

AN ORDINANCE 2009-06-04-0463

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO KABOOM!, A NATIONAL NON-PROFIT DEDICATED TO PROVIDING PLAYGROUNDS TO CHILDREN, AND AUTHORIZING ACCEPTANCE, UPON AWARD, OF A PLAYSCAPE TO BE INSTALLED AT WEST END PARK LOCATED IN COUNCIL DISTRICT 1.

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WHEREAS, the Frank Garrett Center is located in West End Park; and

WHEREAS, the playground was recently removed due to the new senior multi-purpose and nutrition center currently being built in the park; and

WHEREAS, the Staff has identified another location in the park more suitable for a playscape; and

WHEREAS, the KaBoom! grant process requires volunteers to install the playground equipment; and

WHEREAS, volunteers will be engaged throughout the process of designing the playscape, which is currently scheduled to be installed in November 2009; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee or the Director of the Parks and Recreation Department or his designee, is authorized to submit a grant application to KaBoom!, a national non-profit dedicated to providing playgrounds to children, for a playscape to be installed at West End Park located in Council District 1. A copy of the grant application is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is further authorized to accept the playscape described in Section 1 of this ordinance, if awarded, from KaBoom!. A copy of the Grant Agreement is attached hereto and incorporated herein for all purposes as **Attachment II**.

SECTION 3. The City Manager, or her designee or the Director of the San Antonio Parks & Recreation Department or his designee is further authorized to execute any and all necessary documents to effectuate said application and acceptance.

SECTION 4. Should the equipment be awarded, Fund 26012000 entitled "Misc Grant" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant, and the sum of up to \$150,000.00 from KaBOOM! will be appropriated in said fund. A formal final budget which will include a department specific fund, an Internal Order number, and General Ledger numbers will be submitted by the department upon award.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective on and after June 14, 2009.

PASSED AND APPROVED this 4th day of June, 2009.

ATTEST: *Leticia N. Nieto*
City Clerk

Julián Castro
M A Y O R
JULIÁN CASTRO

APPROVED AS TO FORM: *Hollis Young*
City Attorney

Agenda Item:	23 (in consent vote: 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 29, 30, 32)						
Date:	06/04/2009						
Time:	10:58:40 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the submission of a grant application to KaBoom!, a national non-profit dedicated to providing playgrounds to children, and authorizing acceptance, upon award, of a playscape to be installed at West End Park located in Council District 1. [A.J. Rodriguez, Deputy City Manager; Xavier Urrutia, Director, Parks & Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
Diane G. Cibrian	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Playground Profile Application

Submit your responses in one of the following ways:

BY EMAIL TO: agoter@kaboom.org OR FAX TO: 202-659-0210 (attn. Allison)



Contact Information

Date 04-01-09

Organization Name: San Antonio Parks and Recreation Department

Federal Employer Identification Number (Federal Tax ID #): 1-74-6002070-8 (Parks Department)

Mailing Address: 114 W. Commerce St., 11th Floor

City: San Antonio County_Bexar State: Texas Zip 78205

Phone Number: 210-207-8480 Fax Number: 210-207-8444

Web site (if applicable): www.sanantonio.gov/parksandrec

Address of Playground Site (if different than mailing address): 1401 N. Hamilton

Provide two points of contact. *Project planning is time consuming, so be sure that one contact is someone who has authority to make decisions and execute on commitments promptly.*

- **Primary Contact Name and Title:** Bill Pennell, Park Projects Manager

Phone and Email: 210-207-4082, bill.pennell@sanantonio.gov

Cell Phone (optional): _____

- **Secondary Contact Name and Title:** Janet Martin

(If the primary contact is not available, this individual would serve as the point person for the project)

Phone and Email: 210-207-6090, janet.martin@sanantonio.gov

Cell Phone (optional): _____

Organization Information

1. Describe your organization, addressing the following points separately:

- When was the organization founded? In the late 1800s.
- What is the history of your organization?

