriptions for the safe use of the equipment. A Double or "Group" Slide offers a great opportunity for blind or visually impaired persons to slide with a sighted helper or friend. This can help ease fears of the sliding experience for persons who are new to sliding. "Dignity landings" at the bottom of slides offer a place to move to the side while a user folds out her or his collapsible sensing cane. Turf Sliding is fun and practical for the blind population, although some may need the accommodation of having a sighted helper. Climbing Loops on the slope of the slide hill can be challenging but are a fun obstacle course to negotiate.
Playhouse	The playhouse entries and railing will include Braille arrows to assist blind people with navigation of the platform, bridges and overhead walkways.
Cognitive and Developmental Disabilities	
Design Elements and Play Experiences	According to the US Centers for Disease Control data, 10% of our adult population has cognitive disabilities. To allow everyone a fun and memorable play experience, the Jollyman Playground equipment is selected in sizes which accommodate every age. Each item is easily operated, even by those with delayed development or impaired cognitive abilities.
Tot Zone	Intended for visitors under 5, the Tot Zone is a fun introduction to learning how to navigate the full-scale Slide and Climbing Zone. Naturally, everything in this zone is inclusive.
Sound and Sensory Zone	The interactive music elements are carefully designed to be operated by those with very limited cognitive or physical abilities. For those who have difficulty communicating verbally, music provides a way to express themselves in a non-verbal and non-threatening manner.
Kindness and Compassion Area	The Kindness and Compassion Area represents the core values inherent in social play at all-inclusive playgrounds, including the valuable lessons of inclusion and kindness. Vibrant colors and tactile experiences highlight this feature that is strategically situated near the picnic area. These spaces are welcoming and inviting to all, giving those with cognitive and developmental disabilities a clear feeling of being included in the social interactions.
Swing and Sway Zone	Disk swings allow a wide range of positions and are appealing for users of all sizes and all development levels. 'Expression' swings provide face-to-face contact during swinging; they build attunement (emotional connection) and are welcoming for pre-verbal or non-

	verbal users and the developmentally disabled. Bench seating surrounding the zone is spacious and inviting which provides necessary rest for those doing both the swinging and the pushing.
Spinner Zone	Those with cognitive and developmental disabilities need a predictable, calm and secure place to spin. All of the spinners in the design are simple to operate and control, delighting those who simply want to spin alone or be part of the community at large. This zone is one of the most popular places for those with serious developmental delays.
Slide and Climbing Zone	Children and adults with cognitive and developmental disabilities need a predictable and safe place to climb and slide, offering taller openings, wide entrances and safe slide and climb. The roller slide offers children with cognitive and developmental disabilities a variety of developmental benefits including: balance, coordination, motor planning, problem solving and social skill development. Many children and adults with developmental disabilities use all of the slides (especially children with Down Syndrome). Turf sliding offers an additional level of sliding challenge and fun. Climbing loops invite the development of upper arm strength and balance while encouraging social interaction, and provides support to climb the slopes.
Playhouse	The Playhouse and the Stage area provides a welcoming space that sparks the imagination. The premise is that everyone is welcome to be on that stage, run and twirl or just hang out and observe the fun around them. The playhouse is sized for the youngest of children up to adults, which includes the older visitors who still play like young children.
Seniors and Other Adults with Disabilities	
Design Elements and Play Experiences	Playground zones include a wide variety of play components that accommodate adults and seniors with disabilities. Clear, predictable layouts, gentle grades, handrails throughout the playground, and enclosed play zones make the playground an ideal space for seniors with physical or cognitive impairments. This design helps them to engage in activities that promote physical, emotional, and psychological well-being. Ample shaded seating throughout the playground allows those that need a place to sit, relax and observe. Parents with disabilities have a unique and rare opportunity to play side-by-side with their children and community at large.
Sound and Sensory Zone	Music has been shown to have significant emotional and psychological benefits for seniors, especially those suffering from dementia. The sound elements make it possible for seniors with

	limited mobility or decreased cognitive functioning to create music interactively and encourages physical movement. Plenty of space in this zone allows seniors and kids to play at the same time without crowding. These are valuable moments where the old and young can learn from each other. Parents with disabilities can engage with the music features together with their children and community, offering a fun opportunity to play, teach, learn, and create together.
Kindness and Compassion Area	The Kindness and Compassion Area is the area of the playground where rewarding inter-generational fun takes place. Sometimes, it's parents and grandparents sitting together with a book; other times, they are reading through the many kind sayings and talking about them. It is designed to be a quieter, less busy area which invites guests to sit at wheelchair-accessible tables, enjoy a snack, play a game, or look at a book. The ground surfacing of the Kindness and Compassion Area is a bonded rubber material that is ideal for those seniors with mobility challenges and those who use wheelchairs to access.
Swing and Sway Zone	Smooth surfacing access allows seniors and our aging population direct and easy access to all bucket and disk swings. The Sway Glider is inviting to seniors. It includes hand holds, and a table on it doubles as a steadying handle. Safety harnesses on the bucket swings offers a greater degree of safety compared to traditional swing equipment designs.
Spinner Zone	The spinners in the Spinner Zone fit all ages, abilities and sizes, promoting social interactions. Different and accessible seating options allow for low barrier sensory play. In addition, spinners encourage multi-generational visitors to play and spin together, promoting social engagement, positive emotional connections, and community participation.
Slide and Climbing Zone	For more active seniors, the Slide and Climbing Zone offers three slides that vary in difficulty, angle, and impact. Each of the three main slides has a wheelchair-accessible transfer deck at the top of the slide which can also be used as a convenient place to sit to assist a child with getting onto one of the slides. For those seniors with physical challenges that want to access the top or the slide (which is approximately 8 feet above the grade level of the playground) there is a gently sloped path. The incline or the ramp slope of the path exceeds ADA guidelines with a slope of under 5% and sturdy handrails along the entire path. Level spaces and seating around the top platform allow for supervision of activities while being seated.
Playhouse and Stage	Shade from beautiful trees, and a stage for music and theater create a welcoming community gathering space for people of all ages. The

	playhouse provides a dynamic imaginative play structure offering collaborative play opportunities for all abilities. Social interactions offered by this space are especially important for seniors who often feel isolated in their communities.
Medically Fragile	
Design Elements and Play Experiences	To enable medically fragile children and adults the freedom to play, without fear of harming or jeopardizing their tubes and health, there is no sand or bark mulch inside the playground.
Tot Zone	The main area of the Tot Zone has level surfacing. This area provides bench seating with back support to allow seated observation of the activity in the Tot Zone. The slide mound in the Tot Zone is a small-scale version of the main playground slide area. Access to the top of the Tot Zone slide mound is a gentle sloped path with a continuous handrail. By designing the playground to enhance children's playground experiences through the consideration of sociability and playability of the equipment, and going beyond what is minimally required by law for children with disabilities, we can promote play in children of all ability levels within an inclusive setting.
Sound and Sensory Zone	The area is wide enough to accommodate multiple users while still allowing others to freely pass by. Simple sound generating mechanisms allows for interaction with minimal ability and can be utilized from more than one position. Motion sensors for the optional Laser Harp electronic musical feature are highly accurate from a large distance and are sensitive enough to detect minimal movement; sensors can be triggered by any kind of body and/or assistive equipment.
Kindness and Compassion Area	A separate open space with wide entrances and smooth surfaces make perusing the Kindness and Compassion Area a relaxing and timeless experience. Attractive colors and positive messaging lift the spirits of anyone who spends time here.
Swing and Sway Zone	The Swing and Sway Zone features several types of play equipment for visitors to experience the joy of swinging and swaying. The Sway Glider has a sloped entrance and is fully wheelchair accessible. It provides a very controllable and gentle swaying motion ideal for those that need to avoid jarring motions for health reasons. The Disk Swings are wheelchair-accessible for those that can transfer and are also ideal for those that lack the core/trunk strength to support their abdomens on a typical playground swing.

