

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made as of September 14, 2022, by and between **Unlimited Play and City of Calabasas**.

### **I. Overview of MOU:**

The purpose of this MOU is to outline **City of Calabasas** interest in partnering with Unlimited Play to build an inclusive playground. This MOU outlines the general terms under which Unlimited Play will support with its endeavor **City of Calabasas**.

### **II. MOU Terms:**

Unlimited Play and **City of Calabasas** in addition to other subsequent and mutually agreeable terms and conditions, to build an Unlimited Play Playground through the following processes:

***Under this MOU, City of Calabasas will:***

1. Organize and sustain a committee of active local leaders with capabilities and resources to ensure a successful fundraising effort;
2. Identify and secure major gifts toward the Project; Unlimited Play will support this effort when necessary by attending donor meetings.
3. Work with Unlimited Play to develop a mutually agreed upon design which **City of Calabasas** commits to meet. Unlimited Play standards (schedule B) and work with Unlimited Play's preferred vendor ***Little Tikes Commercial***.

**Unlimited Play will**

***A. Pursuant to the terms and conditions of this Agreement, Unlimited Play shall provide to City of Calabasas the support services set forth on Schedule A attached hereto and incorporated herein by reference (the "Support Services"). City of Calabasas hereby acknowledges that (i) Unlimited Play shall provide the Support Services on a non-exclusive basis, (ii) the Support Services do not include architectural, engineering or certification services, and (iii) Unlimited Play shall have no responsibility with respect to safety or code inspections related to the Project.***

***B. SUPPORT SERVICE FEE. . As consideration for the Support Services provided by Unlimited Play, City of Calabasas shall pay Unlimited Play the following fees (collectively, the "Support Service Fee"): (i) A non-refundable start-up fee in an amount equal to \$10,000.00 to be delivered upon execution of this Agreement;***

***Specific Services Unlimited Play provides:***

***Design and development of fully inclusive playground***

***Development of sponsorship catalog***

***Educate and train the local committee***

***Write possible grants under our 501c3***

***Provide a row team guide – “How to guide” for local committee***

***Creating a 3D fly through video of your designed playground***

***Provide inclusive motivational videos for presentations***

***Develop Marketing pieces***

***Create web page with design and story detail with donating capabilities***

***Travel in for specific donor presentations/events***

***Create design donor boards for proper marketing placement***

***Handle all donation/accounting needs ie: tax letters, thank you notes, reminders***

***Organize handle a community build***

***Develop Grand Opening***

***Provide public engagement ie: meetings, surveys forms, questionnaires as needed***

**WHEREAS**, City of Calabasas desires to construct an inclusive and fully accessible playground facility at desired location.

Schedule A

Support Services

1. Design Services: Unlimited Play, together with City of Calabasas, shall establish: if desired..

Design team (“Design Team”) for the Project. The Design Team shall design a universally accessible playground that incorporates (i) the goals and needs of the City of Calabasas, and (ii) the Unlimited Play design standards set forth on Schedule B attached hereto and incorporated herein by reference (the “Design Standards”). The Design Team will select a final design by using a predetermined scoring system to include, but not limited to, play value, durability of equipment, accessibility, adaptability, theme, product availability, and warranty.

2. Fundraising: Unlimited Play, together with City of Calabasas, will establish a local fundraising team and develop a fundraising plan for the Project. Unlimited Play will assist City of Calabasas in assembling a local fundraising team and implementing fundraising strategies. Upon completion of the initial design phase of the Project, Unlimited Play will assist City of Calabasas in engaging the local community through meetings, speaking engagements and events.

3. Public Relation Coordination: Unlimited Play will assist City of Calabasas in planning, consulting and advising regarding media and public relations for the Project.

4. Construction Supervision. Unlimited Play will assist City of Calabasas during the Project construction phase to ensure that the Project playground equipment is installed to maximize accessibility. Unlimited Play will observe equipment installation and provide appropriate feedback to City of Calabasas and/or the vendor responsible for equipment installation.

**Unlimited Play Standards: Schedule B**

- a. Fully ramped play structures to the tallest slide or play activity.
- b. Wheelchair, walker, and mobility challenged friendly surfacing such as poured in place and tile surfacing.
- c. Shaded play structures and seating areas incorporated to help those with temperature regulation problems and sensitivity to sunlight.
- d. Sensory stimulating activities placed throughout the playground.
- e. Cochlear implant safe slides.
- f. Clearly defined path through the playground for those with visual impairments such as cement walks or tactile map.
- g. Fencing
- h. Unique and fun themes to stimulate imagination.
- i. A mutually acceptable permanent sign acknowledging UP

**Provisions Not Enforceable.** The provisions provided above in this MOU do not create or constitute any legally binding obligations upon the parties and is not intended to constitute a binding contract. It is understood and agreed that parties have not attempted to set forth all essential terms of this proposed transaction, and the parties further acknowledge and agree that such terms are subject to further negotiations.

If the foregoing meets with your approval, please sign this MOU as provided below, and the duplicate original enclosed herewith, and return the duplicate to our attention whereupon this shall constitute the understanding between the parties in accordance with the terms and provisions set forth above.

Witness the following authorized signatures:

**Unlimited Play Inc.**

By: \_\_\_\_\_  
Natalie Mackay  
Executive Director

\_\_\_\_\_  
Date

**City of Calabasas**

By: \_\_\_\_\_  
Kindon Meik  
City Manager

\_\_\_\_\_  
Date