The first San Antonio municipal park keeper was hired by the city of San Antonio in 1886. Four years later the city council funded the jobs of park inspector and park commissioner, but staffing fluctuated until the 1890. In 1901 respected local businessman named Ludwig Mahncke was appointed Park commissioner and the office became more stable. Around the turn of the century the City began to add more park acreage to its inventory and under the leadership of Ray Lambert it grew to 600 acres in 1923. In 1928, the city funded a new recreation department to supervise programming at its growing number of parks. The San Antonio Parks and Recreation Department as it is known today was formed in 1952. It is responsible for more than 18,849 acres of parkland in 229 parks and recreational facilities across the City. The department now offers recreational programming, sports leagues, art, dance and music classes, swimming lessons, and a variety of other healthy lifestyle opportunities to the citizens it serves.

- What are the mission and vision statements for your organization?

The mission of the Parks and Recreation Department is to develop and maintain at the highest level a balanced, safe and easily accessible system of outstanding parks, recreational facilities and programs.

- When was the organization incorporated (if applicable)? If it is not incorporated, are there plans



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to incorporate? N/A

- Does the organization have nonprofit status? If not, are you working on getting nonprofit status? N/A
- Is the organization religiously affiliated? No.

2. How much funding does your organization receive from each of the following sources:

Government Funding	99 %
Individual Contribution	%
Corporate Donations	%
Religious Sources	%
Other (describe)	State Grant, Garden Society Contribution 1%
Total Annual Budget	\$ 60,219,733

3. Describe your organization's plans or vision for this site and include any plans around the playground space over the next 5-15 years (the lifetime of playground equipment is estimated as at least 15 years). West End park contains the Frank Garrett Center, a multi-purpose center containing a gym and activity center for the community just west of downtown San Antonio. Currently, the City of San Antonio is constructing a new senior multi-purpose center to include a nutrition center for community use. Construction is estimated to be complete by December 2009. In addition to the center, new parking and a new open pavilion will be constructed. There is an existing tennis court that will be converted to a basketball court and resurfaced in the future. Other improvements to the park will be made based upon the community desires and funding availability.

Also located in the park is Parent/Child Inc. providing Head Start, Early Head Start, and Nutrition Services to at-risk children and their families.

4. Do you currently carry insurance that would cover a playground on your site? If so, describe your level and type of coverage. City carries insurance on the buildings, playground and fields

Playground & Site Information

3. How many children are served at your site? Daily 240 Annually* 3600
 * Number of children served annually equals number of *unique* children that would use the new playground in a given year (estimations are acceptable).

4. Is your site open to the general public? Yes No Other (describe)

5. Provide the following information about the children you serve:

Number of Children by age		Ethnicity %	
Under 2	30	African American	23 %
2-5	100	Hispanic	75 %
6-12	75	Asian & Pacific Islander	0 %
13 and up	10	Caucasian	2 %
Disabled	25	Other	0 %



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adults			
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6. Provide the following statistics (describe how you gathered this information):

- The number of children at your site enrolled in federal free or reduced lunch programs. 100%
- The average annual income of the families served by your organization. \$18,000
- Other (Example: Scholarship information for children enrolled at your site)

7. Is there a playground on site? Yes _____ No - site contained playground, but it was demolished early 2009

*Having playground equipment on site **does not** exclude your group from consideration for a project, but KaBOOM! must provide accurate information to our Funding Partners. If you have existing equipment, answer the following questions **and submit photos of the equipment:***

- When was it built?
- Do you know the manufacturer?
- Is your current equipment made of wood, metal or plastics?
- Is there any sort of safety surfacing in place (wood chips, rubber mats)?
- Will a new playground replace or augment your existing equipment?

8. List all playgrounds that currently exist within a 2 mile radius of your site, and describe what, if any, access the children you serve have to these playgrounds. Specifically describe **any playground equipment visible from your site.**

Parent/Child Inc. operates a day care/after school care program and has a small, fenced-in playground. Children enrolled in Parent/Child Inc. program are able to use the Parent/Child playground exclusively within the park property. This is not available to area children.

9. Do you own the land where you would like to build a playground? Yes No _____
If not, provide contact information for the landowner, and can you provide documentation of permission to build a playground on site?

Landowner Name _____ Phone/Email _____

Community Building

10. Describe how community members are supporting your efforts to build a playground, and how many people are currently involved in this project? List or describe any groups (families, community members, others) that will help guide your Playground Project.

The Frank Garrett Center Advisory Board, West End Neighborhood Association, local area churches, City Volunteers and public housing residents all support the effort to build a playground. The center/park has a volunteer force of at least 250 people that will provide assistance with the playground construction. These volunteers also assist with regular graffiti abatement and picking up trash in the park. The Spurs Foundation has participated with basketball clinics in the past, so we would reach out to the Spurs organization for assistance with this project.

