

## GRANT AGREEMENT

Subject to the terms of this Agreement (the “Agreement”), effective April 29, 2022 (“Effective Date”), the Outdoor Foundation, a Colorado non-profit association (hereafter the “FOUNDATION”), grants to the Seattle Parks Foundation, a Washington non-profit organization (hereafter “GRANTEE”) the grant in the amount set forth on Exhibit A (the “Grant”). The Grant, including any interest earned thereon, is contingent upon the GRANTEE’s agreement to the terms and conditions, and certain obligations, set forth below, and may be used only for the purpose stated in this Agreement in connection with Thrive Outside Seattle (“the Project”).

1. Workplan, partners, and use of funds.

- a. The workplan set forth on Exhibit A (“Workplan”) describes the Project, including the activities and deliverables GRANTEE is obligated to provide, the time frame and budget GRANTEE is obligated to follow, and the payment schedule. GRANTEE agrees to comply with the Workplan.
- b. All Grant amounts must be matched by GRANTEE at least one-to-one (1:1) by the end of the Term (the “Match”). GRANTEE is required to submit annual reports and other financial statements setting forth GRANTEE’s progress towards the Match. In the event GRANTEE fails to fundraise the Match by the end of the Term, or in the FOUNDATION’s reasonable judgment at anytime seems unlikely to fundraise the Match, the FOUNDATION shall have the right to revise the Workplan, terminate the Grant payments or require a refund of all or a portion of the Grant funds, in the FOUNDATION’s sole discretion.
- c. The total amount of the Grant is capped at the amount set forth on Exhibit A. Use of Grant funds is restricted to the tax-exempt purpose of the Project as described in the Workplan and funds may not be used for any other purpose without the FOUNDATION’s prior written approval. If any portion of the Grant is unexpended or uncommitted at the end of the Project or the termination of this Agreement, such portion must be returned promptly to the FOUNDATION. Any changes to the budget as set forth on Exhibit A over 10% must receive written approval by the FOUNDATION.

2. Representations and Warranties. GRANTEE represents and warrants that (i) GRANTEE is in good standing under the laws of its state of incorporation; (ii) GRANTEE is exempt from federal income tax under law; (iii) GRANTEE’s execution, delivery and performance of this Agreement will not conflict with, violate or result in the breach of any agreement or any law to which it is subject; (iv) GRANTEE has the capability, expertise and means required to perform the activities and provide the deliverables set forth in the Workplan; and (v) the activities performed and deliverables provided by GRANTEE will not infringe the intellectual property, personal or other property rights of any third party.

