



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: David Rosen, Parks & Recreation Fiscal Analyst

DATE: January 27, 2025

SUBJECT: Grant Agreement Approval: King County Youth Amateur Sports Grant

ISSUE

The Tukwila Parks & Recreation Department has been awarded a \$100,000 no-match reimbursement grant through the King County Parks Levy Youth Amateur Sports Grant (YASG) program. Acceptance of this grant requires council approval before both agreements may be executed by the Mayor.

BACKGROUND

As part of the 2020 – 2025 Parks, Recreation, Trails, and Open Space Levy, King County releases several capital and programmatic grant opportunities every year such as the YASG, which is funded by a 1% sales tax on car rentals within the county. The YASG’s stated purpose is to “support fit and healthy communities by investing in programs and capital facility projects that increase access to sports, play, and outdoor recreation”. City staff wanted to use funding to address health demographic concerns such as Tukwila adult obesity rate of 36.2% (71.5% higher than that of King County) per King County’s City Health Profiles. In early March of 2024, the Tukwila Parks and Recreation Department submitted its application for the YASG. The department was notified of its award a few months later in early July and has been working with King County to finalize contract details since.

DISCUSSION

The \$100,000 YASG award will be used to fund the Tukwila Sports Academy, an Expanded Learning Opportunity that incorporates Social and Emotional Learning into an after-school sports initiative in coordination with the Tukwila School District. The program aims to provide a physical component to existing extracurricular opportunities to the diverse student body of Tukwila, fostering holistic child development. Additionally, the Tukwila Parks and Recreation Department hopes to focus sporting elements of the program around soccer in preparation for the 2026 FIFA World Cup taking place in the Puget Sound and across North America in June – July 2026.

FINANCIAL IMPACT

This is a reimbursement grant, wherein the City of Tukwila will receive reimbursement from King County throughout/after the completion of the proposed scope of work. Therefore, execution of the proposed grant agreement does not create any net general fund inflows or outflows. The Tukwila Parks & Recreation Department will propose end-of-year budget amendments for FY25 and FY26 to capture the transactions resulting from this grant agreement.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward both this grant agreement to the February 24th Special Meeting Consent Agenda for final approval.

ATTACHMENTS

A --- Proposed King County Programming Project Grant Agreement (Contract# 6457990)



PROGRAMMING PROJECT GRANT AGREEMENT

King County
 Dept./Division: Natural Resources and Parks / Parks and Recreation

Grant
 Recipient: City of Tukwila Parks and Recreation

Project: Tukwila Sports Academy

Contract #: 6457990 Project#: 1148648 Task #: 1.05

Amount: \$100,000.00

Effective Date: _____ Agreement End Date: 11/30/2026

THIS AGREEMENT (“Agreement”) (CPA# 6457990) is entered into between King County (the “County”), and City of Tukwila Parks and Recreation (the “Grant Recipient”) (collectively the “Parties) for programming that reduces barriers and increases access to physical activity using a Youth and Amateur Sports Grant (“YASG”).

RECITALS

- A. The Grant Recipient is a **City or Town** that provides youth or amateur sports opportunities.
- B. King County, a home rule chapter county and political subdivision of the State of Washington, is authorized to administer the YASG Program and enter into agreements for the use of King County funds by public agencies, nonprofit organizations, or fiscal sponsor for community organizations that increase access to sports and physical activity to address an athletic need in King County in accordance with the biennial budget in effect at the time of execution, and any amendments for supplemental appropriations thereafter.
- C. King County has selected the Grant Recipient to receive a **YASG** award for programming/program operation, designed to provide increased athletic opportunities for the citizens of King County, Washington.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. DEFINITIONS

Business Days	<i>Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays observed by the State of Washington.</i>
Calendar Days	<i>Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.</i>
Contractor	<i>Includes any and all contractor(s) or consultant(s) hired by the Grant Recipient, including any of the contractor’s or consultant’s subcontractors or subconsultants.</i>
Effective Date	<i>The last date upon which the Agreement is signed.</i>
Grant Award Funds	<i>The amount awarded to the Grant Recipient by King County.</i>
Project	<i>The term “Project” means the Grant Recipient’s program described in Exhibit A – Scope of Work.</i>
Public Records	<i>Include any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. RCW 42.56.</i>
RCW	<i>The Revised Code of Washington.</i>
Scope of Work (SOW)	<i>An Exhibit to the Agreement consisting of a written description of the work to be performed.</i>
Subcontractor	<i>The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Grant Recipient to perform any portion of the Work covered by this Agreement.</i>

