



INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**
Thomas McLeod, City of Tukwila Mayor

FROM: **Pete Mayer, Parks & Recreation Director**
BY: **David Rosen, Parks & Recreation Analyst**

DATE: **October 6, 2025**

SUBJECT: **Grant Acceptance: King County Youth Amateur Sports Grant**
Tukwila Community Center Turf Field Installation

ISSUE

The City of Tukwila Parks & Recreation Department has been awarded a \$250,000 King County Youth Amateur Sports Grant (YASG) award. Per city policy, a grant agreement for this amount of funding requires city council approval before the Mayor may sign the contract for execution and recording.

BACKGROUND

Enhancing and improving the Tukwila Community Center campus was identified as a priority project in the 2020 Parks, Recreation, and Open Space (PROS) Plan. In 2024, the City of Tukwila contracted with the Berger Partnership to engage in a park master planning process for the Tukwila Community Center Campus. This work led to the creation of concept plans for the entire campus, which included a conversion of the current athletic field onsite from natural grass to artificial turf accompanied by the installation of other amenities such as lighting, backstops, dugouts, and more. The Parks and Recreation Advisory Committee reviewed the conceptual master plan in April of 2024.

In the Spring of 2025, department staff sought to prepare and submit a grant application to the King County Youth Amateur Sports Grant program, which specifically provides funding to “support fit and healthy communities by investing in programs and capital facility projects that increase access to sports, play, and outdoor recreation.” The city was awarded its full funding request on July 23rd, 2025.

The City’s 2025-2030 Capital Improvement Program (CIP) defines the TCC Campus Master Plan project (#72530301), including estimated project costs and funding sources. Staff are taking the next step in executing the approved project.

DISCUSSION

Project Overview

The Tukwila Community Center Turf Field Installation is a conversion of the community center’s current natural grass field in the NE quadrant of the campus to a synthetic playing surface. The project will also include a relocation/re-orientation of the backstop from the SW corner of the field to the NW corner, installation of field safety netting, lighting to allow for year-round usage, and placement of multiple sets of lines to outline multiple field configurations for multi-sport usage of the facility. Additional improvements are likely to include improved plantings and pathway integrations with what is already onsite. These improvements will increase year-round access to active field play opportunities at the Tukwila Community Center and will increase revenue earning potential of the facility via rental of the fields to individuals and other organizations.

The YASG award will provide \$250,000 in local grant funding, equivalent to approximately 16% of the total estimated project cost (design development, construction drawings, construction, and project management) of \$1.55M at the time of the grant application's submission. These materials will be brought before council before the issuance of an RFP for construction contractors, currently planned for release in Fiscal Year 2027.

The immediate next phases of work include creation and submittal of preliminary designs, final designs, and construction documents, bid preparation, contract administration, and project management. Preliminary project milestones include:

Year	Milestone	Target Date
2026	Submit Preliminary Designs to County	2/28/26
	Submit Final Designs to County	6/30/26
	Complete Construction Documents	10/31/26
2027	Finalize Permits	5/31/27
	Construction Starts (Est.)	6/30/27
	Construction Completed (Est.)	12/31/27
2028	Agreement End Date	3/31/28

Note: The dates above are subject to change

Grant Agreement

Per King County guidelines, the agreement shall have an initial term of approximately two and three quarters years, starting on 07/23/2025, the date the city was notified of the grant award, and currently ending on March 31, 2028. However, if necessary, the city may seek extensions to allow for project completion. The grant agreement includes a description of the intended use and purpose of a funded project and the long-term obligations, including provisions should there be a change in use of the area as a park and recreation site. It also contains Standard Terms and Conditions which provides a comprehensive list of the contractual obligations. The remainder of the grant agreement includes other documents, such as eligible scope activities and legal description.

The grant agreement has been reviewed and approved to form by the City Attorney.