11. Describe how a new playground would impact your organization and the children you serve.

A new playground would offer this community an opportunity for children to play rather than engage in



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drugs or gang activity. Due to the socio-economic level in this area of San Antonio, and lack of outdoor activities, the area is plagued with young people engaging in drugs and gangs.

12. A playground can be a gathering place for children, families and events such as picnics, clean-ups, and celebrations. How do you envision your playground being used?

The park is utilized by the community as a gathering place for children, families and the elderly. The playground would allow more outdoor recreational opportunities for this economically depressed community.

13. Describe what would make your playground project a success [ie: community involvement, media coverage, etc.]?

This community will rally around the project, protect the investment and utilize the facilities. Local media would be invited to cover the event. The San Antonio Spurs Foundation and NBA players would be invited to attend, as well. This event would be coordinated with the opening of the senior nutrition center, so the Mayor and City Council will also be involved.

Letter of Agreement

If your organization is selected for a playground project, you would be required to sign a contract with the following commitments (including but not limited to):

- Ownership of the land or proof of a long term lease and authorization to build a playground
- Proof of insurance covering the playground Build Day and for one year following the build
- Recruitment of volunteers for planning committee and Build Day
- Agreement to maintain the playground
- Commitment to pay the financial contribution one month prior to the Build Date
- Commitment to complete any needed site preparation including grading or removal of old equipment

17. Who would sign a contract for your organization?

Name Xavier Urrutia Phone/Email 210-207-8480, Xavier.urrutia@sanantonio.gov
What process, if any, must contracts go through to be approved for signature? How long will it take to get a contract signed, and would any other groups need to be involved in contract approval?
The contract would need to go to City Council for approval. The time involved varies, but can be expedited if needed.

18. What is the name and title of the person filling out this application?

Name Kelly Irvin, Public Relations Manager Phone/Email 210-207-6122, Kelly.Irvin@sanantonio.gov



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Required Materials

19. The following materials are required:

- Photos of your site (digital) that show the space available and give us a sense of the general area. **Before you take the pictures, please mark the specific playground footprint (at least 2500sq ft) at the four corners using cones, chairs, etc. so we can see the playground area.**
- Photos of any playgrounds visible from your site
- A map (this can be hand drawn) that shows the dimensions of the playground site and other information such as access points into the site
- A list of board members [**required if applicable**]

***Photos must be uploaded to the KaBOOM! Playspace Finder at playspacefinder.kaboom.org ***

20. Before submitting your application materials, it is required that you register on the KaBOOM! Website at kaboom.org/join and upload your photos at playspacefinder.kaboom.org in order for your application to be considered.

The KaBOOM! Web Portal, kaboom.org, is a free registration based online community providing community-leaders with information, insight and interactive tools related to play. The Web Portal is a resource with an array of components made to satisfy many playmakers' interests. From participating in **online forums** and **creating local websites** dedicated to the preliminary and/or completed stages of your project, to accruing **badges** based on your community leadership experiences and receiving **e-alerts** targeted to personal play interests, the Web Portal is the ultimate playspace for advocates of play.

Please provide the following information to track the progress of your application:

KaBOOM! Web Registration User Name: Kirvin

Date of Registration: 4-13-09

Name of Playspace Site (as titled on Playspace Finder): Westend

Link to Playspace Finder Submission:

http://playspacefinder.kaboom.org/playspaces/23733-westend/photos

****PLEASE NOTE: Your application cannot be processed without this information****

Suggested Materials

The following materials are suggested:

- A letter from your Executive Director or Board Chair expressing their commitment to the success of this project
- A letter or e-mail from at least one parent who will help with planning your project

If you have any questions as you compile your application materials, feel free to contact your Client Services Team contact!