2. PROJECT SUMMARY

The summary of this Project for the purpose of this Agreement is as follows:

The Tukwila Sports Academy is an Expanded Learning Opportunity that incorporates Social and Emotional Learning into an after-school sports initiative. The program aims to provide a physical component to existing extracurricular opportunities to the diverse student body of Tukwila, fostering holistic child development.

3. SCOPE OF WORK

Grant Recipient shall provide a scope of work (“Scope of Work”), including a project summary, attached hereto as **Exhibit A**, which describes the Project in detail, including a description of the various program milestones required for completion of the Project, the intended use of the Grant Award Funds and the address of the site/location where the Project is primarily taking place.

4. PROJECT BUDGET

Prior to execution of this Agreement, the Grant Recipient shall work with King County to develop a Project Budget (“Project Budget”). The final Project Budget agreed upon by the Parties is attached hereto as **Exhibit B**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits A and B**. Grant Award Funds provided to the Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits A and B**.

5. GRANT AWARD FUNDS AND DISBURSEMENT

- 5.1 Grant Award Funds. Grant Recipient has received a YASG award in the amount of \$100,000.00 (“Grant Award Funds”) for programming designed to provide increased athletic opportunities and to address an athletic need for the citizens of King County, Washington. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**. Notwithstanding the Effective Date of this Agreement, the County shall reimburse the Grantee for eligible and authorized costs and expenses supported by adequate documentation, as determined by the County, for the work specific in **Exhibit B**, beginning 9/1/2024, and concluding on 11/30/2026.
- 5.2 Separation of Accounts. All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other Grant Recipient accounts and moneys.
- 5.3 Partial Disbursement. The County may authorize, at County’s sole discretion, release of a portion of the Grant Award Funds to the Grant Recipient, upon execution of this Agreement.
- 5.4 Invoicing. The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) calendar days after a complete and accurate invoice and any other required documentation is received and approved.

5.5 Final Invoice. Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit A**) and Project Budget (**Exhibit B**), no later than thirty (30) days after the Contract End Date. If the Grant Recipient’s final invoice, supporting documentation, and reports are not submitted by the day specified in this subsection, or if such final documents are not approved by the County, then the County shall have no obligation to pay Grant Recipient unless and until Grant Recipient submits, and the County approves, a properly completed invoice. Grant Recipient must submit a corrected invoice within 30 days after receiving notice of an improper or incomplete invoice.

5.6 Disposition of Remaining Grant Award Funds. If Grant Recipient does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Grant Recipient, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Grant Recipient on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

6. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 11/30/2026 (“Agreement End Date”). This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

7. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties.

8. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

KING COUNTY	City of Tukwila Parks and Recreation
Parks Grant Manager	David Rosen

Community Investments Unit	Fiscal Analyst
King County Parks	City of Tukwila Parks and Recreation
201 S Jackson Street Suite (5702)	12424 42nd Avenue South Tukwila
Seattle, WA 98104	Tukwila, WA, 98168
206-848-0699	206-767-2310
parksgrants@kingcounty.gov	david.rosen@tukwilawa.gov
<u>*NOTE: Personal contact information for your assigned grant manager is available in the grant management system</u>	

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party to designate any other person or address in substitution of the foregoing information to which such notice or communication shall be given.

9. GRANT REPORTING

Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

10. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in **Exhibits A and B** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables within **Exhibit A**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the County.

11. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a “grant sponsor” for the Project in the following manner:

- 11.1 Events. Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.

- 11.2 Community Relations.** Grant Recipient shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 11.3 King County Parks Notification.** Grant Recipient shall notify the King County Parks Project Manager thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates.
- 11.4 King County Council Notification.** If Grant Recipient is a city or town, notification to the King County Council thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates is, required.
- 11.5 Signage.** If Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

12. PUBLIC ACCESS

The Grant Award is provided to Grantee Organization for the Project for the purpose of land protection and recreation for the citizens of King County. Therefore, Grantee Organization and any successor in interest agree to maintain the Site for public use as required by Ordinances 18890 and 19166 and the Parks Targeted Equity Grant program requirements specified in Motion 15378.