3. GRANTEE Responsibilities. GRANTEE shall:
  - a. respond in a timely manner to the FOUNDATION's requests for updates regarding the Project, participate in regular check-ins with the FOUNDATION, and cooperate with the FOUNDATION in implementing the Project;
  - b. submit narrative and financial reports regarding the Project in a timely manner as set forth in the Workplan. All narrative and financial reports must comply with the format provided by the FOUNDATION, contain the official Project title and be submitted electronically to Jacob Fisher, [jfisher@Outdoorfoundation.org](mailto:jfisher@Outdoorfoundation.org) by the due date. All questions, reports and correspondence should include the Project title and be directed to Jacob Fisher, [jfisher@Outdoorfoundation.org](mailto:jfisher@Outdoorfoundation.org);
  - c. designate a main contact, [leah@seattleparksfoundation.org](mailto:leah@seattleparksfoundation.org), who will be primarily responsible for communicating with the FOUNDATION regarding the Project;
  - d. not expend, directly or indirectly, any Grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code;
  - e. notify the FOUNDATION immediately of any change in (a) GRANTEE'S legal or tax status, (b) GRANTEE'S executive, main contact or key staff responsible for the Project, (c) GRANTEE'S ability to meet the Match or to expend the Grant for the intended purpose, and (d) any expenditure from this Grant for any purpose other than the Project;
  - f. maintain books and records adequate to demonstrate that it maintained the Grant funds in a separate fund dedicated to the purpose for which the Grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, Grant funds have been expended, in each case consistent with generally acceptable accounting practices;
  - g. give the FOUNDATION reasonable access to the GRANTEE's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the Grant, and to maintain such files and records for a period of at least four (4) years after completion or termination of the Project; and
  - h. return to the FOUNDATION any unexpended funds or any portion of the Grant that is not used for the Project.
4. Payment of the Grant: GRANTEE shall receive the Grant funds in installments as set forth on Exhibit A. The first installment will be paid within thirty (30) business days of mutual execution of this Agreement and the FOUNDATION's receipt of GRANTEE's W-9 form and invoice. Grant payments are contingent upon GRANTEE meeting all reporting obligations and making satisfactory progress towards the Match, as set forth in this Agreement and on Exhibit A.
5. Publicity. GRANTEE grants the FOUNDATION the right to include information about this Grant and GRANTEE in the FOUNDATION's periodic public reports, newsletter, news releases, social media postings, and on the FOUNDATION's website. This information includes the amount and purpose of the Grant, GRANTEE's logo or trademark, photographs provided by GRANTEE or that the FOUNDATION has taken or commissioned of GRANTEE or its employees, members or participants in the activities, and other information and materials about GRANTEE'S organization and its activities. The GRANTEE may publicly acknowledge the Grant to include building signage, project descriptions, or other GRANTEE external communications, such as annual reports, websites, social media, or other platforms, provided that GRANTEE shall not issue any such disclosure (other than in its annual reports and tax returns) without the FOUNDATION's prior review and written approval. If the GRANTEE plans to produce significant signage, media releases or stories about the FOUNDATION's commitment, or to use logos and trademarks of the FOUNDATION, GRANTEE shall contact the FOUNDATION in advance to obtain permissions and approved logos and trademarks. Such requests shall be directed to Andriana Rogers, [arogers@outdoorindustry.org](mailto:arogers@outdoorindustry.org).

6. Subcontractors and Subgrantees. GRANTEE agrees that, if it engages subcontractors or subgrantees (“Subcontractor”) to help carry out the Project, it is responsible for ensuring that such Subcontractors are bound by the terms and conditions of this Agreement.
7. Confidentiality. Each party (the “Recipient”) acknowledges that it will have access to certain confidential information of the other party (the “Disclosing Party”) concerning the Disclosing Party’s Confidential Information. “Confidential Information” means a party’s business, plans, products and services, including the terms and conditions of this Agreement and other information that is identified as confidential, and any information that the Recipient knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party. Recipient will maintain the confidentiality of the Disclosing Party’s Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Recipient’s duty under this paragraph. The Recipient will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
8. Compliance With Laws. GRANTEE agrees that it and any of its employees, agents, contractors and consultants shall comply with all applicable federal, state, and local laws, regulations, and rules and, upon request, shall provide the FOUNDATION with documentation of such compliance.
9. Indemnification. GRANTEE shall indemnify, defend, and hold harmless the FOUNDATION and its officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys’ fees and costs, arising from or relating to (a) GRANTEE’s performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of GRANTEE, its employees, agents, contractors, or consultants. This provision shall survive the termination of this Agreement.
10. Term, Termination and Postponement.
  - a. This Agreement shall become effective upon execution and will continue in full force and effect unless and until terminated by the FOUNDATION in accordance with its terms or the Project is completed (the “Term”).
  - b. The FOUNDATION may, in its sole discretion and in addition to any other legal or equitable remedies it may have, terminate, postpone, or cancel any or all Grant payments if: (1) GRANTEE fails to complete and/or make satisfactory progress towards the Project or attaining its Match; (2) GRANTEE’s application or any required report is inaccurate in any material respect; (3) GRANTEE substantially fails to perform any of its responsibilities required by the terms of this Agreement; or (4) GRANTEE has a substantial unexpended balance of Grant funds on hand.
  - c. GRANTEE agrees to give immediate written notice to the FOUNDATION and, upon demand, repay all or any portion of the Agreement funds paid by the FOUNDATION and the FOUNDATION may terminate this Agreement immediately, if GRANTEE ceases to be exempt from federal income tax for any reason, breaches this Agreement or violates any applicable laws.
  - d. In the event the FOUNDATION terminates this Agreement or the Grant payments, the FOUNDATION may require the return of all or any part of the Grant funds not properly

spent or irrevocably committed to third parties, which GRANTEE shall immediately repay to the FOUNDATION.