FINANCIAL IMPACT

The YASG award has no match requirement, and the city has already secured additional funding resources to support the project. While these funds are secured, they are not yet executed contractually, department staff anticipate doing so in Q1/Q2 of FY26. The additional funding secured for this project is as follows:

Fund Source	Amount
King County 2026-2031 Parks Levy Earmark	\$1,000,000
	\$1,000,000

Therefore, including the YASG award, the city has secured \$1.25M in grant funding against the project's anticipated total cost of \$1.55M, representing approximately 81% of total project cost. The remaining funding needed is in hand within the Land Acquisition, Recreation, and Park Development Fund (301) in the form of Park Impact Fees. Department staff continue to research other funding sources that may be secured or substituted. Approval of the proposed grant agreement does not create any net General Fund inflows or outflows.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward the proposed grant agreement to the October 20th Regular Meeting Consent Agenda for final approval.

ATTACHMENTS

A --- Proposed King County Capital Project Grant Agreement (Contract #6492332)

B --- Proposed TCC Campus Master Plan Concept

C --- Concept Design Renderings of TCC Turf Field Project



CAPITAL PROJECT GRANT AGREEMENT

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

Grant
Recipient: **City of Tukwila Parks and Recreation**

Project: **Tukwila Community Center Turf Field Installation**

Contract #: **6492332** Project#: **1148647** Task #: **1.14**

Amount: **\$250,000.00**

Effective Date: _____ Agreement End Date: **03/31/2028**

THIS AGREEMENT ("Agreement") (CPA# 6492332) is entered into between King County (the "County"), and City of Tukwila Parks and Recreation (the "Grant Recipient") (collectively the "Parties") for a capital project that reduces barriers and increases access to physical activities using a Youth and Amateur Sports Grant ("YASG").

RECITALS

- A. The Grant Recipient is a **City or Town** that provides youth or amateur sports.
- B. King County, a home rule charter 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 to construct, renovate, or rehabilitate a facility in order 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 design, development, and construction of the Facility described in Exhibit A – Map of Facility and Schematic.</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. **MAP OF FACILITY AND SCHEMATIC**

This Agreement applies to the Project to improve the park and recreational facility (“Facility”) which is located at:

Tukwila Community Center, 12424 42nd Ave S, Tukwila, WA 98168
Parcel Number: 0179003239

See **Exhibit A** for a schematic of the Facility and a map of the specific location and boundaries.

3. PROJECT SUMMARY

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

The City of Tukwila Parks & Recreation Department will improve access to recreational opportunities year-round by converting the grass field at Tukwila Community Center to a multi-sport turf surface, providing communities across the city and South King County access to field-based sports throughout the year.

4. SCOPE OF WORK

Grant Recipient shall provide a scope of work (“Scope of Work”), including a project summary, attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project, facility use and programming, and the intended use of the Grant Award Funds to design, develop and construct the Facility.

5. 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 C**. 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 B** and **C**. 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 B** and **C**.

6. GRANT AWARD FUNDS AND DISBURSEMENT

- 6.1 Grant Award Funds.** Grant Recipient has received a YASG award in the amount of \$250,000.00 (“Grant Award Funds”) to construct, renovate, or rehabilitate a facility, in the Project described in Exhibit B, in order 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 on 06/25/2025, and concluding on 03/31/2028.

- 6.2** Pre-Contract Costs. Pre-contract costs are those incurred between 06/25/2025 and the Contract Start Date and are only reimbursable upon request and only after the execution of the contract by the Parties. These costs are allowable for reimbursement to the extent that they are eligible and authorized costs and expenses supported by adequate documentation, as determined by the County, for the work specified in **Exhibit B**. Direct construction costs are not allowed as pre-contract costs and are only eligible if they occur after the contract start date.
- 6.3** 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.
- 6.4** 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.
- 6.5** Invoicing. The County shall initiate authorization for payment and disbursement of Grant Award Funds in a timely manner after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than forty-five (45) calendar days after a complete and accurate invoice and any other required documentation is received from the Grant Recipient and approved by the County.
- 6.6** Final Invoice. Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), 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.

6.7 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.

7. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 03/31/2028 (“Agreement End Date”). This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

8. 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. A one-time, one-year extension to the Contract End Date may be granted without due execution if agreement by both parties is documented in writing, which shall then be incorporated and attached to this Agreement herein.

9. 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 (6500)	12424 42nd Avenue S
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.

10. 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.

11. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables within **Exhibit B**, 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 21, 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.

12. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

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

- 12.1 Events.** Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.
- 12.2 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.
- 12.3 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.
- 12.4 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.

- 12.5** 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.

13. CONSTRUCTION OF THE FACILITY

- 13.1** Capital Improvements. The Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County Parks staff. All contracted work by the Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between the Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

- 13.2** Warranties. With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, the Grant Recipient shall:

- a) Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- b) Require all warranties be executed, in writing;
- c) Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

13.2.1 If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, the Grant Recipient shall correct it promptly.

- 13.3** Right to Inspect – Construction. King County personnel or agents may inspect the construction project at any time provided that such persons observe due regard for workplace safety and security. King County may

require the Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. The Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Project.

- 13.4** Design. The Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Project in concept and reserves the right to approve the final design of the Project, consistent with established zoning, design code, or both.
- 13.5** Construction Site and Work Fencing. The Grant Recipient will be solely responsible for the site work, required permits, and grading for the Project. The Grant Recipient will ensure the work area is properly barricaded, and will ensure that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction areas will be kept clean and organized during development periods. The Grant Recipient will be responsible for site security, traffic, and pedestrian warnings at the site during the development and construction phases.
- 13.6** Alteration of Site or Facility Post Construction. After the Facility is completed and accepted by the Grant Recipient and King County as defined herein, the Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.
- 13.7** Development and Construction Fees and Expenses. The Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.
- 13.8** Public Works Laws. To the extent applicable, the Grant Recipient will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages ([see RCW 39.12](#)), retainage ([see RCW 60.28](#)), bonding ([see RCW 39.08](#)), use of licensed contractors ([see RCW 39.06](#)), and competitive bidding ([see RCW 36.32](#) and [RCW 35.21.278](#)). The Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

13.9 Construction Contractor Indemnification and Hold Harmless. The Grant Recipient will require its construction contractors and 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 the design, development, and construction of the Facility, except for injuries and damages caused by the negligence of King County.

13.10 Minimum Scope and Limits of Insurance. The Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D** – Insurance Requirements

14. RESTRICTIVE COVENANTS

Upon the Effective Date of this Agreement and prior to distribution of grant funds for the construction of the Facility, Grant Recipient shall sign the Restrictive Covenant Agreement, attached hereto as **Exhibit E**.

15. PUBLIC ACCESS

The Grant Award Funds are provided for the purpose of developing and/or supporting the delivery of sports activities or infrastructure for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County.

The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County as set forth in this Section 6 and the executed and recorded Restrictive Covenant Agreement, attached hereto as **Exhibit E**.

Grant Recipient's duties under this Section 15 will survive the expiration or earlier termination of this Agreement.

16. 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](#).

17. MAINTENANCE OF RECORDS

17.1 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.

17.2 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](#).

17.3 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.

18. 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.

19. 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.

20. 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.

21. TERMINATION

21.1 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.

21.2 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.

21.3 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.

- 21.4 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 6 – Grant Award Funds and Disbursement.

22. 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.

23. 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 further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the 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:

- 23.1** The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- 23.2** Indemnification of claims made by the Grant Recipient's employees or agents; and
- 23.3** 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 23 will survive the expiration or earlier termination of this Agreement.

24. 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.

25. 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.

26. 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.

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

27.1 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.

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

27.3 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 27 shall survive the expiration of this Agreement.

28. CULTURAL RESOURCE PRESERVATION REQUIREMENTS

Grant Recipient agrees to coordinate cultural resource review of the Project with the King County Historic Preservation Program ("HPP") in order to determine potential effects to cultural resources and any necessary mitigation. Grant Recipient further agrees to perform the steps outlined by the HPP for any necessary cultural resource preservation as specified in **Exhibit F**.