Grant Recipient’s duties under this Section 12 will survive the expiration or earlier termination of this Agreement.

13. MINIMUM SCOPE AND LIMITS OF INSURANCE

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit C – Insurance Requirements** and as evidenced in **Exhibit D – Certificate(s) of Insurance and Endorsements**.

14. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Grant Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington [\(RCW\) Chapter 40.14](#).

15. MAINTENANCE OF RECORDS

- 15.1 The Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- 15.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with [\(RCW\) Chapter 40.14](#).
- 15.3 Grant Recipient shall inform the County in writing of the location, if different from the Grant Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) calendar days of any such relocation.

16. RIGHT TO INSPECT

The County reserves the right to review and approve the performance of the Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Grant Recipient, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA), [Chapter 49.17 RCW](#); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. The Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Grant Recipient.

The County may withhold any payment owed the Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

19.1 Termination for Convenience. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Grant Recipient ten (10) days advance written notice of the termination.

19.2 Termination for Misuse of Funding. If the termination results from acts or omissions of the Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Grant Recipient by the County.

19.3 Termination for Insufficient Funding. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

19.4 Termination for Non-Performance. The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Exhibits B and C, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 4 – Grant Award Funds and Disbursement.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

The Grant Recipient shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by the Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

The Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Grant Recipient's obligations under this Section shall include:

- 21.1 The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- 21.2 Indemnification of claims made by the Grant Recipient's employees or agents; and
- 21.3 Waiver of the Grant Recipient's immunity under the industrial insurance provisions of [Title 51 RCW](#), but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Grant Recipient.

In the event it is determined that [RCW 4.24.115](#) applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by [RCW 4.24.115](#), as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by the Grant Recipient in conjunction with this Agreement.

The Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.

22. CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS

Grant Recipient will require its Contractors and any Subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with except for injuries and damages caused by the negligence of King County.

23. NONDISCRIMINATION

[King County Code \("KCC"\) chapters 12.16 through 12.19](#) apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

25.1 The Grant Recipient shall be responsible to operate and maintain the completed Project at its own sole expense and risk. The Grant Recipient shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. The Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.

25.2 The Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

25.3 The Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds.

The Grant Recipient's duties under this Section 25 shall survive the expiration of this Agreement.

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

The Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under [RCW Chapter 82.29A](#); PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and the Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. DEBARMENT, SUSPENSION, OR INELIGIBILITY

By accepting the terms of this Agreement, Grant Recipient certifies that the Grant Recipient nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal or State department or agency. If the Grant Recipient or its principals become debarred, suspended or ineligible from participating in transactions, Grant Recipient shall notify the County within fifteen (15) calendar days of an event.

The Grant Recipient agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.sam.gov or Department of Enterprise Services Debarment List which can be found at <https://des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>.

30. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Any claim or action pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any claim or suit between the Parties arising out of this Agreement may only be filed and prosecuted in King County Superior Court.

31. PUBLIC RECORDS REQUESTS

This Agreement shall be considered a public document and will be available for inspection and copying by the public in accordance with [Chapter 42.56 RCW: PUBLIC RECORDS ACT \(wa.gov\)](#) (the “Act”), or its successor act.

32. INDEPENDENT STATUS OF THE GRANT RECIPIENT

In the performance of this Agreement, the Parties will be acting in their individual, corporate or governmental capacities and not as employees, partners, joint ventures, or associates of one another. Nothing contained herein will make, or be deemed to make, the County and the Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

33. PERMITS AND LICENSES

The Grant Recipient shall design, develop, and construct the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by the County at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain, and comply with all necessary permits, licenses and approvals required for the Project.

34. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

35. ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or King County Code, the inconsistency shall be resolved by giving precedence in the following order to:

1. Any Amendments to this Agreement;
2. This Agreement, including its Terms and Conditions and the following Exhibits;
 - a. Exhibit A – Scope of Work
 - b. Exhibit B – Project Budget
 - c. Exhibit C – Insurance Requirements
 - d. Exhibit D – Certificate(s) of Insurance and Endorsements
3. If applicable, the Request for Application (as modified by any amendments); and
4. If applicable, Grant Recipients Grant Application.