Spinner Zone	Ground surfacing consists of padded surfaces, artificial turf, or firm level concrete, allowing the medically fragile to feel safe and secure to freely play, without fear of jeopardizing their health and wellbeing.
Slide and Climbing Zone	For the medically fragile that can safely engage in active play, the Slide and Climbing Zone offers three main slides that vary in difficulty, angle, and impact. Each of the three main slides has a wheelchair-accessible transfer deck at the top and a “dignity landing” at the bottom. For the medically fragile with physical challenges that want to access platform at the top of the slides, there is a gently sloped path with two heights of continuous handrails. There are also the slightly more challenging ways of getting up and down from the slide and climbing platform, including the Climbing Loops and a Climbing Cargo Net. Each of the features offers something to pull or push up on with the arms for those whose legs aren't strong enough or those that may have vestibular issues.
Playhouse and Stage	The Playhouse is a two story house that is entirely accessible to those in wheelchairs and to those with other mobility issues, by offering thoughtfully designed sloped paths and bridges. Tactile and imaginative play features within the playground are all wheelchair-accessible. The edge of the stage has a short vertical barrier and caution stripes to prevent an ambulatory person from falling off the stage or a wheelchair from rolling off the stage.

ATTACHMENT B

PROJECT SETTING

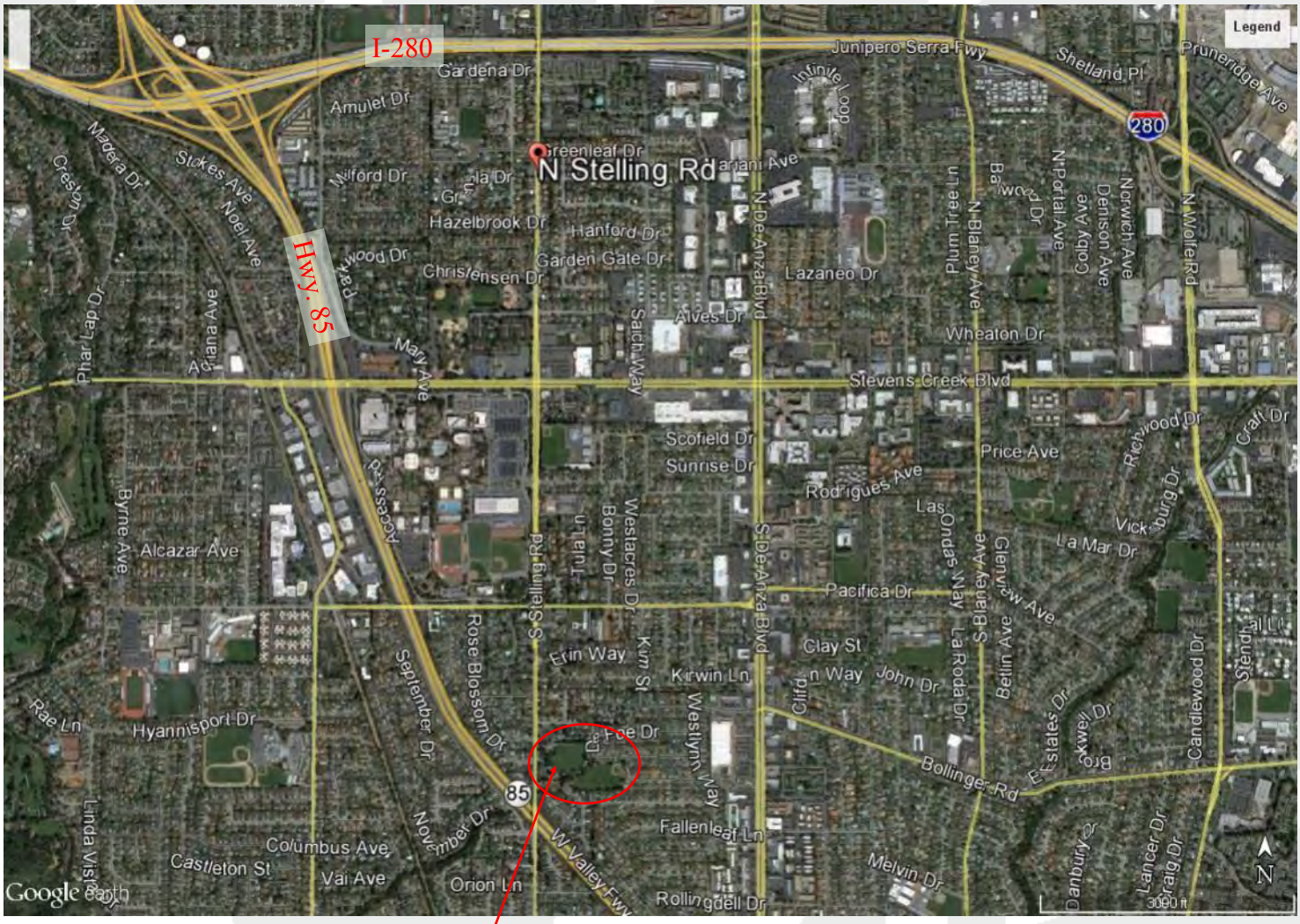
Jollyman Park
All-Inclusive Playground

City of Cupertino

- Cupertino Vicinity Aerial View
- Project Location Map
- Project Site Aerial View - labelled