29. 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.

30. 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.

31. 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.

32. 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>.

33. WASHINGTON LAW CONTROLLING, WHERE ACTIONS BROUGHT

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.

34. 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.

35. 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.

36. 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.

37. 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 – Map of Facility and Schematic
 - b. Exhibit B – Scope of Work
 - c. Exhibit C – Project Budget
 - d. Exhibit D – Insurance Requirements
 - e. Exhibit E – Draft Restrictive Covenant Agreement
 - f. Exhibit F – Cultural Resource Preservation Requirements
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.

38. 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.

39. 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 – MAP OF FACILITY AND/OR SCHEMATIC

Tukwila Community Center Site Map

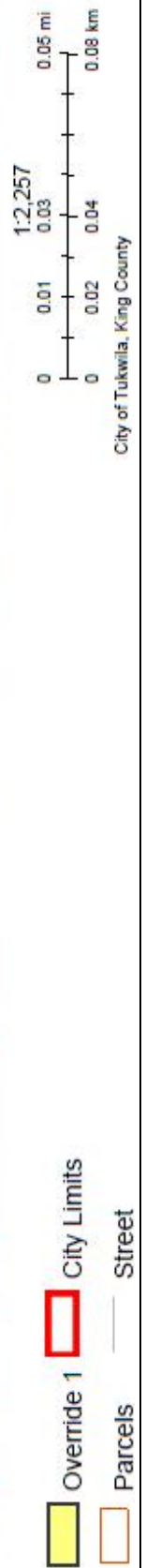


EXHIBIT B – SCOPE OF WORK

Project Summary

Scope of Work Summary: The City of Tukwila Parks & Recreation Department will improve access to recreational opportunities year-round by converting the grass field at Tukwila Community Center to a multi-sport turf surface, providing communities across the city and South King County access to field-based sports throughout the year.

Project Location: Tukwila Community Center, 12424 42nd Ave S, Tukwila, WA 98168

Parcel Number: 0179003239

Total Amount of this Award: \$250,000.00

Total Project Cost: \$1,570,000.00

Activity Timeline & Deliverables

Phase/Task	Deliverables	Activity Description	Date/Timeline
Project Management & Administration Project Management & Administration	Progress Reports	Progress Reports submitted via Grant Portal	Quarterly
Planning Phase	Project Schedule	Submit Project Schedule	January 2026
Preliminary Design	Preliminary Design Plans	Submit Preliminary Design Plans	February 2026
Final Design Phase	Final Design Plans	Submit Final Design Plans	June 2026
	Share updates via Progress Reports	Complete Construction Documentation	October 2026
	Share updates via Progress Reports	Complete Permitting	May 2027
Pre-Construction Requirements	Cultural Resource Preservation Requirement	Complete Cultural Resource Preservation Requirements in alignment with requirements outlined in the Grant Agreement	Due prior to any ground disturbing or construction activities
	Property Use Requirement	Complete a public access property use agreement (e.g., Restrictive Covenant) in alignment with requirements outlined in the Grant Agreement	Due prior to distribution of grant funds for construction
	Construction Evidence of Insurance	Submit Builder's Risk and any remaining evidence of insurance in alignment with requirements outlined in the Grant Agreement	Due prior to construction and/or geotechnical activities

Implementation	Share updates via Progress Reports	Groundbreaking	June 2027
Closeout	Share updates via Progress Reports	Complete Construction	December 2027
	Final Report	Complete Final Report upon project completion	March 2028

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 C – PROJECT BUDGET

Planning Costs	\$100,000.00
Construction Costs	\$150,000.00
Personnel Costs	\$0.00
Indirect Costs	\$0.00
Total	\$250,000.00

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

Planning Costs include but are not limited to planning, design, consultant fees, cultural resources review, and permits.

Construction Costs include but are not limited to turf, lighting, sub-drainage, and other materials or construction activities.

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

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 D – 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, except insurance for Pollution Liability, which may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

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, premises liability, ongoing operations, 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.