11. Notices. All notices shall be in writing and shall be delivered personally or by confirmed electronic mail, a recognized overnight courier service, or United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice.

If to GRANTEE:  
Seattle Parks Foundation  
Rebecca Bear, President and CEO  
1501 E Madison St, Seattle, WA 98122  
206-332-9900

If to the FOUNDATION:  
The Outdoor Industry Foundation  
Stephanie Maez, Managing Director  
2580 55<sup>th</sup> Street, Suite 101  
Boulder, CO 80301

12. No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.
13. Governing Law. This Agreement, and any grant awarded by the FOUNDATION, shall be governed by and construed in accordance with the laws of the state of Colorado without regard to the law of conflicts of law.
14. Additional Terms. The Grant does not create any employer-employee relationship, agency relationship, partnership, or joint venture between the parties, and GRANTEE shall make no such representation to anyone. The failure of the FOUNDATION to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights. This Agreement, and any of the rights or obligations under the Grant may not be assigned without the FOUNDATION's prior written approval. The terms and conditions of this Agreement are severable, and if any term or condition is found to be invalid or unenforceable, all other provisions shall remain fully valid and enforceable.
15. Complete Agreement. This Agreement, including all attachments (which are incorporated by reference herein), is the parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. No change to this Agreement will be effective unless signed by both parties.

*Signature Page Follows*

**ACCEPTED AND AGREED:**

BY:   
Signature of Grantee

Rebecca Bear  
Print Name

Seattle Parks Foundation  
Grantee

5/9/22  
Date

BY: Stephanie Maez  
Signature of Foundation Executive Director

Stephanie Maez  
Print Name

5/10/22  
Date

2022  
Indicate Fiscal Year End

## Exhibit A : Grant and Workplan

### **Grant Amount and Budget**

- Grant amount to be awarded: \$300,000.00
- Budget: To be added as addendum
- Network Plan: To be added as addendum

### **Activities, Deliverables and Timefram:**

May 1, 2022 – April 30, 2025

### **Year 1 milestones and deliverables:**

- Meet required financial match
- Establish Steering Committee and governance structure between partner organizations
- Participate in FOUNDATION evaluation and research
- Develop Network Plan, Budget and strategy for Thrive Outside Seattle
- Participate in both monthly and quarterly national network calls

### **Communication, Check-ins and Reporting:**

- GRANTEE shall respond in a timely manner to all of the FOUNDATION's requests for information. Check-ins may be by phone call, e-mail or in-person meeting.
- GRANTEE shall submit to the FOUNDATION an annual report, which shall include financial information, program narrative, and participation/evaluation data.
- FOUNDATION will provide check-in requirements and reports at least 30 days prior to due date

<b>Reports and Check-ins</b>	<b>Due Date</b>
Bi-Annual Check-in and report	December 31, 2022
Annual Report	June 1, 2023
Bi-Annual Check-in and report	December 31, 2023
Annual Report	June 1, 2024
Bi-Annual Check-in and report	December 31, 2025
Final Report	June 1, 2025

### **Payment Schedule:**

The following payment schedule is set forth. GRANTEE will submit invoices for all payments.

### **Year 1**

\$100,000      Paid upon signed grant agreement, W-9 and invoice from GRANTEE

**Year 2**

\$100,000      Paid upon submission of annual report and invoice from GRANTEE

**Year 3**

\$100,000      Paid upon submission of annual report and invoice from GRANTEE

Outdoor Foundation reserves the right to withhold the final 10% of this budget until final reports have been submitted.