Provided, however, when an agreement term or condition appears in more than one document, the more specific agreement term or condition shall control if the different contract provisions cannot be harmonized.

36. ENTIRE AGREEMENT

This Agreement, including any referenced exhibits and attachments, constitutes the entire Agreement between the County and the Grant Recipient and supersedes any and all prior agreements and understanding between them, whether written, oral or otherwise. No other statements or representations, written or oral, shall be deemed a part thereof.

37. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, each individual signing this Agreement warrants that they have the authority to enter into this Agreement on behalf of the Party for which that individual signs. The Parties hereto have executed this Agreement on the dates set forth below.

KING COUNTY

City of Tukwila Parks and Recreation

Signature

Signature

NAME (Please type or print), Title

NAME (Please type or print), Title

Date

Date

EXHIBIT A – SCOPE OF WORK

Project Summary

Scope of Work Summary: The Tukwila Sports Academy is an Expanded Learning Opportunity that incorporates Social and Emotional Learning into an after-school sports initiative. The program aims to provide a physical component to existing extracurricular opportunities to the diverse student body of Tukwila, fostering holistic child development.

Project Location:

- Cascade View Elementary School, 13601 32nd Ave S, Tukwila, 98168
- Duwamish Park, 11646 42nd Ave S, Tukwila, WA, 98168
- Foster Golf Links, 13500 Interurban Avenue S, Tukwila, 98168
- Foster High School, 4242 S 144th St, Tukwila, 98168
- Joseph Foster Memorial Park, 13919 53rd Ave S, Tukwila, WA, 98168
- Riverton Park, 4112 S 131st St, Tukwila, WA, 98168
- Showalter Middle School, 4628 S 144th St, Tukwila, 98168
- Thorndyke Elementary School, 4415 S 150th St, Tukwila, 98188
- Tukwila Community Center, 12424 42nd Ave S, Tukwila, 98168
- Tukwila Elementary School, 5939 S 149th St, Tukwila, 98168
- Tukwila Pool, 4414 S 144th St, Tukwila, 98168

Activity Timeline & Deliverables

Phase/Task	Activity Description	Deliverables	Date/Timeline
Project Management & Administration	Progress Reports submitted via grant portal	Progress Reports	
	Marketing for next school year begins	Share updates via Progress Reports	June 2025
Implementation	King County Day of Play	Share updates via Progress Reports	September 2025
	Fall Sport Season Begins	Share updates via Progress Reports	October 2025

	Spring Season Begins	Share updates via Progress Reports	April 2026
	Tukwila Cup	Share updates via Progress Reports	June 2026
Closeout	Final billing		August 2026
	Closeout	Final Report	November 2026

The Grantee shall not make any significant changes to an approved project without prior written consent of the County. Significant changes include, but are not limited to, a change to the timeline that falls outside the contract period or a shift of more than twenty percent of funds within the approved grant budget over the term of this Exhibit. If changes are necessary and approved by the County, such changes will be formalized in a written amendment signed by all parties.

EXHIBIT B – PROJECT BUDGET

Personnel Costs	\$33,230.00
Program Costs	\$66,770.00
Indirect Costs	\$0.00
Total	\$100,000.00

Grant Budget Changes

With written approval from the County, the Grantee may reallocate grant funds across budget line items within twenty percent of the total grant budget without requiring an official contract amendment. Indirect costs shall not exceed twenty percent of direct costs.

Budget Line Items Descriptions

Personnel Costs include but are not limited to staff pay and benefits.

Program Costs include but are not limited to meals, transportation, and gym supplies.

Indirect Costs include expenses of doing business that are not readily identified with a particular grant, contract, project, function, or activity, but are necessary for the general operation of the organization or performance of the organization’s activities.

EXHIBIT C – INSURANCE REQUIREMENTS

1. Insurance Requirements

1.1. Grant Recipient shall purchase and maintain for the entire term of this Agreement or as otherwise stated in this Exhibit, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

1.2. Each insurance policy shall be written on an "occurrence" basis.

2. Evidence and Cancellation of Insurance

2.1. Within thirty (30) days of contract execution and upon request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement which is to be maintained for the entire term of the Agreement or as otherwise stated in this Exhibit. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Certificate Holder: King County Parks, 201 S. Jackson Street, Suite 5702, Seattle, WA 98104. Electronic evidence of insurance documents may be emailed to: ParksGrants@kingcounty.gov.

