

**ALL-INCLUSIVE PLAYGROUND GRANT AGREEMENT
BY AND BETWEEN
THE GILROY UNIFIED SCHOOL DISTRICT 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 Gilroy Unified School District, a public school district (hereinafter referred to as “Grantee”). The County and the Grantee are each a “Party” and collectively the “Parties” to this Agreement.

RECITALS

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

WHEREAS, the all-inclusive playground (the “Project”) is located at 930 3rd Street (the “Premises”), in the city of Gilroy, County of Santa Clara; and,

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

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

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

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

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

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

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

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

SECTION 1. PUBLIC PURPOSES

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

SECTION 2. GRANTEE RESPONSIBILITIES

County funding is subject to the following conditions:

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

a. Comply with all laws and Guide requirements, including but not limited to all environmental, health, and safety laws and all provisions of the public contracts code, where applicable.

b. Comply with best industry practices and manufacturer design and construction specifications for the Project.

c. Prepare plans and specifications for the Project and construction of the Project using qualified persons with the requisite skills and expertise to complete the Project.

d. Prepare all environmental documents required for completion of the Project pursuant to the California Environmental Quality Act, National Environmental Policy Act, and any rules and/or regulations promulgated thereunder, where applicable. No funds will be dispersed until these environmental requirements have been fully met.

e. Secure all approvals, permits, and certifications by government agencies required for completion of the Project, where applicable.

f. Secure performance and payment bonds in 100% of the amount of the construction contract to assure satisfactory completion of the Project, and the payment of laborers and suppliers of material.

g. Each year, during construction of the Project, Grantee shall cause a report to be made to the Board of Supervisors showing progress made towards completion of the Project.

(2) Capital Contributions by Parties to Agreement

a. Grantee shall ensure that any funds in excess of the Grant Funds needed to complete the Project are secured by Grantee and not by County.

b. No Grant Funds may be used for office space, salary, or administrative expenses incidental to the Project.

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

SECTION 3. OPERATION AND MAINTENANCE

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

SECTION 4. COMPENSATION

(1) County will provide the Grantee Four Hundred Forty-Two Thousand Nine Hundred Dollars (\$442,900) (“Grant Funds”) only in accordance with the reimbursement provisions of the Guide. Grantee shall thoroughly review and develop an understanding of the obligations set out in the Guide, including but not limited to the “Reimbursements” and “Final Reimbursement” sections.

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

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

SECTION 5. RECORDS RETENTION AND AUDIT

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

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

Audits may be conducted at the discretion of the Director of the Santa Clara County Parks and Recreation Department (“Department”). The audits may take two forms: a walk-

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

SECTION 6. INDEMNIFICATION.

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

SECTION 7. TERM OF AGREEMENT

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

SECTION 8. NOTICES

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

<u>County OF SANTA CLARA</u>	<u>Gilroy Unified School District</u>
Director Parks and Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 Phone: (408) 355-2220	Alvaro Meza, Assistant Superintendent 7810 Arroyo Circle Gilroy, CA 95020 669-205-4080

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 County's No- Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(24) **Wage Theft Prevention.**

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B -- Grant Application

Exhibit C – Insurance Requirements and Proof of Insurance

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

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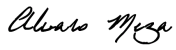
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as provided below, effective as of the last date signed by all the Parties (“Effective Date”).

Grantee:

DocuSigned by:

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Alvaro Meza, Assistant Superintendent
Gilroy Unified School District

Dated: 6/1/2020 _____

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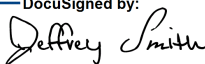
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as provided below, effective as of the last date signed by all the Parties (“Effective Date”).

County OF SANTA CLARA:

DocuSigned by:

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Jeffrey V. Smith, M.D., J.D.
County Executive

Date: 6/1/2020

Approved as to form and legality:

DocuSigned by:

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Tony LoPresti
Deputy County Counsel

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM

PROGRAM TWO-ROUND 2

For Districts 1, 2 & 3

Procedural Guide

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

County of Santa Clara



Administered by the
Parks and Recreation Department

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

TABLE OF CONTENTS

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

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM

Purpose and Funding

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

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

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

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

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

Applicant Eligibility

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

Mandatory Registration

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

Mandatory Technical Workshops

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

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

Project Eligibility Criteria

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

Available Grant Funds

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

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

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

Grantee Match

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

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

What can I use to match an AIPG grant?

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

In-Kind Contributions

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

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

Project Savings

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

Property Owner Approval

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

Authorized Representative

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

Grant Scope/Cost Estimate

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

"Construct a new

....."

"Purchase and install

....."