3.1.2. Automobile Liability: Grant Recipient and/or its 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. Limit 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. Builder’s Risk / Installation Floater Insurance. If construction activities will be funded by the Grant, Grant Recipient or its Contractor(s) shall procure and maintain, prior to and for the duration of the construction phase of the Project, “All Risk” Builder’s Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder’s Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form). The coverage shall insure for direct physical loss to property of the Project for 100% of the replacement value. The policy shall be endorsed to cover the interests, as they may appear, of King County, Grant Recipient, and Contractor(s) of all tiers. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time, Grant Recipient or its Contractor(s) shall promptly reconstruct, repair, replace, or restore all work and/or materials so destroyed. Policy shall include a waiver of subrogation in favor of King County.

3.1.6. Pollution Liability: If geotechnical work will take place, Grant Recipient or its Contractor(s) shall provide Pollution Liability coverage with minimum limits of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3.1.7. 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)'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. Waiver of Subrogation

5.1. Grant Recipient, its Contractor(s), and their respective insurance carriers release and waive all rights of subrogation against King County, its officials, agents, and employees for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

6. Deductibles/Self-Insured Retentions

6.1. 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.

7. Acceptability of Insurers

7.1. 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.

8. Self-Insurance

8.1. 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.

9. Contractors

9.1. 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 E – DRAFT RESTRICTIVE COVENANT AGREEMENT

When recorded return to:

King County Department of Natural Resources and Parks
Parks and Recreation Division
201 S Jackson Street, KSC-NR
6500 Seattle, WA 98104-3855

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)	
1. <u>Restrictive Covenant</u>	2. _____
3. _____	4. _____
Reference Number(s) of Documents assigned or released:	
Additional reference #'s on page _____ of document	
Grantor(s) Exactly as name(s) appear on document	
1. <u>City of Tukwila Parks and Recreation</u> , _____	
2. _____, _____	
Additional names on page _____ of document.	
Grantee(s) Exactly as name(s) appear on document	
1. <u>King County</u>	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Additional legal is on page _____ <u>EXHIBIT - LEGAL DESCRIPTION</u> _____ of document.	
Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet assigned	
0179003239	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	
"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."	
_____ Signature of Requesting Party	
Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements	

RESTRICTIVE COVENANT AGREEMENT

This Parks One Time Capital Project Restrictive Covenant Agreement (the “Covenant Agreement”) is effective _____, and is made and executed by City of Tukwila Parks and Recreation (“Grant Recipient”), and by and in favor of King County (the “County”), a political subdivision of the State of Washington (the “County”). In this Covenant Agreement, Grant Recipient and the County may also be referred to collectively as the “Parties” and individually as “Party.”

RECITALS

- A. Grant Recipient is the owner of real property located in King County, State of Washington, legally described in **Exhibit A**, attached hereto and made part hereof (the “Property”).
- B. Pursuant to a Parks One Time Grant Agreement, between the County and Grant Recipient, dated _____, in the amount of \$250,000.00 (the “Grant Agreement”), Grant Recipient has constructed a facility (the “Facility”) on the Property to construct, renovate, or rehabilitate a facility, in the Project described in Exhibit B, in order to provide increased athletic opportunities and to address an athletic need for the citizens of King County, Washington. A map of the Property and Facility is attached to and made part of this Covenant Agreement as **Exhibit E-1**.
- C. The purpose of this instrument is to ensure that the Property and Facility will be used for the purposes set forth in the Grant Agreement and will be open and available for public use for a minimum of thirty (30) years.

COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein, the Grant Recipient and the County agree, covenant and declare that the Facility and Property are subject to the following restrictive covenants, which covenants shall run with the land and burden the Property and Facility for the sole benefit of the County, its successors and assigns, and the County land that makes up its public park, recreation, and open space system.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant Agreement and to sustain the validity hereof.

