

**THIRD AMENDMENT TO THE ALL-INCLUSIVE PLAYGROUND FUNDING  
AGREEMENT BY AND BETWEEN THE CITY OF MOUNTAIN VIEW  
AND THE COUNTY OF SANTA CLARA**

The All-Inclusive Playground Funding Agreement By and Between the City of Mountain View, a municipal corporation, and the County of Santa Clara, a political subdivision of the State of California (“County”), effective May 8, 2018 (“Funding Agreement” or “Agreement”), is amended as set forth below, effective on the date of the last signature below. The County of Santa Clara and the City of Mountain View are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on May 8, 2018, the Parties entered into a Funding Agreement for the purpose of providing the terms of the grant funding for the construction and development of the Magical Bridge all-inclusive playground (“Project”), located in Mountain View at 201 S. Rengstorff Avenue;

**WHEREAS**, on January 15, 2021, the Parties entered into the Second Amendment to the Funding Agreement to extend the three (3) year grant performance period by twenty-four (24) months, to May 8, 2023, due to unforeseeable project delays related to Covid-19;

**WHEREAS**, due to the prolonged duration of the Covid-19 pandemic, resulting in additional unforeseeable delays, the City of Mountain View requests an additional twelve (12) month extension to the grant performance period, such that the grant performance period would total six (6) years and run from May 8, 2018 through May 8, 2024;

**WHEREAS**, the Parties wish to enter into this Third Amendment to establish the terms of the Agreement with this additional twelve (12) month extension of the grant performance period.

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

**1. Amendments:**

- a. The following language on page 2 of the Agreement shall be deleted: “The GRANTEE may utilize the Grant Funds specified in SECTION 4 of this Agreement to complete the Project within five years from the Effective Date of this Agreement and shall return any unspent funds at the end of this five-year period.”

This language shall be replaced with the following: “The GRANTEE may utilize the Grant Funds specified in SECTION 4 of this Agreement to complete the Project within six years from the Effective Date of this Agreement and shall return any unspent funds at the end of this six-year period.”

- b. The following language in Section 2.1 of the Agreement shall be deleted: “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 five 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...”

This language shall be replaced with the following “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 six 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...”

- c. The following language in Section 4.2 of the Agreement shall be deleted: “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 5 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.”

This language shall be replaced with the following “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 6 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.”

2. **Counterparts.** This Third Amendment may be executed in any number of 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 provided all of the Parties have fully executed the Third Amendment.
3. **Contract Execution.** Unless otherwise prohibited by law or County policy, 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.

4. **Full Force and Effect.** Except as modified by this Third Amendment, all terms and provisions of the Funding Agreement shall remain in full force and effect. In the event of a conflict between the Funding Agreement and this Third Amendment, the Third Amendment shall control. This Third Amendment shall be construed to be part of the Funding Agreement and shall be deemed incorporated into the Funding Agreement by this reference.

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5. **Authority.** By signing below, each signatory warrants and represents that they executed this Third Amendment in their authorized capacity, and that they have the authority to bind the entity listed below to contractual obligations.

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

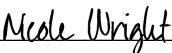
**CITY OF MOUNTAIN VIEW**

DocuSigned by:  
  
\_\_\_\_\_  
Kimbra McCarthy  
City Manager


10/6/2022

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**


DocuSigned by:  
  
\_\_\_\_\_  
Nicole Wright  
City Attorney

**FINANCIAL APPROVAL:**

DocuSigned by:  
  
\_\_\_\_\_  
Jesse Takahashi  
Finance & Administrative Services Director

**COUNTY OF SANTA CLARA**

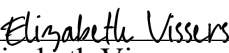
**APPROVED BY:**

DocuSigned by:  
  
\_\_\_\_\_  
Sylvia Gallegos  
Deputy County Executive

10/10/2022

\_\_\_\_\_  
Date

**APPROVED AS TO FORM  
& LEGALITY:**

DocuSigned by:  
  
\_\_\_\_\_  
Elizabeth Vissers  
Deputy County Counsel