ATTACHMENT B

Project Setting— Cupertino Vicinity Aerial View



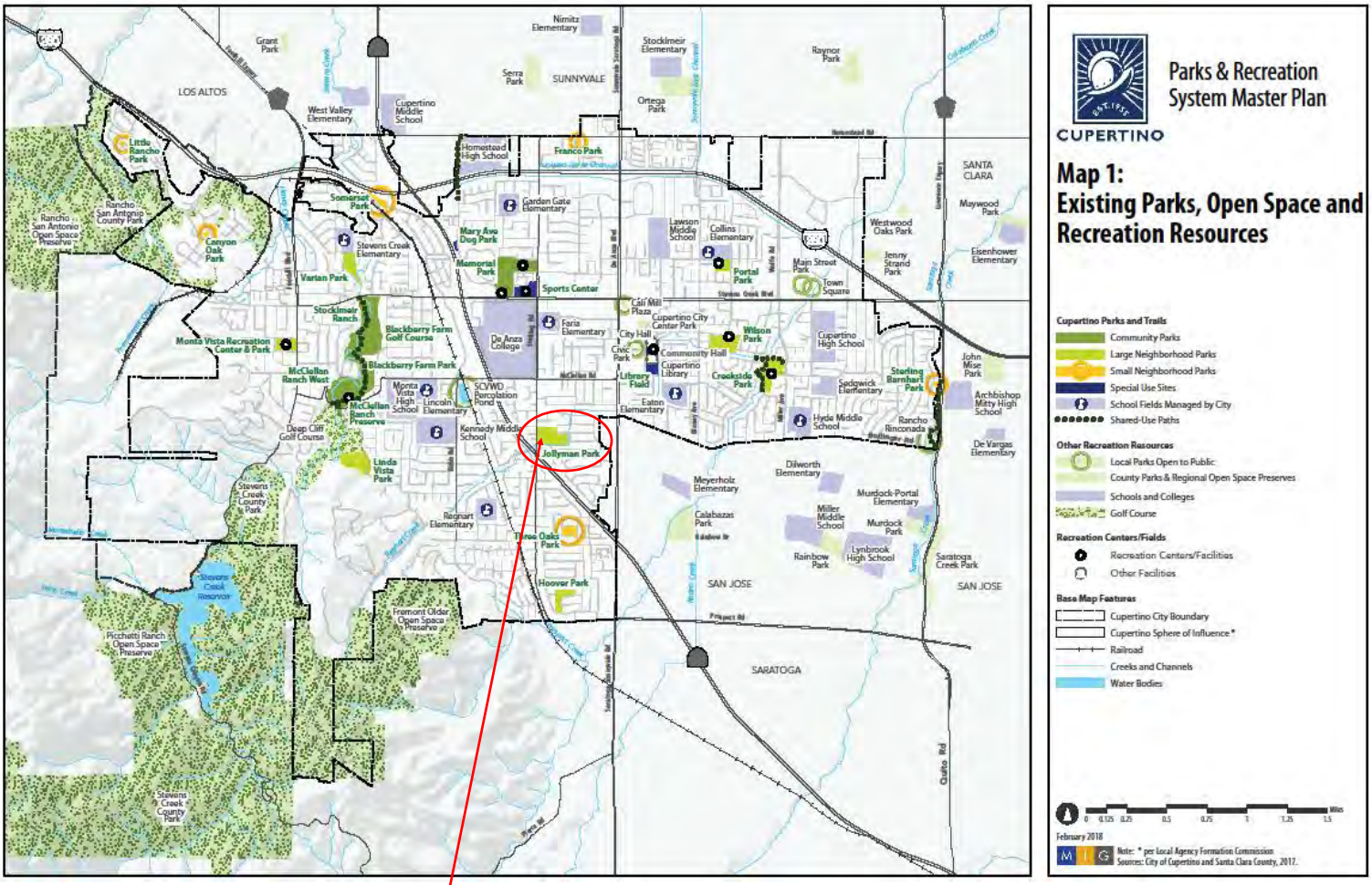
Proposed Jollyman Park All-Inclusive Playground

Jollyman Park is located centrally within Cupertino, on South Stelling Road. It is easily accessed by vehicle from Highway 280 and Highway 85. The site is served by buffered bikeways and spacious sidewalks on Stelling Road.

ATTACHMENT B

Project Setting—Project Location Map

Within Cupertino Parks & Recreation System



Proposed Jollyman Park All-Inclusive Playground

The playground site at Jollyman Park is in proximity to popular daily destinations such as Cupertino's Library, Civic Center, Sports Center, Teen Center, Senior Center, and Quinlan Community Center, as well as De Anza College.

ATTACHMENT B

Project Site Aerial View—Labelled

Jollyman Park currently provides two playgrounds, both on the west side near the Stelling Road frontage and a generous parking area. The new All-Inclusive playground will replace an existing aging one. Public restrooms on the site serve park visitors, as do a range of park amenities such as benches, drinking fountain with water bottle filler, and trash and recycling receptacles. The looped pathway system is all-weather surfacing and fully ADA-compliant.

Pedestrian and vehicular access to the park exists at 4 locations: S. Stelling Road, De Foe Drive, Dumas Drive, and Tuscany Place. Additional on-street parking is available along the park's Stelling Road frontage.

ATTACHMENT C

SAMPLE PLAYGROUND EQUIPMENT PHOTOS

Jollyman Park
All-Inclusive Playground

City of Cupertino

County of Santa Clara

All-Inclusive Playground Grant Program Application

October 2018

ATTACHMENT C

Jollyman Park—Sample Play Equipment

Jollyman Park

All-Inclusive PlaygroundD—Sample Play Equipment

Swing and Sway Zone

Sway Glider, photo above

Disk Swing, photo right

"Expression" Swing,

photos above and right

CITY OF CUPERTINO

CITY HALL

10300 TORRE AVENUE, CUPERTINO, CA 95014-3255

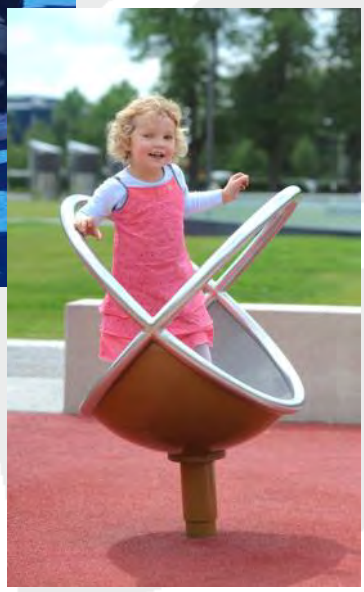
TELEPHONE: (408) 777-3354 FAX: (408) 777-3333

Jollyman Park Sample Play Equipment

Spinning Zone

Integration Carousel, photo left

Nest Spinner, photo below



Net Spinner, photo below right

Dish Spinner, photo below left

Jollyman Park Sample Play Equipment

Sound & Sensory Zone

Chimes, photo left

Tuned drums, photo below

Laser Harp, photo above

Xylophone and kettle drums, photo right

Jollyman Park Sample Play Equipment

Sliding & Climbing Zone

Roller Slide, both photos above. Climbing Loops, above left

Dual Parallel Slide, both photos right

Climbing hill, photo far left

Climbing Cargo Net, immediate left photo

Tot Zone

'We saw' Seesaw, photo left

Seesaw, photo below

Kinder Bells, photo center left

"Climbing Giraffe" climbing structure, photo above

Double Slide mound, tot size, photo left

Jollyman Park Sample Play Equipment

Playhouse & Quiet Retreats

Cozy Dome, photo far left

Cozy Cocoon, photo left

Spintastic Cocoon.jpg

Two story all-inclusive custom play-house, photo right and above

Photos in this section may be provided by manufacturers, suppliers or sponsors including but not limited to Landscape Structures, Dynamo, Goric, GameTime, Kompan, PlayLSI, Sutcliffe Play, Jen Lewin Studio, Barbara Butler, Moonshot Recreation, Magical Bridge Foundation and others.