1. Covenants Run with the Land. Grant Recipient and the County agree and declare that the covenants and conditions contained herein touch and concern the land and shall bind and the benefits shall inure to, respectively, Grant

Recipient and its successors and assigns and all subsequent owners of the Property and Facility, and to the County and its successors and assigns and all subsequent owners of the County's benefited property interests, subject to modification thereof as specifically provided below. Each and every contract, deed, or other instrument hereafter executed conveying any portion or interest in the Property and/or the Facility, shall contain an express provision making such conveyance subject to the covenants and conditions of this Covenant Agreement, provided however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed, or other instrument.

2. Grant Recipient Covenants Public Use of Property and Facility for Thirty Years. Grant Recipient covenants and declares on behalf of itself and all heirs, assigns, and successors in interests into whose ownership the Property and/or Facility might pass that the Property and Facility will be preserved and maintained in accordance with the restrictions and obligations described in this Covenant Agreement for at least thirty (30) years. It is the intent of the Grant Recipient that such covenants shall supersede any prior interests Grant Recipient has in the Property and Facility and shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system, and be binding on any and all persons who acquire any portion of, or interest in, the Property or Facility. Grant Recipient and the County agree that King County shall have standing to enforce these covenants.
3. Acknowledgement of Grant Funds Used for Construction (or Specify). Grant Recipient acknowledges that the Facility was constructed on the Property for the purpose of developing and/or supporting the delivery of sports activities or infrastructure for, but not exclusively serving, persons under twenty-four (24) years of age, and low- and moderate-income communities within King County, and that the Property and Facility shall not be converted to a different status or use for a period of thirty (30) years unless a full reimbursement of the YASG award amount is made to King County.
4. Grant Recipient Covenants Use of Property and Facility for Public Use. Grant Recipient covenants and agrees that the neither the Property nor the Facility shall be transferred or conveyed except by a contract, deed, or other instrument expressly making such transfer or conveyance subject to the covenants and conditions of this Covenant Agreement.
5. Grant Recipient Covenants Non-Discriminatory Use of Property and Facility. Grant Recipient covenants that it and any successor in interest will maintain the Property and Facility for public use as required by the Grant Agreement. The Property and Facility shall be open and accessible to the public at reasonable hours and times.

Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County. Grant Recipient covenants that it will not limit or restrict access to and use of the Property and Facility by non-Grant Recipient residents in any way that does not also apply to Grant Recipient residents. Grant Recipient further covenants that any and all user fees charged for the Property and Facility, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-Grant Recipient residents as for the residents of Grant Recipient.

6. Parties Bound. This Covenant Agreement shall benefit and be enforceable only by County and Grant Recipient and their successors or assigns and shall not be enforceable by any third parties.
7. Remedies. The County, its successors, designees or assigns shall have the following remedies against Grant Recipient, its successors, designees or assigns for violation of this Covenant Agreement:
 - 7.1 Default. If Grant Recipient fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant Agreement, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.
 - 7.2 Notice of Default. Before the County pursues a remedy against Grant Recipient for breach of this Covenant Agreement, the County shall provide written notice specifying the default to Grant Recipient. Grant Recipient shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for Grant Recipient to complete such cure, provided that Grant Recipient commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).
 - 7.3 County's Remedies Not Exclusive. The County shall be entitled to all remedies in law or in equity against Grant Recipient in the event of a default.
 - 7.4 No Waiver. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

8. Miscellaneous Provisions.

- 8.1 Agreement to Record. Grant Recipient shall cause this Covenant Agreement to be recorded in the real property records of King County, Washington. Grant Recipient shall pay all fees and charges incurred in connection with such recording and shall provide the County with a copy of the recorded document.
- 8.2 Time of the Essence. Time is of the essence of this Covenant Agreement and of every provision thereof.
- 8.3 Notices. Notices, certificates, reports, or other communications shall be deemed delivered on the third day following the date on which the same have been mailed by certified or registered mail, postage pre-paid, return receipt requested, or on the date on which the same have been personally delivered with proof of receipt, at the addresses specified below, or at such other addresses as may be specified in writing by the parties listed below:

If to King County:

King County Department of

Natural Resources & Parks

Parks and Recreation Division

201 South Jackson Street

Seattle, WA 98104-3855

Attn: Director

If to City of Tukwila Parks and
Recreation:

12424 42nd Avenue S Tukwila,
WA 98168

Attn:

- 8.1 Severability. If any provision of this Covenant Agreement shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 8.2 Amendments. This Covenant Agreement shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.
- 8.3 Governing Law. This Covenant Agreement shall be governed by the laws of the State of Washington and venue shall be in King County Superior

Court.