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

Reservations

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

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

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

Execution of Grant Agreement

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

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

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

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

CEQA

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

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

Multi-Lingual Signage

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

Insurance

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

Prevailing Wages

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

Timeline for Project Completion

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

Progress Reports

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

Changes to Grant Agreement Term

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

Operation and Maintenance

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

Funding Assistance Acknowledgement

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

Reimbursements

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

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

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

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

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

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

Final Reimbursement

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

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

Accounting Requirements

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

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

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

Record Retention

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

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

Exhibit A: All-Inclusive Playground Grant Program Procedural Guide

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

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

Application Packet Submittal

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

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

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

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

Competitive Review Process Timeline

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

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

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

These guidelines are found online at:

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

APPENDIX B: ASTM POLICIES

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

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

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

ALL-INCLUSIVE PLAYGROUND GRANT PROGRAM POLICIES

Policy 1

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

Policy 2

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

Policy 3

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

Policy 4

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

Policy 5

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

Policy 6

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

Policy 7

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

Policy 8

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

Policy 9

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

Policy 10

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

Policy 11

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

APPENDIX D: APPLICATION PACKET REQUIREMENTS AND CHECKLIST

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

APPENDIX E: ALL-INCLUSIVE PLAYGROUND APPLICATION FORM

APPLICATION FORM			
Grant Applicant (Entity Applying)			
Project Name		Requested Grant Amount (Appendices G & H)	\$
Applicant Mailing Address		Grantee Match (Appendices G & H)	\$
Project Physical Address		Other Funding Sources (Appendix H)	\$
Project Cross Streets		Total Project Amount (Appendix G)	\$
Applicant Contacts	Printed Name and Title	Phone	Email Address
Director/ President/CEO:			
Day-to-Day Administrator of Grant:			
Authorized Representative: (As shown in Resolution or Certification Letter.)			
<p>GRANT SCOPE: I/we represent and warrant that this Application Package describes the intended use of the requested grant to complete the project items listed in the attached Cost Estimate Form and if such grant is awarded I/we fully intend and shall comply with all terms and conditions of the All-Inclusive Playground Grant Application and Procedural Guide including the Sample Grant Agreement attached as Appendix J and all other Appendices.</p> <p>I declare under penalty of perjury, under the laws of the State of California, that the information contained in this Application Package, including required attachments, is accurate.</p>			
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 50%;"> <p>_____ Signature of Authorized Representative (listed above)</p> </div> <div style="width: 40%;"> <p>_____ Date</p> </div> </div>			

APPENDIX F: PROJECT PROPOSAL

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

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

1. Project Description

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

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

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

3. Public Access

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

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

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

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

4. Budget

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

5. Project Readiness

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

6. Long-Term Maintenance and Operation

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

Exhibit A: All-Inclusive Playground Grant Program Procedural Guide
and ensuring its on-going availability for public use?

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

7. Project Administration/Professional Capability/Schedule

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

8. Land Tenure

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

APPENDIX G: GRANT SCOPE/COST ESTIMATE FORM

Applicant:	Project Name:		
WORK TO BE PERFORMED*	GRANTEE MATCH	AIPG GRANT REQUEST	TOTAL (Match + Request)
TOTAL PROJECT AMOUNT	\$	\$	\$
Contingency Funding (Optional)	\$		

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

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

APPENDIX H: FUNDING SOURCES FORM

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

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

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

APPENDIX I: EVALUATION FACTORS

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

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

PROJECT DESIGN (50 points)

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

LOCATION AND ACCESS OF PLAYGROUND (20 points)

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

MAINTENANCE PROGRAM (10 points)

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

PROJECT READINESS/PROFESSIONAL CAPABILITY (20 points)

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

The above evaluation factors total 100 possible points.

APPENDIX J: SAMPLE GRANT AGREEMENT

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

SECTION 1. PUBLIC PURPOSES

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

SECTION 2. GRANTEE RESPONSIBILITIES

COUNTY funding is subject to the following conditions:

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

Exhibit A: All-Inclusive Playground Grant Program Procedural Guide

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

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

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

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

SECTION 3. OPERATION AND MAINTENANCE

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

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

SECTION 4. COMPENSATION

- (1) The COUNTY will provide the GRANTEE _____ (\$____.00) ("Grant Funds") only in accordance with the reimbursement provisions of the All-Inclusive Playground Grant Program Procedural Guide. GRANTEE shall thoroughly review and develop an understanding of the obligations set out in the All-Inclusive Playground Grant Program Procedural Guide, including but not limited to the "Reimbursements" and "Final Reimbursement" sections.
- (2) Any Grant Funds not expended pursuant to the terms and conditions of this Agreement shall be returned to the COUNTY immediately. In addition, if, for whatever reason, the GRANTEE is unable to ensure the completion of the construction of the Project or is unable to ensure that the all-inclusive playground is operated, managed, and maintained for twenty (20) consecutive years from the date of Project completion (which date must be no later than three (3) years from the effective date of this Agreement), then GRANTEE shall immediately refund to the COUNTY all the Grant Funds, even if such funds have already been expended for the Project.

SECTION 5. RECORDS RETENTION AND AUDIT

- (1) GRANTEE will maintain Project financial records for audit purposes for three (3) years after completion of the PROJECT or until all claims are settled, whichever occurs last. All records and data shall be available to COUNTY upon reasonable notice within five (5) working days of a request by COUNTY. GRANTEE shall repay COUNTY with interest at the rate earned on COUNTY's investments for any unauthorized activities disclosed by audit or inspection, including the cost of the audit, within thirty (30) days of demand by COUNTY.
- (2) GRANTEE will maintain Project records related to maintenance and access for audit purposes for twenty (20) years after completion of the Project. All records and data shall be available to COUNTY upon reasonable notice within five (5) working days of a request by COUNTY.
- (3) Audits may be conducted at the discretion of the Santa Clara County Parks and Recreation Department. The audits may take two forms; a walk through inspection of the Project and informal review of the Project records by Parks and Recreation Department staff, and/or a formal audit conducted by either COUNTY staff or a consultant. GRANTEE should be prepared for either or both types of audits. A walk through inspection may occur at the beginning of a Project, prior to approval of the final reimbursement request, or at periodic intervals during construction and the period of time during which the playground must remain open

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

SECTION 6. INDEMNIFICATION.