COMMUNITY PARTNER PLAYGROUND CONTRACT

_____, 2008

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that [Name of Community Partner] (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and its funding partners in the construction of a new playground at [Site Address] (the "Project"). This Community Partner Playground Contract, which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and its funding partners as well as community residents to design, plan and build the Project. By executing this contract, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$7,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this contract, which amount must be paid in full at least 30 days prior to the Projects' Build Day (as defined below).
 - (b) Project Site.
 - (i) Ownership. At the time of execution of this agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or its funding partners.
 - (ii) Permits. The Community Partner shall obtain all necessary permits and licenses regarding the installation, possession and use of the playground prior to Build Day in compliance with local and state laws, regulations and guidelines.
 - (iii) Preparation. The Community Partner shall ensure that the playground site is safe for volunteers and children, which responsibility includes, without limitation: (1) recruiting 15 adult volunteers to participate in preparation activities two to three days prior to Build Day playground installation; (2) preparing the site for the installation of the new playground at least two weeks before Build Day, which includes but is not limited to removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two utility checks as reasonably requested by KaBOOM! with the appropriate utility companies with the first test being completed within two weeks of Design Day and with all utility check documentation provided to the KaBOOM! Project Manager upon completion; and (4) conducting up to two soil site tests as reasonably requested by KaBOOM!, with the first test being completed within two weeks of Design Day and with all soil check documentation provided to the KaBOOM! Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) Safety and Security. The Community Partner is responsible for ensuring the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
 - (v) Maintenance. The Community Partner shall collaborate with KaBOOM! during the Project planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the build to ensure a safe and attractive playspace. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. Upon request, the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc, will provide guidance and materials for the purpose of developing a maintenance plan for the playground.
 - (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least 20 adult volunteers and 20 children. Such adult volunteers shall remain engaged in the planning activities throughout the Program's planning process.
 - (d) Build Day. The Community Partner shall recruit 70-90 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on [Date] and which is referred to herein as the Build Day. On the Build Day, the Community Partner shall provide food, water, tools, a dumpster, music and restroom facilities for all volunteers.
 - (e) Promotion. The Community Partner will seek prior approval from KaBOOM! and/or its funding partners for any materials that reference the Project or contain the logos or other intellectual property of KaBOOM! and/or its funding partners, including, without limitation, press releases, fliers and promotional materials. The Community Partner shall collaborate with KaBOOM! and its funding partners to secure media coverage.

- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and its funding partners to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted in a mutually agreed location on poles.
- (g) Playground Costs. The Community Partner is solely responsible for any costs beyond the proposed Project budget, including costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers; a copy of which warranty may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor its funding partners nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including, without limitation, its quality, mechanical condition or fitness for a particular purpose.

2. Obligations of KaBOOM!

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate funding partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Provide educational and promotional materials to support the Project, including the KaBOOM! Tool Kit (a 4-book set), KaBOOM! online Playground Planner, nametags and other general supplies.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) Build Guild. KaBOOM! will place the playground on the roster of KaBOOM! Build Guild and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.

3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the funding partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the funding partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the funding partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party and for allocating additional expenses related to the rescheduled Build Day. In the event that the date of the Build Day is cancelled or changed solely by the Community Partner, the Community Partner shall be liable to KaBOOM! and the Funding Partner for any equipment costs, labor, and materials and any additional expenses related to the Program, such as travel expenses and general supplies.

4. Funding Partner Relations. KaBOOM! has a separate agreement with each funding partner pursuant to which the funding partner has agreed to provide financial and human resources for the Project. In recognition of the funding partner's contribution of such resources, the funding partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, web site and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the funding partner as identified to the Community Partner by KaBOOM! and/or the funding partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the funding partner for signage and sponsorship recognition.

5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) of this agreement, KaBOOM! may terminate the Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions

of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this agreement if the other is unable to perform any obligation hereunder for a period longer than ten calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KABOOM! by Community Partner exceeds the sum paid to KaBOOM! hereunder, Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within 30 days of invoice. Except as set forth above, upon any termination, this agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this agreement prior to such termination.

6. General Provisions. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this agreement, and to perform its obligations hereunder. This agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This letter agreement may be altered, modified or amended only by a written document signed by both parties. This agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below.

By executing this Community Partner Playground Contract where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

[Name of Community Partner]

KaBOOM!, Inc.

By: _____

Name:

Title:

Address:

[Address]

[City, State, ZIP Code]

T: [Telephone]

F: [Facsimile]

e-mail: [e-mail]

By: _____

Name: Bruce M. Bowman

Title: Chief Operating Officer

Address:

4455 Connecticut Avenue, NW, Suite B100

Washington, DC 20008

T: (202) 464-6061

F: (202) 659-0210

e-mail: bbowman@kaboom.org