ATTACHMENT D

REGIONAL MAP

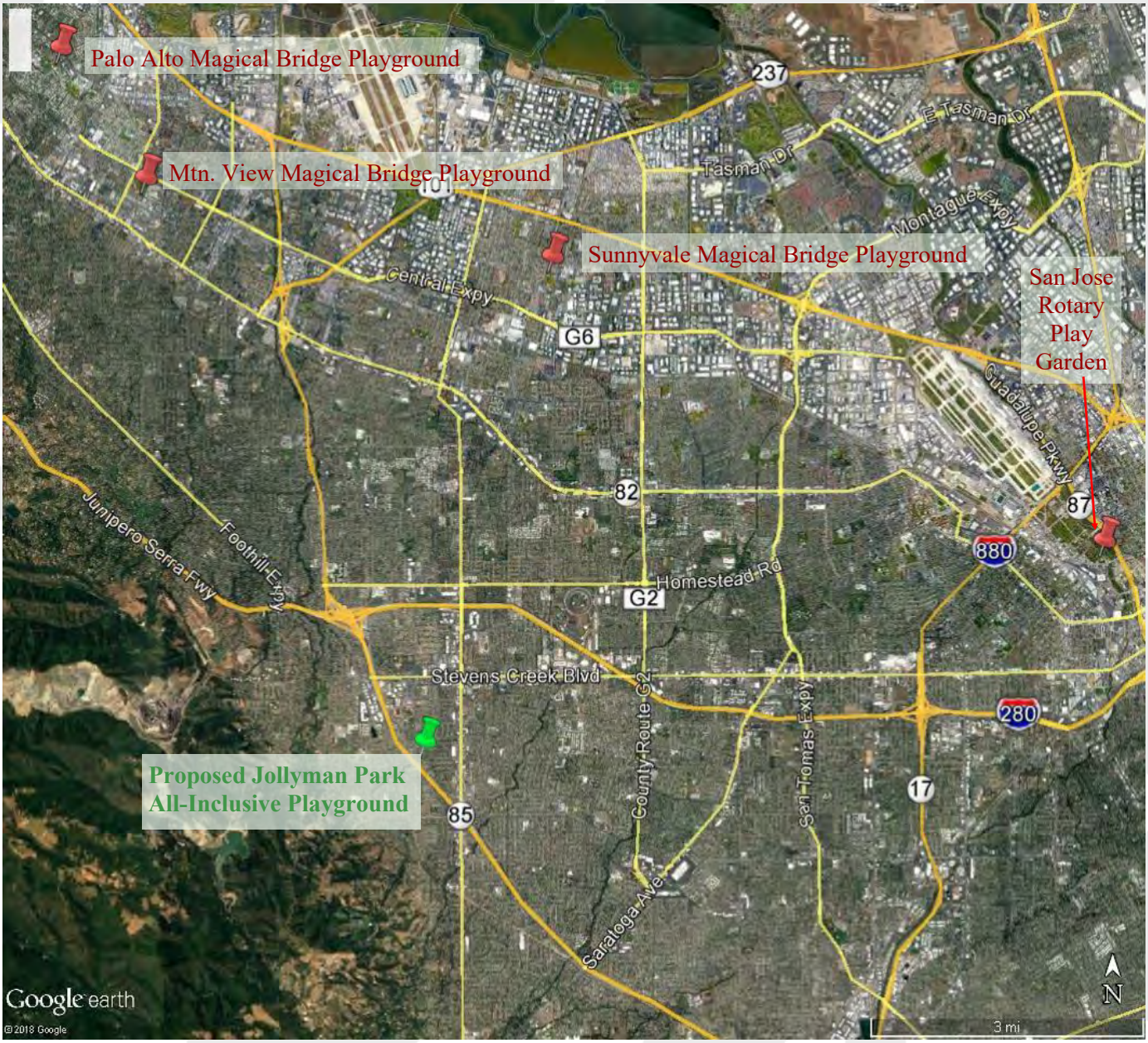
NEARBY ALL-INCLUSIVE PLAYGROUNDS

Jollyman Park
All-Inclusive Playground

City of Cupertino

ATTACHMENT D

Regional Setting of All-Inclusive Play Areas



This map of western Santa Clara County highlights the major existing or planned all-inclusive playgrounds with red pins. These play areas are ~3/4 to 1 acre in size and offer a full range of amenities for all ages and abilities. San Jose's Rotary PlayGarden and Palo Alto's Magical Bridge playground in Mitchell Park are open. Sunnyvale's Magical Bridge playground at Fair Oaks Park and Mountain View's in Rengstorff Park are planned. (An additional one planned at Emma Prusch Park is farther east.)

The area south and west of these sites lacks a major all-inclusive playground. The Jollyman Park All-Inclusive Playground will serve these communities. Residents of Los Altos, Saratoga, Los Gatos, Campbell, west Santa Clara, west San Jose, south Sunnyvale, and unincorporated County lands, as well as Cupertino residents, will benefit from having a top-quality all-inclusive play area nearby.

ATTACHMENT E

MAINTENANCE PLAN

Jollyman Park
All-Inclusive Playground

City of Cupertino

ATTACHMENT E – MAINTENANCE PLAN

Jollyman Park
All-Inclusive Playground

MAINTENANCE PLAN - CUPERTINO		
PARK CLEANUP, HEALTH & SAFETY INSPECTION		
TASK	DESCRIPTION	BASIC SERVICE LEVEL-FREQUENCY
Health and Safety Inspections	Inspect all parts of the facility, identify any health and safety concerns, and immediately remove, repair, and/or address any dangerous or potentially dangerous conditions or safety hazards.	Daily
Refuse Removal	Remove all trash, debris and other articles from trash receptacles, replace trash liners (bags).	Daily
Maintain and Repair Irrigation Systems	Check system, adjust, repair, or replace sprinkler heads as needed.	As needed
Graffiti Abatement	Immediate removal of graffiti by washing, cleaning, and repainting (with matching paint) of affected areas	Within two business days
RESTROOM MAINTENANCE		
TASK	DESCRIPTION	BASIC SERVICE LEVEL-FREQUENCY
Opening and Closing	Open and close daily.	Daily
Restocking and Trash Removal	Restock paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers and hand soap dispensers; empty and replace liners on trash bins and sanitary napkin bins.	Daily
Fixtures Maintenance	Repair/replace fixtures.	As needed
Cleaning	Clean drinking fountains, counters, diaper changing stations, sinks, mirrors and handrails; wipe ceilings and vertical surfaces; clean paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers and hand soap dispensers; scrub and disinfect toilets and urinals including sides and chrome pipes; remove graffiti or chewing gum from all surfaces; sweep floors, including entrance area and damp mop with disinfectant solution.	Daily

LANDSCAPE, IRRIGATION & HARDSCAPE MAINTENANCE		
TASK	DESCRIPTION	BASIC SERVICE LEVEL-FREQUENCY
Irrigate Park	Water turf and landscape according to industry standards to maintain plant materials and save water.	As needed
Maintain Landscape Plantings	Trim and fertilize.	Monthly
Blow Walkways, Pathways & Surfacing	Clean hardscape around facilities.	Weekly As needed in winter season
Backflow Prevention Testing	Perform annual backflow prevention test.	As needed
Clean Drinking Fountains	Perform routine cleaning and check drainage & operation.	Weekly
Power Wash Surfaces	Clean picnic tables, BBQ pits and hard surfaces.	As needed
Mow Natural Turf	Mow natural turf, blow and remove any debris on pathways/walkways.	Weekly during growing season As needed in winter season
Leaf Removal	Rake, blow, collect and dispose of leaves.	Weekly As needed in winter season
Trim and Edge Natural Turf	Trim and power edge natural turf perimeter, blow and remove clippings.	Two times per month
Hedging	Hedging to retain shape, fullness.	Two times per year
Aerate Natural Turf	Aerate turf.	Two times per year
Fertilize Natural Turf	Apply fertilizer (winter formulation & spring formulation) to turf using a spreader.	Two times per year
Overseed Natural Turf	Top dress and seed turf; perform spot area repairs.	One time every two years with spot repair as needed
Renovate Natural Turf	Fence off project area, fill low spots, aerate, dethatch, re-seed or re-sod.	As needed
Abate Weeds in Turf Areas	Abate broadleaf weeds; submit required use reports.	Two times per year
Abate Weeds in Non-Turf Areas	Spray tree basins, skinned areas and natural areas with organic herbicide; submit required use reports.	As needed
Tree Trim/Prune/Removal	Emergency trimming or removal identified within 4 hours.	As needed
Vector Control	Provide rodent control and removal to maintain safe and attractive landscape.	As needed
INFRASTRUCTURE REPAIR		
TASK	DESCRIPTION	BASIC SERVICE LEVEL-FREQUENCY
Park Infrastructure Repairs	Repair improvements.	As needed