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

SECTION 7. TERM OF AGREEMENT

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

SECTION 8. NOTICES

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

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

SECTION 9. MISCELLANEOUS

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

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

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

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

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

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

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

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

CALIFORNIA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(24) **Wage Theft Prevention.**

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

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

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

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

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

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

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

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

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

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

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

Exhibit A: All-Inclusive Playground Grant Program Procedural Guide

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

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

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

Exhibit B -- Grant Application

Exhibit C – Insurance Requirements and Proof of Insurance

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

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

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

GRANTEE:

Authorized Signer, Title
GRANTEE

Dated: _____

Approved as to form:

Name:
Title:

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

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Exhibit A: All-Inclusive Playground Grant Program Procedural Guide

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

COUNTY OF SANTA CLARA:

Sylvia Gallegos
Deputy County Executive

Date:_____

Don Rocha
Director, Parks and Recreation Department

Date:_____

Approved as to form and legality:

Tony LoPresti
Deputy County Counsel

EXHIBIT C

INSURANCE REQUIREMENTS FOR
GRANT AGREEMENT

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

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

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

4. Fidelity Bond

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

E. Special Provisions

The following provisions shall apply to this Agreement:

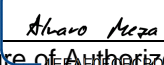
1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Grantee and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed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

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

APPLICATION FORM			
Grant Applicant <i>(Entity Applying)</i>	Gilroy Unified School District		
Project Name	El Roble Elementary School	Requested Grant Amount (Appendices G & H)	\$ 442,900
Applicant Mailing Address	7810 Arroyo Circle Gilroy, Ca 95020	Grantee Match (Appendices G & H)	\$ 0
Project Physical Address	930 3 rd St. Gilroy, Ca 95020	Other Funding Sources (Appendix H)	\$ 0
Project Cross Streets	Wren Avenue and Santa Theresa Drive	Total Project Amount (Appendix G)	\$ 442,900
Applicant Contacts	Printed Name and Title	Phone	Email Address
Director/ President/CEO:	Deborah Flores Superintendent of Schools	669-205-4000	Deborah.flores@gilroyunified.org
Day-to-Day Administrator of Grant:	Paul Nadeau Director of Facilities	669-261-5901	paul.nadeau@gilroyunified.org
Authorized Representative: <i>(As shown in Resolution or Certification Letter)</i>	Alvaro Meza Assistant Superintendent	669-205-4080	alvaro.meza@gilroyunified.org

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

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

DocuSigned by:

 Signature of Authorized Representative (listed above)

11-15-2019
 Date

Exhibit B: Grant Application

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

Applicant: Gilroy Unified School District	Project Name: El Roble Elementary School		
WORK TO BE PERFORMED*	GRANTEE MATCH	AIPG GRANT REQUEST	TOTAL (Match + Request)
Play equipment		\$170,000	\$170,000
Tax and freight for play equipment		\$18,700	\$18,700
Receive and offload equipment		\$1,800	\$1,800
Security fencing		\$1,800	\$1,800
Demo/disposal of concrete curbs, existing play structures and wood chips		\$25,900	\$25,900
Excavate/disposal of existing asphalt to square off play area		\$19,500	\$19,500
Labor/materials for at-grade concrete curbing around play area		\$16,850	\$16,850
Labor/materials for crushed stone compacted sub-base		\$14,970	\$14,970
Certified manufacturer installation of play equipment per ASTM F1487		\$59,500	\$59,500
Materials/labor for poured in place safety surfacing per ASTM F1192		\$113,880	\$113,880
TOTAL PROJECT AMOUNT	\$0	\$442,900	\$442,900
Contingency Funding (Optional)	\$		

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

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

Exhibit B: Grant Application

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

Applicant: Gilroy Unified School District	Project Name: El Roble Elementary School	
FUNDING SOURCE	DATE COMMITTED (If applicable)	AMOUNT
AIPG Funding	TBD	\$442,900
Applicant		\$0
Other Funding Sources (List all other sources below, if applicable)		
N/A		\$
		\$
		\$
		\$
		\$
		\$
TOTAL FUNDING SOURCES Must Equal Estimated Total Project Cost		\$442,900
CONTINGENCY FUNDING (If Applicable)		\$

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

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

GILROY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19/20-14

WHEREAS, the County of Santa Clara has established an All-Inclusive Playground Grant Program (AIPG) 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, 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 HEREBY RESOLVED, the District Board of Trustees approves the proposed project for a new All-Inclusive Playground at El Roble Elementary School.

BE IT FURTHER RESOLVED, the District Board of Trustees hereby designates the Assistant Superintendent of Business Services/C.B.O. or Designee as its authorized representative to sign the grant application and to be responsible for executing all related documents, including a grant agreement.

AYES: Enrique Diaz, Tuyen Fiack, Mark Good, Anisha Munshi, James Pace, Linda Piceno

NOES: None

ABSENT: BC Doyle

ABSTAIN: None



Deborah A. Flores, Ph.D.
Secretary of the Board of
Education of Gilroy Unified School
District of Santa Clara County
State of California

Exhibit B: Grant Application

AIPG (P2-R2) - APPENDIX F: PROJECT PROPOSAL

1. Project Description

a) Describe the proposed project and the specific work items to be funded by the grant.