- 8.4 Reliance. The County and Grant Recipient hereby recognize and agree that the representations and covenants set forth herein may be relied upon by each other.
- 8.5 No Conflict with Other Documents. Grant Recipient and the County warrant that they have not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
- 8.6 Sale or Transfer of the Facility. Grant Recipient agrees to notify the County within 30 days of any transfer of Grant Recipient's ownership interest in the Property and/or the Facility.
- 8.7 Captions. The titles and headings of the sections of this Covenant Agreement have been inserted for convenience of reference only and are not to be considered a part hereof. They shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision thereof or in ascertaining intent, if any question of intent shall arise.
- 8.8 No Third-Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Covenant Agreement.

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 _____

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the GRANT RECIPIENT organization, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

My Commission Expires: _____

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

**DRAFT RESTRICTIVE COVENANT AGREEMENT
EXHIBIT E-1 – LEGAL DESCRIPTION**

**Legal Description provided via Tukwila Resolution #1144 when property was
transferred from King County to the City in 1990**

Tracts 15, 16, 17, and 18 Allentown Addition to City of Seattle, according to the Plat recorded in Volume 12 of Plats, Page 100 in King County, Washington, EXCEPT portion of said Tract 18, heretofore conveyed to King County by Deed recorded under Auditor's File No. 2625173, in King County, Washington, for road and highway and EXCEPT that portion of Tract 18 described as follows:

Beginning at the NW corner of Tract 18 and the intersection of 42nd Avenue South and South 124th Street;

thence East along the South margin line of South 124th Street, 100 feet;
thence Southerly 100 feet to a point which is 100 feet East of the East margin line of 42nd Avenue South;

thence West 100 feet to the East margin of 42nd Avenue South at a point 100 feet South of the point of beginning;
thence North 100 feet to the point of beginning.

**DRAFT RESTRICTIVE COVENANT AGREEMENT
EXHIBIT E-2 –
PROPERTY/FACILITY MAP**

EXHIBIT F – CULTURAL RESOURCE PRESERVATION REQUIREMENTS

Based on the initial cultural resources review, the following recommendation(s) is/are conditions and/or requirements for this Project:

The Grant Recipient shall retain a qualified professional archaeologist to survey all parts of the project area where project-related ground disturbance will occur. The professional archaeologist may contact the King County Historic Preservation Program's Archaeologist, Philippe LeTourneau (206-477-4529 or philippe.letourneau@kingcounty.gov), with any questions about the scope of work. The professional archaeologist shall complete a survey report that meets the Washington Department of Archaeology and Historic Preservation's reporting standards, create a new project in WISAARD (as needed), upload the report, and add the King County Historic Preservation Program (not DNRP or Parks) as an Organization and Phil LeTourneau as an individual (KC HPO affiliation) with Editor access. The survey report shall include 1) a USGS topographic map and an aerial photograph showing shovel probe locations and 2) detailed stratigraphic information for the surveyed area. The professional archaeologist shall notify the Affected Indian Tribes of their field schedule so that the Tribes can send staff to observe the field work. Prior to construction, the Grant Recipient will submit a copy of the report to the King County Historic Preservation Program's Archaeologist. The Grant Recipient will be required to comply with any recommendations made by the King County Historic Preservation Program's Archaeologist because of the professional archaeologist's work. Additional investigations could be required to comply with state laws and regulations related to cultural resources if significant cultural resources are identified during the survey investigation. The Grant Recipient shall Cc their King County Parks Grant Manager on all emails with Historic Preservation Program staff.