ATTACHMENT F

FUNDING & FUNDRAISING INFORMATION

Jollyman Park
All-Inclusive Playground

City of Cupertino

- Narrative
- Magical Bridge Foundation Partnership Services
- Sample Fundraising Materials, Magical Bridge Playground, Morgan Hill - Community Park
- Sample Fundraising Materials, Magical Bridge Playground, Mountain View - Rengstorff Park

ATTACHMENT F

FUNDING & FUNDRAISING INFORMATION

Funding will be provided by the City, the AIGP grant, and donations. The City has committed to providing $1.2 million in City funds. The proposal requests a $1.8 million AIGP grant. The balance will be provided by donations and via fundraising.

On October 2, 2018 the Cupertino City Council discussed this project at a public meeting, In the adopted resolution, the Council committed to undertake a formal fundraising effort to attract the significant donations needed. Fundraising not only will provide the necessary dollars; it will also engage residents and businesses and build a stronger sense of community participation and ownership. Primary options include working with Magical Bridge Foundation or hiring a professional fundraising firm. Staff will return to the City Council with further information to secure approval of the fundraising method. There was not enough time prior to develop well-prepared, detailed options sufficient for an informed City Council informed prior to the grant application deadline.

Staff has been in regular contact with Magical Bridge representatives since early 2016. We remain in active contact. Founder Olenka Villareal confirmed this month that she and the Magical Bridge Foundation are available and interested in working with the City on the design, fundraising and delivery of a Magical Bridge playground in Cupertino, should the City Council so approve. See the following pages for samples of Magical Bridge Foundation fundraising efforts for other similar projects.

Alternatively, the City could work with an independent fundraising firm. Staff will evaluate qualified professional firms with successful experience to identify strong choices for professional fundraising. Staff will secure the City Council's concurrence on a fundraising strategy and report the results to County staff. In either option, we anticipate an active donation campaign with ongoing active publicity using a variety of conventional means and social media. Appeals will be made to community groups, schools and businesses, and will include activities that build community involvement. We also anticipate a donor wall at the site, or other more unique custom feature, to spotlight donations at various levels and publicly honor donors' contributions.

The City will seek additional grants, partnerships and sponsorships. Cupertino has strong experience in securing grants and successfully administering them. High quality projects such as the McClellan Ranch Environmental Education Center, Don Burnett (Mary Ave.) Bicycle Pedestrian Bridge over Highway 280, Stevens Creek Corridor Park & Restoration, and others have been delivered in collaboration with multiple grant programs and with

excellent results. The City will actively pursue other funding sources for the playground, including but not limited to grant programs.

We are confident that the fundraising target will be met. Our community's residents and businesses have a strong track record for generosity. For example, when we opened the new Cupertino Library, our community donated $1.2 million to the Cupertino Library Foundation toward the costs of its furnishings ($1.6 million adjusted for inflation), and subsequently donated another $1.8 million. Last year, Cupertino's Rotary Club raised over $250,000 in cash and distributed it to local charitable causes. West Valley Community Services, which also based in Cupertino, last year attracted $1.3 million of in-kind contributions and over $500,000 in cash donations. This year, Cupertino-based Apple Inc. donated $250,000 toward an all-inclusive playground in Sunnyvale. Our community is known for generous donations.

MAGICAL BRIDGE™
FOUNDATION
It all starts on the playground!

"PLAYFUL" PARTNERSHIP WITH MAGICAL BRIDGE FOUNDATION

Collaborate. Cultivate. Celebrate Everyone.

Together, we bring to life an innovative and truly inclusive playground for all ages and all abilities -- *in YOUR community.*

DESIGN AND DEVELOPMENT OF A MAGICAL BRIDGE CERTIFIED PLAYGROUND

Leveraging over 10 years of research, development and experience.

- **Design:** perform and prepare all necessary designs and technical specifications; project management through completion and certification of final design.
- **Playground Visuals:** design and produce playground visuals, including signage and development of cohesive elements throughout the playground.
- **Construction:** support construction manager by participating in construction meetings, inspections, and responding to requests
- **Equipment:** identify inclusive equipment, pricing and procurement and advise on all aspects of creating the most inclusive & innovative space possible.

COMMUNITY ENGAGEMENT, MARKETING, AND PUBLIC RELATIONS

Exciting everyone about the "magic" of a new kind of community playground.

- **Community Engagement:** host meetings with local groups, schools, businesses and foundations to promote support of playground project.
- **Marketing Collateral:** create licensed marketing and communication materials to promote community awareness.
- **Training:** train and develop local leaders to maintain and grow community support and messaging.
- **Digital and Social Media:** create a dedicated landing page on magicalbridge.org for the project, and leverage Facebook, Twitter, Instagram, Youtube, Pinterest, etc. to share community announcements and playground updates.
- **Media Relations:** ignite local and national media (reporters, journalists, bloggers, influencers) about the playground project and City's commitment to inclusive play.

FUNDRAISING SERVICES

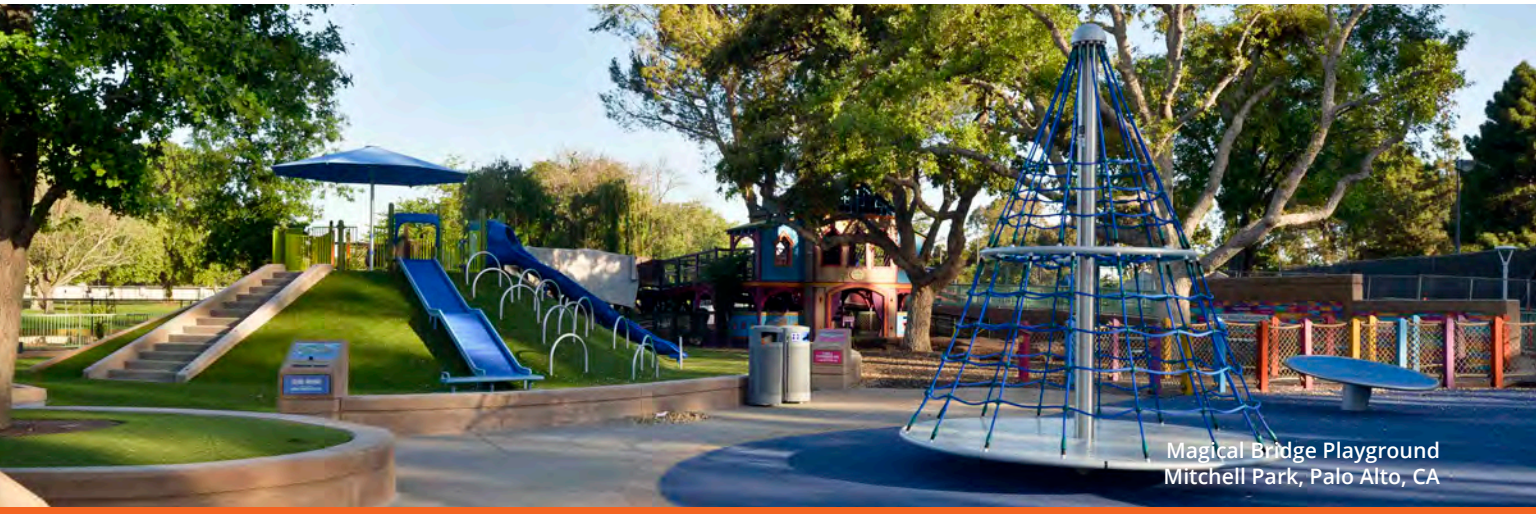
Expertise and industry leadership to ensure project is fully funded.

