

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

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

## Scope of Project

1. The final Build Day on which the playground is constructed and fully completed must be on or before **June 4, 2013**.
2. The playground must be built using the KaBOOM! community-build model, defined in summary here as the method of using community volunteers to plan for, design, fundraise for, and build a community playground.
3. \$20,000 will be applied toward the purchase of playground equipment from any one of the following Preferred Vendors: BCI Burke, Landscape Structures, Inc, Miracle Recreation Equipment Company, or Playworld Systems. **Grantee must work directly with a local representative of the selected Preferred Vendor.**
4. The total playground equipment expenditure for this project from the single manufacturer toward whom this grant is applied must be no less than \$30,000 and not more than \$60,000, inclusive of grant monies.

## Disbursement and Verification of Grant Funds

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 During any time of the grant program the grant can be withdrawn due to incomplete benchmarks during the planning process.

## Ongoing Participation of the Grantee During the Grant Period

8. Grantee agrees to meet the timelines established for the submission and/or completion of the following key project benchmarks. In the case of submissions of reports or documents, they should be sent to the attention of the KaBOOM! Grants Manager. Failure to submit any such report by the appointed deadline may result in forfeiture of the grant.
  - a) Grantee must sign this LOA and return the signed, original hard copy to KaBOOM! by **June 18, 2012**.
  - b) At least 4 weeks prior to the Build Date, grantee must place equipment order directly with the local representative of the equipment manufacturer and submit proof of playground equipment order in the form of an itemized equipment invoice from the representative.
  - c) At least 4 weeks prior to the Build Date:
    - i. Grantee must submit their **Build Day Plan of Action** report, outlining the roles and responsibilities of all community volunteers, along with time breakdowns illustrating how volunteers will be engaged in the build day process from the kick-off to the ribbon-cutting.
    - ii. Grantee must submit a **programming plan** detailing how different segments of the community will use the playground at different times.
    - iii. Grantee must submit an ongoing **maintenance plan** detailing how the playground will be maintained, who will conduct the maintenance, and how the maintenance plan will be budgeted.
  - d) No later than 2 weeks after the Build Date:
    - i. Grantee must submit Grantee Completion Report. A portion of the report consists of a post-build survey, which will be provided by KaBOOM!. In addition, the grantee must include a project summary, photographs, and media stories that document the project's progress and execution. **Payment will not be sent to the equipment vendor until all Post Build documents are received.**

The grantee must:

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

## Partner Recognition

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

## Certification Requirements

16. Grantee agrees to purchase only surfacing that meets ADA Guidelines (Americans with Disabilities Act), is IPEMA (International Play Equipment Manufacturers Association) certified and meets and/or exceeds the standards set forth by ASTM (American Society for Testing Materials) and CPSC (Consumer Product Safety Commission).
17. Grantee warrants that the organization/municipality currently has, and will maintain for the life of the playground, Commercial and General Liability insurance providing coverage against liability for bodily injury, death and property damage which may rise out of or be based upon the use of the playground; and Worker's Compensation insurance policies, in amounts not less than one million dollars (\$1,000,000.00). **Grantee must also include KaBOOM! and Dr Pepper Snapple as additional insured and should submit documentation no less than 4 weeks prior to Build Day.**
18. Grantee will look solely to Vendor for performance of, and for payment and/or satisfaction of any obligation or claim arising out of, or in connection with, this Agreement and hereby covenants that it will not assert any claims against KaBOOM!, Inc. or any of its affiliates, nor look to KaBOOM! or any such