The project would provide a new, inclusive playground at El Roble Elementary School. El Roble Elementary School is home to 610 students with very diverse backgrounds. We have 27 classrooms and serve students beginning with transitional kindergarten through fifth grade. Three of our classrooms are Special Day classes. Our population includes 61% on free or reduced lunch, 23% English learners, and 11% special education.

The grant would provide for the removal of the existing equipment, site preparation, the purchase of new equipment and new rubber surfacing.

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

Gilroy Unified School District's Maintenance & Operations Department will: Support community outreach efforts to give all community members further opportunity to provide input on the playground design process. Engage in the DSA review and approval process. Oversee the playground project from start to finish. This includes design review, procurement contracting, construction progress and scheduling. Maintain the playground in accordance with the district's inspection and maintenance schedule.

Certified Specialty California Licensed Contractor will: Prepare the site and provide professional installation of the all abilities playground equipment and safety surfacing for the project.

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

a) How does the project address the need for accessible spaces for seniors, children and parents with physical or cognitive disabilities within Santa Clara County?

The new, inclusive playground at El Roble Elementary School will address the needs of the diverse community population by including members from all segments of the community in the playground's design. Staff, families and students representing the special education department, the English language learner department, the school's PTA, other parent and student leaders will be invited to express their needs and vision for this new outdoor space.

This project will address the need for an accessible space by creating a space where people will want to gather. The conceptual design was inspired by the name of the school, El Roble, and aims to create the feeling of playing in a forest. This first step of creating a visually appealing space is meant to draw in people of all ages and abilities. As the design evolves, everyone's voice will be reflected in the final design. For adults, this may look like comfortable and accessible seating integrated into the play space, musical instruments or adaptive and/or challenging fitness equipment. For parents and children with disabilities, this will mean that there are elements that allow each individual to feel they are able to be integrated in the flow of play.

The new unitary surfacing is also meant to make everyone feel welcome as it reduces the barrier to entry and facilitates free movement.

Exhibit B: Grant Application

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

The minimum standards set by the Americans with Disabilities Act is just that—a minimum standard. It makes access to play possible, but not necessarily easy or enjoyable. Our goal is to create a playground where all members of our community can play side by side in an environment that appeals to their multiple senses and abilities. Elements that are designed to accommodate a disability are also designed to be equally engaging to those without a disability, thus creating a space where everyone feels like they belong.

To ensure that this goal is met, Gilroy Unified will actively engage school community members to create the final project design. We will get input from people of different age groups, physical abilities, cognitive abilities and activity levels to make sure our new playground is a place where every person will feel welcome and engaged.

In addition, Gilroy Unified uses tools internally to maintain our commitment to exceeding minimum ADA standards. We consider multiple needs and abilities and aim to provide opportunities for those using our equipment to grow physically and mentally. The checklists referenced in the section below are a tool we use to ensure that we are attending to the needs of all members of the community when we install new playgrounds.

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

In order to ensure an inclusive space, our playground will include:

Swinging, swaying, spinning and/or rocking for the benefits in proprioception and vestibular development as well as its comforting effects.

Spaces that allow children to find a quiet space of their own.

Elements that stimulate sight, sound, and touch

Spaces where people of different abilities can play side by side.

Elements that are open-ended and encourage imaginary play

Elements that are adaptable and allow individuals to choose the level of difficulty.

Opportunities for people of all ages to get involved in play.

Elements in the preliminary design that promote inclusive play:

Wide slides—people can slide together or have more space to slide alone.

Ramps with play panels—ramps allow easy access to all elements of the play structure and the

Exhibit B: Grant Application

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

The teachers and staff at El Roble are focused on improving student achievement for all students. We understand that children learn and grow in different ways and, through professional development, community partnerships and team work, we are continually seeking new ways to help our students thrive.

We know that in order for children to succeed in school, they must first feel comfortable and safe. Building a new, inclusive playground for our school will help us in our efforts to create a place where every child feels important, connected and included.

Here are a few examples of how we're currently helping build success for our students and our community:

- **SEAL (Sobrato Early Academic Language)—Now in our fifth year, we are seeing great growth in our teachers and students as they learn high-level vocabulary during their science and social studies units. Parents are encourage to support their students' growth through regularly-scheduled "gallery walks" in each classroom.**
- **Tech Academy of Innovation School—provides professional development to our 4th and 5th grade teachers in the areas of science, technology, engineering, art and math. After taking part in professional development, our teachers teach STEAM lessons to their class and provide in-services to the rest of our El Roble staff.**
- **Tech Club—our students work collaboratively all year with a culmination event at the Tech Challenge at the Tech Museum. Parents are glad to see the Tech Academy blend with the SEAL program!**
- **Physical fitness programs—these include Royal Kind Dance, lunchtime intramural sports, and weekly "walk and roll" events.**
- **Power School—this after-school program provides support for homework, enrichment and physical education activities from 2:30-6pm each day.**

We hope to provide a base for our students to grow into productive and healthy members of society. Through our combined efforts, we aim to have a positive impact of the lives of each of our students, their families and community as a whole.

3. Public Access

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

El Roble is in session 180 days during the year. The campus will not typically be accessible to the public during non-school hours.

b) Describe how the project includes multi-lingual signage appropriate to the diverse community where the project is located, including providing information regarding

Exhibit B: Grant Application

playground usage, and wayfinding or directional signage, including for play areas that may be located away from the street.