- **Fundraising:** engage community donors, corporations, and foundations to secure necessary commitments to bridge gap between city finances and project costs.
- **Online and Offline:** build, promote and manage online pages and offline events.
- **Grant Writing:** prepare grant applications for funding of playground project.

MAGICAL BRIDGE FOUNDATION • 654 GILMAN STREET, PALO ALTO CA 94301 • WWW.MAGICALBRIDGE.ORG
JILL ASHER • JILL@MAGICALBRIDGE.ORG • 650 520 8512 | OLENKA VILLARREAL • OLENKA@MAGICALBRIDGE.ORG • 650 380 1557

MAGICAL BRIDGE®
MORGAN HILL, CA

"MAGIC" is Coming to Morgan Hill!



Magical Bridge Playground
Mitchell Park, Palo Alto, CA

All Abilities. All Ages. All Welcome.

Introducing Magical Bridge Playground in Morgan Hill, California

Leveraging the innovative spirit of Silicon Valley, Magical Bridge Playgrounds are mindfully designed to address the unique needs of the entire community. With an underlying message of kindness, compassion and empathy, Magical Bridge removes the barriers of today's typical playgrounds and gives everyone a place to play together as never before. Join us on the journey to bring truly inclusive play to everyone in Morgan Hill!

CITY OF MORGAN HILL

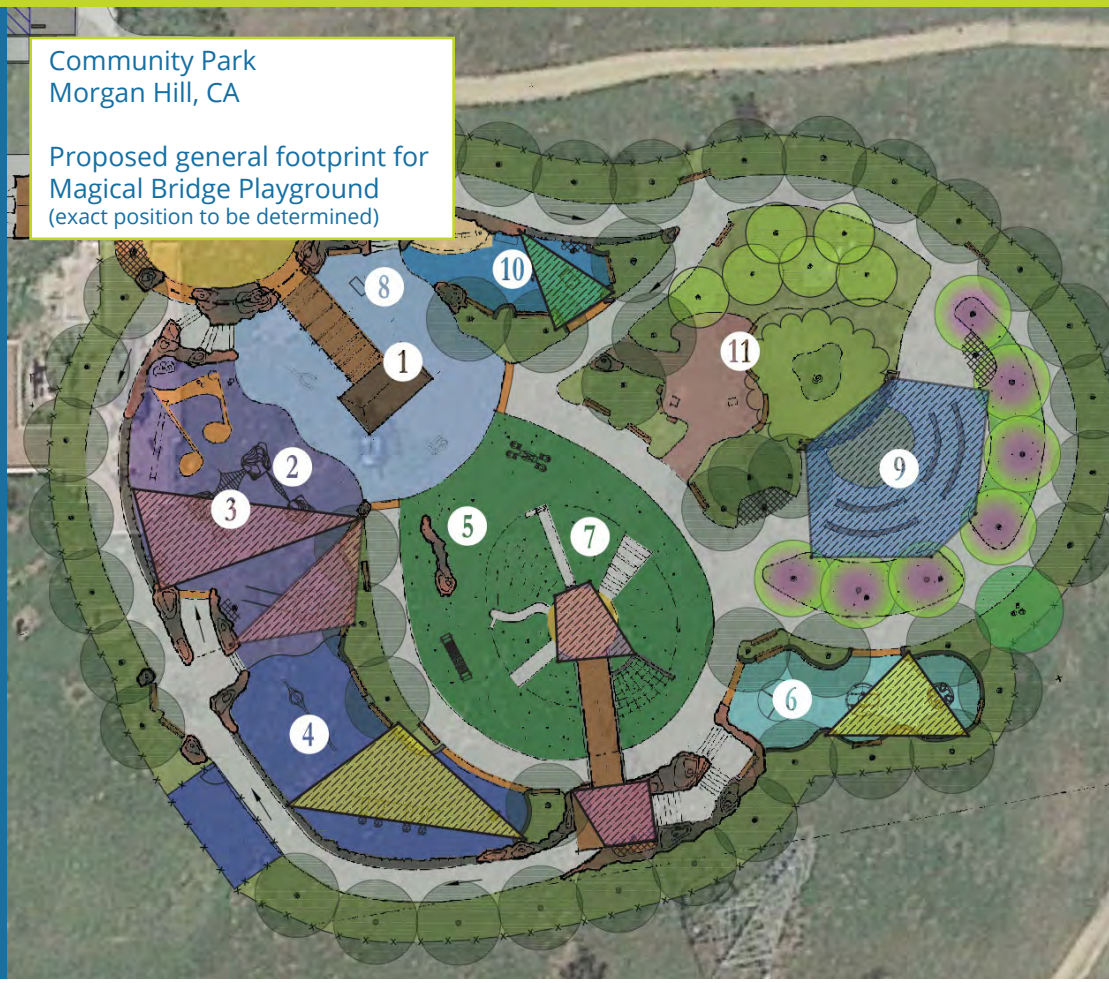
MAGICAL BRIDGE®
FOUNDATION
It all starts on the playground!

A New Kind of Community Playground

Regardless of Ability, Disability, Size or Age, Everyone Plays Together at Magical Bridge Playground.

The real "magic" of a Magical Bridge Playground is that it is a fun and welcoming place for visitors of all ages, all sizes and all abilities. In short, everyone! Magical Bridge Playground in Morgan Hill will feature elements inspired by the area's unique landscape and incorporate values of its community. The play zones planned for Morgan Hill's playground development include:

1 Playhouse & Stage
2 Innovation Zone
3 Climbing Zone
4 Swing & Sway Zone
5 Climbing Wall
6 Spin Zone
7 Slide Mound
8 Water Spray
9 Amphitheater & Stage
10 Tot Zone
11 Kindness Corner



Where Everyone Plays

The first of its kind, Magical Bridge Playground is a public play space that delights everyone — all ages, all sizes, and all abilities.

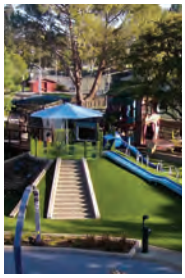
Magical Bridge Playground addresses the unique play needs of everyone in the community. While an estimated 20% of our nation's individuals are living with a disability, only 10% of them use a mobility device. That means that the other 90% are living with autism, sensory challenges, cognitive and developmental issues, and complications that arise from aging. They play differently and, until now, the needs of this large subset of our community have not been considered.

The success of Magical Bride Playground clearly illustrates how today's typical park designs overlook so many — and how important it is for the health and wellbeing of every community for *everybody* to have a place to play together.

Leave a lasting legacy. With early sponsorship of a play zone, you will have the unique opportunity to offer input on design and equipment selection. Your name will be prominently displayed in the playground showing your commitment to the community for generations to come. Play zone sponsorship is available on a first-come, first-served basis.