2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

3. Minimum Scope and Limits of Insurance

3.1. Grant Recipient shall maintain the following types of insurance and minimum insurance limits:

- 3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, ongoing operations, premises liability, products and completed operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including, but not limited to, additional insured status for the County.
- a. If the Grant Recipient will be using grant funds for youth sports activities, the Commercial General Liability policy shall not contain a CTE/Concussion exclusion.
 - b. If the Grant Recipient or its Contractor(s) will be working directly with youth, Sexual Misconduct Liability coverage with minimum limits of \$1,000,000 per occurrence and in the aggregate shall be provided. Such coverage may be included under a Commercial General Liability policy or provided by a standalone policy.
- 3.1.2. Automobile Liability: If transportation will be provided, Grant Recipient and/or its transportation Contractor(s) will maintain Automobile Liability insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
- 3.1.3. Workers Compensation: If Grant Recipient or its Contractor(s) have employees, then Workers Compensation coverage shall be maintained, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or “Other States” State Law.
- 3.1.4. Employers Liability or “Stop Gap” coverage: If Grant Recipient or its Contractor(s) have employees, then Employers Liability or “Stop Gap” coverage shall be maintained with a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection

provided by the “Stop Gap” endorsement to the commercial general liability policy.

3.1.5. Fidelity and Crime Insurance. If a Fiscal Sponsor is a party to this Agreement, Fiscal Sponsor(s) shall procure and maintain Fidelity and Crime insurance with a minimum limit equal to the grant amount. Coverage shall include ‘Join Loss Payable’ ISO form CR 20 15 10/10 or substantive equivalent; and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.

4. Other Insurance Provisions and Requirements

4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:

4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:

4.1.1.1. King County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.

4.1.2. With respect to all liability policies (except Workers Compensation):

4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any of Grant Recipient’s, or Contractor(s) insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.

4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer’s liability.

5. Deductibles/Self-Insured Retentions

5.1. Any deductible and/or self-insured retention of the policies shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.

6. Acceptability of Insurers

6.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

7. Self-Insurance

7.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Further, if Grant Recipient maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.

8. Contractors

Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. Contractor(s) must include the County, its officials, agents, and employees as additional insured for full coverage and policy limits on its Commercial General Liability insurance and, if applicable, its Automobile Liability insurance. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

EXHIBIT D – CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT(S)

Certificate Of Completion

Envelope Id: 7DE87FCE-2A47-4A8A-BC1B-BA44D1C865A4	Status: Sent
Subject: City of Tukwila Parks and Recreation - Tukwila Sports Academy - Grant Agreement 6457990	
Source Envelope:	
Document Pages: 22	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Parks Grants
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	401 5TH AVE
	SEATTLE, WA 98104
	parksgrants@kingcounty.gov
	IP Address: 3.132.16.71

Record Tracking

Status: Original	Holder: Parks Grants	Location: DocuSign
1/16/2025 8:14:08 AM	parksgrants@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Dept of Natural Resources & Parks-Parks	Location: DocuSign

Signer Events

Signature	Timestamp
Tom McLeod mayor@tukwilawa.gov Security Level: Email, Account Authentication (None)	Sent: 1/16/2025 8:26:20 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Warren Jimenez
wjimenez@kingcounty.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/16/2020 11:32:05 AM
ID: e1b2fdbbc-66a3-41ef-9a99-bebbac2271d5

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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David Rosen
david.rosen@tukwilawa.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/16/2025 8:26:20 AM
Viewed: 1/16/2025 10:20:18 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

PASS
ParksPurchasing@kingcounty.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Elise Hirschi

ehirschi@kingcounty.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 11/5/2024 4:04:15 PM

ID: 4a4cc97f-88b0-4668-80a3-251ed4a00409

Austin Robinson

aurobinson@kingcounty.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

1/16/2025 8:26:21 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 16:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 16 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 16

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 16

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify King County-Department of 16 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 16 during the course of your relationship with King County-Department of 16.