Signage in English and Spanish will be provided to help visitors to the playground feel welcomed and understand how to play safely. Please see examples below.



The sign to the left has two spaces that can be used to display information in two languages. The sign to the right is an example of a way to integrate two languages into one sign.



4. Budget

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

The total project cost is \$442,900. This cost is based on conceptual designs and preliminary installation and construction estimates. While the final design of the playground will change based on the community's input, we are confident that we will be able to create a fully inclusive design within this budget.

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

The majority of the costs for this project come from the purchase of playground equipment and the installation of rubber surfacing. The playground equipment is estimated to account for about \$170,000 while the poured in place rubber surfacing is estimated to cost \$113,880. Certified installation and demolition/disposal are the next highest costs at \$59,500 and \$29,500, respectively. Labor for building the cement curbing is estimated at \$16,850 and labor for the sub-base preparation is estimated at

\$14,970. The remainder of the funds will be used for excavation, taxes, freight, construction fencing and the receiving/off-loading of materials.

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

The project will be completed in one phase and only includes the construction of the new playground space.

Exhibit B: Grant Application

5. Project Readiness

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

There are no current funds allocated for the procurement or construction of the project. The district would be asking for full funding for this project. The district would be providing all oversight, project management and regulatory compliance management for this project.

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

There are no current funding sources for this project aside from the grant itself.

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

The scope of this project will require both CEQA certification and DSA certification. The CEQA process has been initiated for this project with the district's consultant. The process will require final designs approved prior to completing the CEQA process but the consultant is prepared to move forward on this process once a final design is approved.

The DSA process would also be initiated once the final design of the process is approved. The district will manage the DSA process internally alongside the selected contractor and architect.

6. Long-Term Maintenance and Operation

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

This playground area is maintained by the district maintenance department. It is checked daily by site personnel and if any maintenance is needed, it is provided for by the districts routine restricted maintenance fund. Work performed would be determined by the nature of the maintenance needed. If internal personnel are not equipped to handle the work, a qualified contractor would be engaged to complete the work and subsequent playground inspection performed.

All playgrounds within the district are inspected by site personnel and periodic playground safety inspections are performed by the district's insurance company or outside vendor. Repairs and maintenance is performed based on the inspections.

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

The district maintains all of its physical assets through routine restricted maintenance, local site funds.

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

Exhibit B: Grant Application

The school district is and will be responsible for the maintenance and operation of the playground and its availability to the students of the school during school days and hours.

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

The maintenance of a playground is well within the scope of the maintenance department at GUSD. There are a total of 8 elementary schools in the district, each with playground structures. The maintenance department at GUSD is responsible for the safe, clean operation of all of the playgrounds on the district's sites and performs routine maintenance on them when needed. They are well equipped to handle small issues and are capable of contacting the manufacturer when it is beyond their scope.

7. Project Administration/Professional Capability/Schedule

a) Describe the personnel and methods to be utilized to carry out the project.

What individual or team will manage the project from the time the grant is awarded until project completion?

The GUSD Facilities Department will manage the project from the time the grant is awarded until project completion. As a team, they will review design documents submitted to DSA, prepare bid documents, evaluate and recommend contractors to the Board of Trustees for construction approval. The Facilities Department will monitor construction progress with the project inspector until the project is completed and closed out with DSA.

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

The Facilities Department is qualified to manage a project of this scope as it is the core of the department's responsibilities. This department has successfully executed over 80 construction projects since the passing of a bond in 2009. It is currently managing the complete modernization of a middle school and the total replacement of a competition swimming pool for the district as well as planning a second modernization project at a second middle school.

c) Is the proposed project schedule realistic and achievable?

It is realistic and achievable. Prior to starting a project, each subcontractor would commit to the timeline as well as the manufacturer to being able to deliver the product. The site coordination should not present any issues and a scope this small should not have significant weather delays.

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

Design: Final designs to be approved by GUSD Board of Trustees, then DSA.

Qualified bids to be presented to the board for approval.

DSA closeout at project completion.

CEQA documentation (negative declaration).

Exhibit B: Grant Application

8. Land Tenure

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

The grant applicant, GUSD, is the property owner of the proposed project site. Sufficient documentation is attached.

El Roble Elementary School
Site Photos

Exhibit B: Grant Application



El Roble's existing playground



Exhibit B: Grant Application



The school buildings are to the right of the playground in the picture above. There is a public park at left that can be accessed through a gate. The gate is seen the picture below.