INNOVATION ZONE $250,000

The Innovation Zone provides unique and interactive play experiences, such as the artist-designed 24-string laser harp. Utilizing technology, art, sound and design, this popular zone stimulates the full array of human senses in an entirely new way.



SLIDE MOUND $450,000

Sliding helps coordination, balance and movement, and the Slide Mound is uniquely accessible for all (even wheelchair users). The Slide Mound features a group slide, curvy slide, stimulating roller slide, climbing loops, a climbing net, and more.

TOT ZONE $250,000

Outdoor play is a critical way for young children to create friendships, explore, take risks, develop fine and gross motor development, and absorb knowledge, including the valuable lessons of inclusion and kindness. The Tot Zone is designed for ages 1-4.

SWING & SWAY ZONE $250,000

Swinging creates vestibular stimulation critical to maintaining body posture, balance and equilibrium. The bucket swings, group disc swings, and sway boat accommodate all ages and abilities giving everyone the opportunity benefit from this important motion.

SPIN ZONE $250,000

Rotary vestibular input, caused from spinning, is the most powerful form of sensory input that the brain can process. A popular group activity, the climbing net spinner and ground-level carousel are accessible for all ages and abilities so everyone can spin together!

KINDNESS CORNER $150,000

The heart of Magical Bridge, this gathering place promotes reflection, compassion and education. It helps spark conversations about making friends with those who are "different," modeling positive behavior, and encouraging kids to be up-standers to address the issues of bullying.

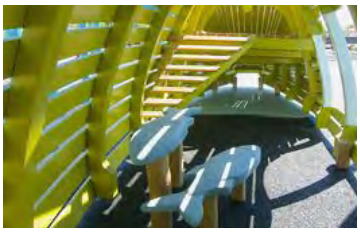
PLAYHOUSE + PLAYSTAGE $450,000

Through pretend-play, children experience the full range of their senses and feelings. Since 1987, Barbara Butler Artist-Builder, Inc. has created over 600 unique play structures — and their first wheelchair-accessible, two-story playhouse was designed and built especially for Magical Bridge. This beautiful structure will surely be cherished for years to come.

ADDITIONAL FEATURES FOR SPONSORSHIP

Entry Court Art Piece **$50,000**
Interactive or Water Spray Features **$50,000**
Autistic Retreat Cocoons **$25,000**
Buddy Benches **$10,000**

(artwork shown is concept only; final selection TBD)



The Magic Starts With **YOU**

There are many ways to get involved in bringing Magical Bridge Playground to Morgan Hill — from your generous donation to hosting an event to increase community engagement. No amount is too small and *everyone* is welcome to join the effort!

The City of Morgan Hill has shown their commitment to the project with a significant contribution. Now, as a community, we need to raise additional funds to make Magical Bridge Playground in Morgan Hill a reality. Your donation will give countless families a place to play together — some, for the very first time.

With major sponsorship as outlined below, your name will be prominently displayed in the playground and on the donor wall. *Please contact Magical Bridge Foundation for zone selection assistance or to discuss corporate matching, foundation grants, and other sponsorship opportunities.*

ZONE SPONSORSHIP

PLAYHOUSE + PLAYSTAGE	$450,000
SLIDE MOUND	$450,000
INNOVATION ZONE	$250,000
SWING & SWAY ZONE	$250,000
SPIN ZONE	$250,000
TOT ZONE	$250,000
KINDNESS CORNER	$150,000

ART & MAGICAL TOUCHES

SIGNATURE ART PIECES	$50,000
AUTISTIC RETREAT HUT	$25,000
BUDDY BENCH	$10,000

In addition, donor wall tiles are available for purchase at www.magicalbridge.org/morganhill. Please donate online or make your check payable to "Magical Bridge Foundation" and mail to: Magical Bridge Foundation, 654 Gilman Street, Palo Alto, CA 94301. We will contact you for your donor wall inscription, estimated character counts below:

EXTRA LARGE TILE (120 characters)	$5,001 - $10,000+
LARGE TILE (90 characters)	$1,001 - $5,000
MEDIUM TILE (30 characters)	$501 - $1000

Magical Bridge Foundation is a registered 501(c)3 non-profit organization and donations are tax-deductible to the extent recommended by your tax advisor. Tax ID: #81-2377796

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MAGICAL BRIDGE FOUNDATION
It all starts on the playground!

Contact Us

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www.magicalbridge.org

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Olenka Villarreal, Co-Founder
& Founder, Magical Bridge Playground
Email: olenka@magicalbridge.org
Phone: 650 380 1557

MAGICAL BRIDGE®
MOUNTAIN VIEW, CA

All Abilities. All Ages. All Welcome.

Introducing Magical Bridge Playground in Mountain View, California

Magical Bridge Playground
Mitchell Park, Palo Alto, CA

Beyond Innovative Playgrounds, Magical Bridge Builds More Inclusive Communities

Leveraging the innovative spirit of Silicon Valley, Magical Bridge Playgrounds are mindfully designed to address the unique needs of the entire community. With an underlying message of kindness, Magical Bridge removes the physical and social barriers of today's typical playgrounds and gives everyone a place to play.

CITY OF MOUNTAIN VIEW

A New Kind of Community Playground

Regardless of ability, disability, size or age, *everyone* plays together at Magical Bridge Playground

Magical Bridge Playground is coming to Rengstorff Park

Magical Bridge Playground will introduce its ground-breaking design, while incorporating the area's natural elements, celebrating its rich history and engaging Mountain View's vibrant community.

The Entire Community Deserves to Play

1 in every 5 individuals today live with a visible or invisible disability. Only 10% of this population uses a mobility device, which means the other 90% have autism, visual impairments, sensory challenges, cognitive and developmental issues, physical limitations and complications that arise from aging. These park guests play differently and, until now, the needs of this growing group have not been considered.

Magical Bridge Playground promotes the health and well-being of everyone by creating a place for outdoor fun and community connections.

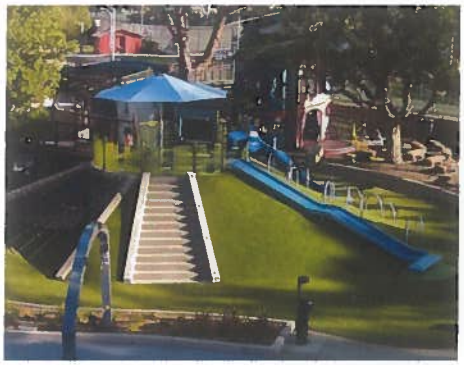
Leave a Lasting Legacy

Sponsor a play zone and enjoy having your name prominently displayed in the playground. Your generous support will be appreciated now and by the community for generations to come.

INNOVATION ZONE $150,000
An area that showcases Silicon Valley's innovative thinking. Collaborate with us and allow your imagination to soar!

TOT ZONE $150,000
Mindfully designed for children ages 1-4 to create friendships, explore, take risks, and develop fine and gross motor skills.

SPIN ZONE $150,000
Children and adults all spin freely and benefit greatly from the rotary input this spinning space provides.



SLIDE MOUND $150,000
Everyone has fun riding down the slides or sliding and rolling down the grassy mound. A (patented) "dignity landing" at the end of each slide gives those using a wheelchair a chance to rest after their ride.

SWING AND SWAY ZONE $150,000
In addition to benefiting children and adults with autism, swinging helps improve balance, concentration and more. Swing seats in this zone offer the body support needed to ensure everyone swings with ease!

KINDNESS CORNER $150,000
This most magical corner promotes reflection, compassion and kindness and is the perfect place to spark meaningful conversations.

PLAYHOUSE AND STAGE $350,000
Designed by Barbara Butler Artist-Builder, Inc., this all wood, wheel-chair-accessible, two-story playhouse and stage inspires imaginative play and creative performance.

ADDITIONAL FEATURES FOR SPONSORSHIP

Entry Court Art Piece **$50,000**
Interactive or Signature Art Pieces **$50,000**
Hideaway Huts (designed by Barbara Butler Artist-Builder) **$25,000**
Buddy Benches (designed by Barbara Butler Artist-Builder) **$10,000**

The Magic Starts With You

Mountain View's Rengstorff Park will soon become the location for the Bay Area's fifth Magical Bridge Playground. Joining a powerful commitment by other local governments, Mountain View follows Palo Alto, Redwood City, Sunnyvale, and Morgan Hill to create this innovative public play space that incorporates the needs of all ages and all abilities.

Please help us raise the additional funds needed to make Magical Bridge a reality. No amount is too small and everyone is welcome to join the effort!

PROPOSED PROJECT TIMELINE

Fundraising: January - June 2018
Groundbreaking: Early 2019
Grand Opening: Spring 2020

FUNDRAISING

Project Budget (funds needed): $4.7M

SPONSORSHIP

We invite you to contact Magical Bridge Foundation for zone sponsorship selection (outlined on previous page), or to discuss corporate matching, foundation grants or other donation opportunities.

DONATE ONLINE

www.magicalbridge.org/mtnview

DONOR WALL

Add your name to the donor wall with a donation of $300 or more. Donate online at or mail a check (payable to Magical Bridge Foundation) to 650 Gilman Street, Palo Alto, CA 94301. We will contact you for your donor wall inscription, estimated character counts below:

Extra Large Tile (120 characters)	$5,001 - $10,000+
Large Tile (90 characters)	$1,001 - $5,000
Medium Tile (30 characters)	$501 - $1000
Small Tile (15 characters)	$300 - $500

Magical Bridge Foundation is a registered 501(c)3 non-profit organization and donations are tax-deductible to the extent recommended by your tax advisor. Tax ID: #81-2377796.

MAGICAL BRIDGE
FOUNDATION

Contact Us

MAGICAL BRIDGE FOUNDATION
650 Gilman Street, Palo Alto CA 94301
www.magicalbridge.org

Jill Asher, Co-Founder
Email: jill@magicalbridge.org
Phone: 650 520 8512

Olenka Villarreal, Co-Founder
& Founder, Magical Bridge Playground
Email: olenka@magicalbridge.org
Phone: 650 380 1557

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ATTACHMENT G

Letter to County from Cupertino's Mayor

November 2017

Support for
All-Inclusive Playground Grant Program
& creating

An All-Inclusive Playground in Cupertino

CUPERTINO

MAYOR SAVITA VAIDHYANATHAN
CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3193 • FAX: (408) 777-3366
svaidhyanathan@cupertino.org

November 15, 2017

Supervisors Simitian, Chavez, Cortese, Yeager, and Wasserman
Board of Supervisors, County of Santa Clara
70 West Hedding Street, 10th Floor
San Jose, CA 95110

Subject: City of Cupertino Support for All-Inclusive Playgrounds in Santa Clara County

Dear County Supervisors,

The City of Cupertino applauds you for your establishment of the All-Inclusive Playground Grant Program (AIPG) this year. Cupertino is very interested in pursuing an all-inclusive playground in our community. We are also very interested in the opportunity to seek AIPG funding and your support.

We are working actively toward creating a very strong project proposal. However, we did not submit a grant application by this year's deadline of October 18. We are developing an excellent proposal and will be ready to submit for a funding cycle next year. We wish you to be advised of our high interest in grant funding and our active efforts.

You may recall that four Cupertino officials attended your Board of Supervisors meeting on Feb. 28. Each spoke to you in strong support of this program: Vice Mayor Darcy Paul, City Manager David Brandt, Director of Recreation & Community Services Jeff Milkes, and Commission Vice Chair Geoff Paulsen. This amount of representation from a local city was unique.

Cupertino is now in the process of preparing a citywide Parks and Recreation Master Plan. Extensive community input is part of the process. One of the clear messages from our residents is their desire to have inclusive play in our community. The Master Plan is addressing this desire and need. We will be ready to submit a project proposal next year when the Master Plan is finalized.

Meanwhile, we have concurrently funded and initiated an Inclusive Playground Feasibility Study. The study is focusing on the elements and siting needed for a successful all-inclusive playground project in our city. Its results will be folded into the Master Plan and will enable Cupertino to submit a strong project proposal to the AIP Grant program next year.

Our Parks and Recreation Commissioners held a special meeting to tour both Rotary PlayGarden in San Jose and the Magical Bridge playground in Palo Alto in September 2016. As the then Vice Mayor, I went along on this tour and was very impressed with both the playgrounds and their appeal to children and parents alike. We all strongly support an all-inclusive play area in our city. I had a detailed conversation with County Supervisor Joe Simitian and conveyed that we would be very happy to see an all-inclusive playground built in Cupertino. Our city's entire recreation staff toured Magical Bridge in October 2017. Director Milkes and our Park Improvement Manager had previously toured both play areas. Our recreation staff has been in communication with Magical Bridge Foundation since 2016 and have toured potential local sites together.

We are proud that the Organization of Special Needs Families was founded and is headquartered in Cupertino. We are also well aware that in our local elementary and middle school district, Cupertino Union School District, there are 1,432 students receiving special education this year. Each has a personal 'Individual Education Program' consistent with the federal Individuals with Disabilities Education Act. In our local Fremont Union High School District, we have 979 students receiving special education. Clearly there is great need here in Cupertino for all-inclusive facilities.

In summary, the City of Cupertino is highly interested in creating an exceptional All-Inclusive Playground. We hope that the Board of Supervisors and County staff will remain cognizant of our community's desire to participate in the AIPG program and create our community's first all-inclusive play area. Assuming that AIPG funding remains after grant awards occur this year, we look forward to applying to the program into 2018. We thank you for your consideration.

Yours truly,

Savita Vaidhyanathan

Savita Vaidhyanathan
Mayor, City of Cupertino

cc: City Manager, City Clerk, Director of Recreation & Community Services, file
Robb Courtney, Director, County of Santa Clara, Dept. of Parks and Recreation

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.

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.

Pooled Liability Assurance Network JPA

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 47557126

Certificate Holder: County of Santa Clara

298 Garden Hill Drive
Los Gatos, CA 95032

Covered Party: City of Cupertino

Description of Covered Activity: As respects the Agreement between the City of Cupertino and the County of Santa Clara regarding the All-Inclusive Playground Grant Program; 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, are additional covered parties with regard to any negligent acts or omissions of the City of Cupertino, its officers, officials, employees, and volunteers.

Memorandum of Coverage Number: GAL 2018-19 **Effective Date:** 03/14/2019 **Expiration Date:** 7/1/2019

Limits: $1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This coverage shall be primary and non-contributory.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the PLAN, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 3/15/2019

Renewal: Yes **Excess Certificate Issued:** No

Authorized Representative Signature: Jon Paulsen