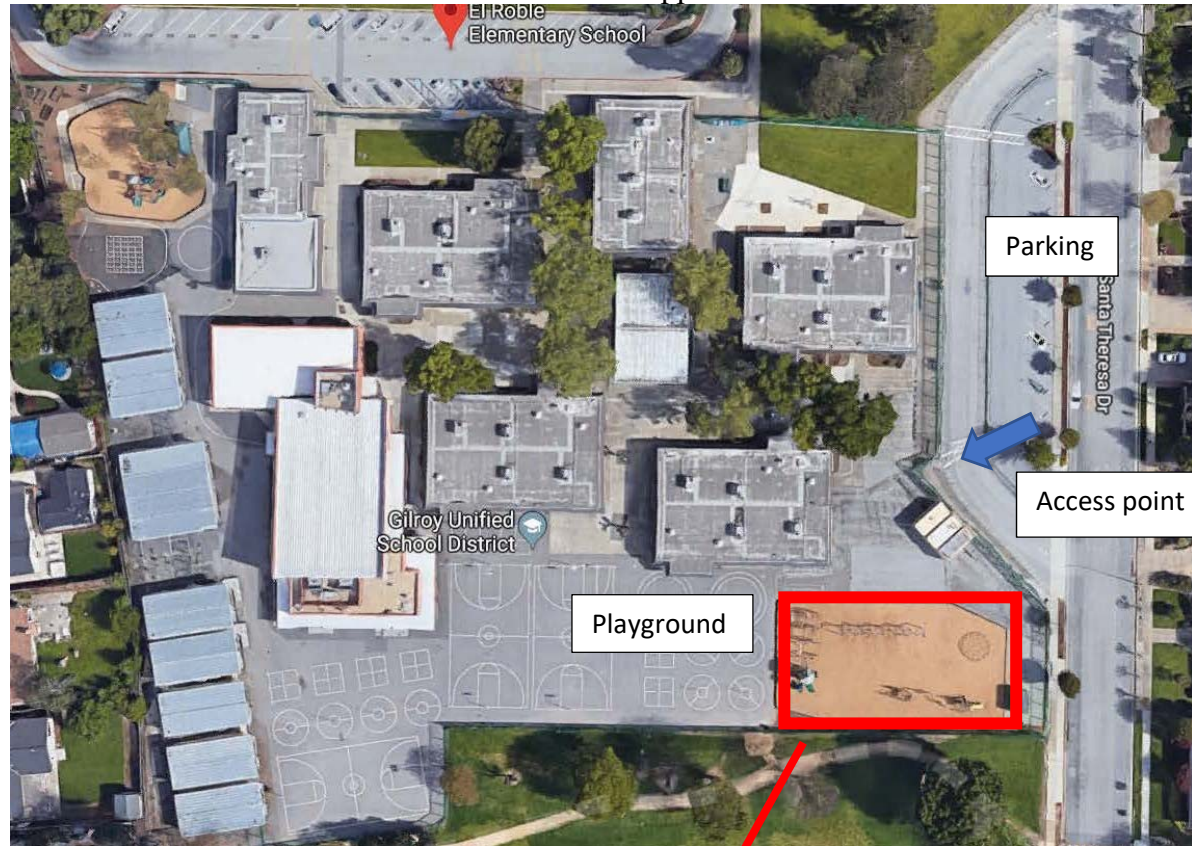
Exhibit B: Grant Application



The playground as seen when
approaching from the main school
buildings

Exhibit B: Grant Application

El Roble Elementary
Inclusive Playground
Project Use Diagram



The new playground will sit in the same footprint as the existing playground.

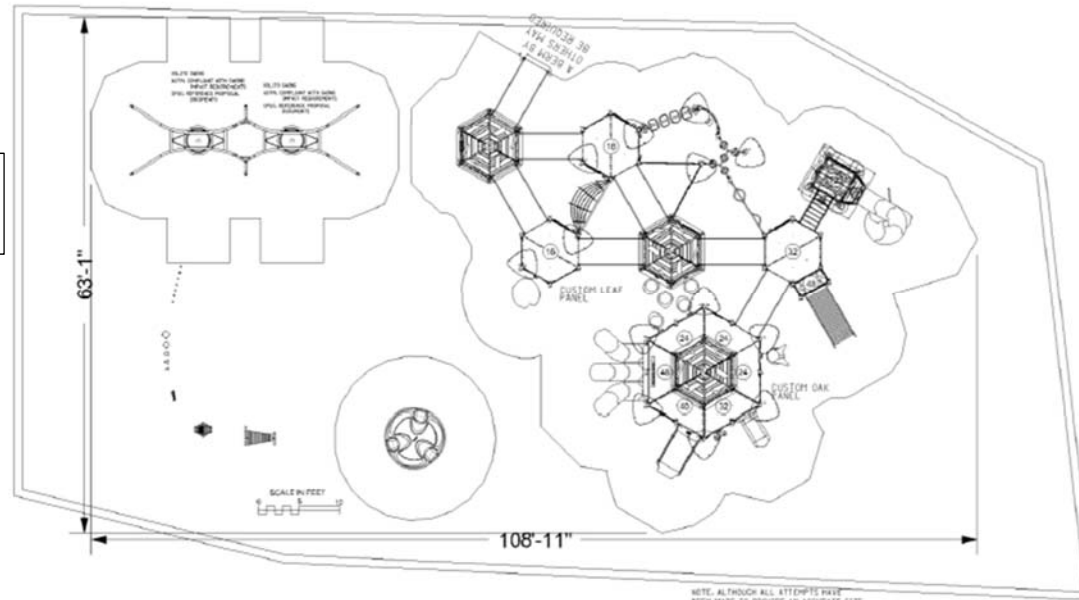


Accessible "treehouse"
with sensory features

Swinging and spinning area

Exhibit B: Grant Application

Plan view of new playground with dimensions



New playground as seen from El Roble School



Exhibit B: Grant Application

El Roble Elementary School
Gilroy Unified School District

Project Timeline

Task	Duration	Start	Completion
Grant submittal	1 day	November 2019	November 2019
GUSD Board approval of grant submission	1 day	Dec 12, 2019	Dec 12, 2019
CEQA exemption filed	1 day	March 2020	March 2020
Grant award	1 day	March 2020	March 2020
Public engagement meetings	2 weeks	April 2020	April 2020
Architectural drawings completed	2 weeks	May 2020	May 2020
Project design finalized	1 week	May 2020	May 2020
DSA review, approval and permitting	3 weeks	June 2020	June 2020
Board approval of final design and procurement contract	1 day	August 6, 2020	August 6, 2020
Equipment procurement	6 weeks	August 2020	September 2020
Construction—Demo	1 month	October 2020	October 2020
Construction-Installation	3 weeks	November 2020	November 2020
Construction-Surfacing	2 weeks	December 2020	December 2020
Third party inspection of playground	1 day	January 2021	January 2021
Playground opens to the public	1 day	January 11, 2021	January 11, 2021

Exhibit B: Grant Application



GILROY UNIFIED SCHOOL DISTRICT
FACILITIES

7810 Arroyo Circle, Gilroy, California 95020
Tel. 669-205-4000 fax: 408-847-4717
www.gilroyunified.org

SUPERINTENDENT

Dr. Deborah A. Flores, Ph.D.

BOARD OF EDUCATION

Enrique Diaz ♦ B.C. Doyle ♦ Tuyen Fiack ♦ Mark Good
Anisha Munshi ♦ James E. Pace ♦ Linda Piceno

To Whom It May Concern,

Gilroy Unified School District has engaged School Site Solutions to complete the CEQA processes required for the completion of this playground replacement project. Upon successful award to the grant and final designs, CEQA documentation will be drafted and distributed to the public through the normal channels. Please contact me with any questions or concerns the County may have about the CEQA process for this project.

Paul Nadeau
Director of Facilities, Planning & Management
Gilroy Unified School District
(669)261-5901
Paul.nadeau@gilroyunified.org

Exhibit B: Grant Application



GILROY UNIFIED SCHOOL DISTRICT
FACILITIES

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To Whom It May Concern,

The required permits for a project of this scope are limited to the oversight of the Division of State Architect. There are no other regulatory bodies that have jurisdiction over a project of this scope. Upon award of a grant, the district will engage the DSA with approved plans for approval.

Paul Nadeau
Director of Facilities, Planning & Management
Gilroy Unified School District
(669)261-5901
Paul.nadeau@gilroyunified.org

Exhibit B: Grant Application



GILROY UNIFIED SCHOOL DISTRICT
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To Whom It May Concern,

All playgrounds within Gilroy Unified School District are inspected annually by the manufacture or a certified playground inspector. Results are reported to the Maintenance department for servicing. The information is also tabulated into the overall site's Facilities Inspection Tool (FIT) and reported out to the public through the School Accountability Report Card (SARC).

Each playground is also inspected daily by the local custodial staff and any deficiencies are reported to the Maintenance department for servicing. Any item beyond the abilities of local maintenance staff is referred back to a certified playground contractor or the manufacture.

Paul Nadeau
Director of Facilities, Planning & Management
Gilroy Unified School District
(669)261-5901
Paul.nadeau@gilroyunified.org

Exhibit B: Grant Application



**GILROY UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES**

7810 Arroyo Circle, Gilroy, California 95020
Tel. 669-205-4080 fax: 408-846-7561
www.gilroyunified.org

SUPERINTENDENT

Dr. Deborah A. Flores, Ph.D.

BOARD OF EDUCATION

Enrique Diaz ♦ B.C. Doyle ♦ Tuyen Fiack ♦ Mark Good
Anisha Munshi ♦ James E. Pace ♦ Linda Piceno

March 12, 2019

Subject: Tax Exempt Status

Dear Sir or Madame:

This letter is in response to your request for a copy of the IRS Determination Letter that the Gilroy Unified School District is tax exempt under Internal Revenue Code Section 501.

The Internal Revenue Code makes no provision for the issuance of exemption letters to State or Municipal governmental agencies since Section 115 of the IRS Code excludes their income from the definition of gross income.

Because the District is a "political subdivision" of the State of California, it is statutorily exempt from taxes; its income is not included in the definition of "gross income".

According to IRS Code Section 170(c) there shall be allowed as a deduction any charitable contribution to a governmental unit such as public school districts. The District, therefore, receives the same tax-exempt treatment under IRC Section 170(c) as long as the donation/contribution is made exclusively for public purposes.

Should you have any questions, please don't hesitate to contact me.

Sincerely,

Kimberly Smith
Director of Fiscal Services



Department of the Treasury
Internal Revenue Service

Exhibit B: Grant Application

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248219434
Oct. 07, 2009 LTR 4168C E0
77-0123255 000000 00

00017837
BODC: TE

GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIR
GILROY CA 95020-7313



031109

Employer Identification Number: 77-0123255
Person to Contact: Ms. Benson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Sep. 28, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in May 1952, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(iv).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

9/8/66

MAR 29 1966

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

COUNTY ADMINISTRATION BUILDING 70 WEST HEDDING STREET
CIVIC CENTER SAN JOSE, CALIFORNIA 95110 299-2111

March 28, 1966

Gilroy Union High School District
263 North Church Street
Gilroy, California

Attention: Mr. Melvin C. Thompson
Business Manager

Subject: Gilroy School District Deeds

Gentlemen:

I am enclosing a copy of a trustee's deed executed on April 30, 1956, in which Adeane Anderson, as trustee of the estate of J. C. Webb, granted property to the Gilroy School District. I believe this is one of the deeds you inquired about on March 24, 1966.

With regard to the other parcel you mentioned, I am enclosing a photographic copy of the final order and decree of condemnation in the matter of Gilroy School District v. San Martin Vineyards Company. This final order has the effect of transferring the property to the school district; in other words, there is no deed as such between San Martin Vineyards and the Gilroy School District.

I trust that this information will assist you. It is unfortunate that the reproduction of these instruments is not better than it is.

Yours very truly,

JOHN R. KENNEDY
Acting County Counsel

By *Robert T. Owens*
Robert T. Owens
Deputy County Counsel

RTO:sa
Encl.

Recording Requested by
STATE OF CALIFORNIA
DIRECTOR OF FINANCE

Exhibit B: Grant Application

2913766

BOOK 7085 PAGE 698

FILED FOR RECORD
AT REQUEST OF

STATE OF CALIFORNIA
DIRECTOR OF FINANCE

AUG 30 8 57 AM 1965

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

And When Recorded Mail to

Gilroy School District
263 N. Church Street
Gilroy, California 95020

BOOK 7085 PAGE 698

D.H.

State of California
DIRECTOR OF FINANCE

FULL RELEASE OF INTEREST IN REAL PROPERTY
(Filed pursuant to Section 19563, Education Code)

NOTICE IS HEREBY GIVEN:

(1) That the Director of Finance, pursuant to the aforesaid Section 19563, filed Certificate No. 504 dated January 22, 1964, specifying an interest in real property of the Gilroy School District, which certificate is recorded in Book 6358, Page 648, in the Office of the Recorder of the County of Santa Clara, California.

(2) That the district has repaid to the State all amounts required to be paid by it or on its behalf under Chapter 10, Division 14, of the Education Code.

(3) That pursuant to the authority contained in the aforesaid Section 19563, the Director of Finance herewith releases in full the effect of the aforesaid certificate.

(4) That the aforesaid Section 19563 provides that this release shall conclusively protect any third party relying thereupon.

IN WITNESS WHEREOF, the Director of Finance of the State of California has duly authorized the undersigned to execute this Certificate in his name.

DATED AUG 26 1965

State
Seal

Hale Champion
Director of Finance
State of California

By Paul I. Hoyenga

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

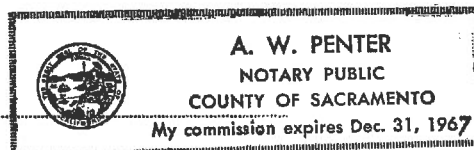
AUG 26 1965

On before me, a Notary Public in and for said County and State, personally appeared Paul I. Hoyenga who is authorized to execute the within instrument on behalf of the Director of Finance and known by me to be the person whose name is subscribed to the within instrument and acknowledged to me that the Director of Finance executed the same.

A. W. Penter

Notary Public in and for said County, State of California

My Commission expires



APPENDIX D: APPLICATION PACKET REQUIREMENTS AND CHECKLIST

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

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.

Exhibit C – Insurance Requirements and Proof of Insurance

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.

EVIDENCE OF COVERAGEDATE (MM/DD/YYYY)
5/20/2020

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 152**JOINT POWERS AUTHORITY (JPA)**

Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Reshan Cooray**PHONE:** (562) 404-8029

cooray@ascip.org

JPA MEMBER

Gilroy Unified School District
7810 Arroyo Circle
Gilroy CA 95020

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
<input checked="" type="checkbox"/> OCCURRENCE	✓	MOC #152	7/1/2019	7/1/2020	AGGREGATE	\$ N/A
<input checked="" type="checkbox"/> Personal Injury						\$
<input checked="" type="checkbox"/> Errors & Omission						\$
<input checked="" type="checkbox"/> Employment Practices						\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$
<input type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE					ACTUAL CASH VALUE	\$
<input type="checkbox"/> COMPREHENSIVE / COLLISION						\$
<input type="checkbox"/> ANY AUTO						\$
						\$
						\$
PROPERTY					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> BUILDING / CONTENTS						\$
<input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION						\$
						\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				EACH ACCIDENT	\$
<input type="checkbox"/> WC STATUTORY LIMITS					PER EMPLOYEE	\$
					POLICY LIMIT	\$
OTHER					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)						\$
						\$
						\$
						\$

ADDITIONAL REMARKS:

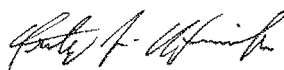
As respects to Grant Agreement 5/8/2020 - 7/1/2020

CERTIFICATE HOLDER

County of Santa Clara
298 Garden Hill Drive
Los Gatos CA 95023

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.


AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

Additional Covered Party Endorsement

District: Gilroy Unified School District

Endorsement No.

55551420

Additional Covered Party:
Description of Operations, Vehicle, or Property:

County of Santa Clara

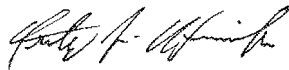
members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

As respects to Grant Agreement 5/8/2020 - 7/1/2020

Coverage Period:
Effective: 7/1/2019

Expires 12:01 a.m.: 7/1/2020

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.


Authorized Representative:
Date Issued: 5/20/2020

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97