

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Study Session Meeting Agenda  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
February 16th, 2022  
6:00 p.m.

**Deputy Mayor Hogan, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

You may attend this meeting virtually via the platform Zoom by clicking the following link <https://zoom.us/j/92088534800?pwd=VzcwdC9CZ05hc1d2OXhFeHNBaFJLQT09>, by telephone by dialing 1-253-215-8782 and entering Meeting ID: 920 8853 4800 and the passcode 259866, or in person at the Orting City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and non-vaccinated attendees shall wear a face covering. If you log in at zoom.com, you will need to enter the meeting ID 920 8853 4800, the passcode 259866, and your name.

### **2. COMMITTEE REPORTS.**

- A. Public Works  
**CM Bradshaw & CM Williams**
- B. Public Safety  
**CM Moore & CM Koenig**
- C. Community and Government Affairs  
**CM Gunther & CM Tracy**

### **3. STAFF REPORTS.**

### **4. AGENDA ITEMS.**

- A. **AB22-14** – Potential Manufactured Home Code Amendments.  
Emily Adams
- B. **AB22-15** – Puget Sound Regional Council General Assembly.  
Mayor Penner and Scott Larson
- C. **AB22-08** – Daffodil Festival Sponsorship.  
Scott Larson
- D. **AB22-13** – Seek Grant.  
Scott Larson and Kim Agfalvi

### **5. EXECUTIVE SESSION.**

### **6. ADJOURNMENT.**

**Motion: To Adjourn.**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Potential Manufactured Home Code Amendments</b>	<b>AB22-14</b>			
			<b>2.16.2022</b>	<b>n/a</b>
	<b>Department:</b>	Planning		
	<b>Date Submitted:</b>	<b>2.9.2022</b>		
<b>Cost of Item:</b>	<u>\$NA</u>			
<b>Amount Budgeted:</b>	<u>\$NA</u>			
<b>Unexpended Balance:</b>	<u>\$NA</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Emily Adams (Planner)</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Staff Memo			
<b>SUMMARY STATEMENT:</b>				
<p>Staff is looking to Council for direction on whether code amendments should be pursued that would require manufactured homes placed on individual lots to be new.</p> <p>If Council would like this amendment to be pursued staff will prepare the amendments take them to planning commission for a public hearing, review and recommendation and then they would come before Council for review and a decision.</p>				
<b>Recommended Action: <u>Action:</u></b>				
Informational purposes only.				




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<b>TO:</b>	Mayor Penner and City Councilmembers	<b>DATE:</b>	February 9, 2022
<b>FROM:</b>	Emily Adams, AICP Contract City Planner	<b>PROJECT NO.:</b>	n/a - proposed
		<b>PROJECT TYPE:</b>	Orting Municipal Code Amendment
<b>SUBJECT:</b>	Manufactured Homes		

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**Background**

In the City of Orting regulations are in place specifically for both mobile and manufactured homes. Per OMC 10-14-3 parking or occupying a mobile home outside an approved manufactured home park is not allowed, with a few exceptions. Exceptions include an unoccupied one in a private grange, a sale lot, or temporary parking per OMC 10-14-3.C.

For manufactured homes, Orting has far less regulations. Manufactured homes are permitted on legal lots in the Residential Conservation (RC), residential Urban (RU) and Residential Multi-Family (RMF) zones. They must be on a permanent foundation and meet the following definition: A dwelling unit manufactured off-site in a factory, transported to the site and placed on a permanent foundation and bearing an insignia by a state or federal regulatory agency indicating that the building complies with all applicable construction standards of the U.S. Department of housing and urban development's definition of a manufactured home. They must also meet all applicable development/zoning regulations (setbacks, coverage etc.) as well.

State law allows manufactured homes to be further regulated, though the state legislature since 2004 has required cities and counties to regulate manufactured homes built to federal manufactured housing construction standards no differently than they regulate other types of homes.<sup>1</sup> However, under those regulations, cities may require that manufactured homes<sup>2</sup>:

- (1) be new manufactured homes;
- (2) be set on a permanent foundation;
- (3) comply with any local design standards that may apply to all other homes in the neighborhood in which the manufactured home is to be located;
- (4) be thermally equivalent to the state energy code; and/or
- (5) otherwise meet requirements for a "designated manufactured home" in RCW 35.63.160.

The City’s Building Official requested that the City’s code be looked at to potentially be amended to require manufactured homes placed on individual lots to be new (in compliance with item (1), above). This will mainly ensure the homes are up to current Codes and conform to the surrounding residential atmosphere.

<sup>1</sup> <https://mrsc.org/Home/Explore-Topics/Planning/Housing/Local-Land-Use-Regulation-of-Manufactured-Housing.aspx>

<sup>2</sup> RCW 35A.21.312

## Request

Staff has not yet written up proposed code amendments for the Orting Municipal Code related to this topic. Staff is looking to Council for input on whether Council would like to see this amendment topic move forward.

## Code Examples

### *Town of Eatonville*

16.27.010 The use of manufactured homes.

A “designated manufactured home” may be used as a single-family dwelling unit; provided, that it meets all of the following criteria:

- A. It is a “new manufactured home,” which means any manufactured home required to be titled under RCW Title 46, which has not been previously titled to a retail purchaser, and is not a “used mobile home” as defined in RCW 82.45.032(2); and
- B. It is set upon a permanent foundation, as specified by the building official, and the space from the bottom of the home to the ground is enclosed by load-bearing concrete; and
- C. It complies with all zoning, design and land use regulations applicable to single-family dwelling units at the subject location; and
- D. It complies with town of Eatonville design standards applicable to all other single-family homes located in the town of Eatonville.

### *City of Enumclaw*

19.32.050 Manufactured homes on individual lots.

No manufactured or modular home shall be placed on an individual lot except as provided for in this section or as otherwise provided for in this title. A manufactured home that is placed on an individual lot pursuant to this section shall be considered a single-family detached dwelling unit. Such manufactured home shall:

- A. Be placed on a permanent foundation as specified by the manufacturer, and the space from the bottom of the home to the ground shall be enclosed by concrete or an approved concrete product which can be either load bearing or decorative, and set up in accordance with building code requirements.
- B. Comply with all local design standards applicable to all other homes within the neighborhood in which the manufactured home is to be located, including the development standards of the zoning district.
- C. Be comprised of at least two fully enclosed parallel sections each not less than 12 feet wide by 36 feet long.
- D. The manufactured home shall be a new manufactured home or otherwise meet all requirements for a designated manufactured home as defined in RCW 35.63.160, including requirements that the unit was originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch; and that the unit has exterior siding similar in appearance to siding materials commonly used on conventional site-built Uniform Building Code single-family residences.
- E. The manufactured home shall be thermally equivalent to the State Energy Code.



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Puget Sound Regional Council (PSRC) General Assembly</b>	<b>AB22-15</b>			
			<b>2.16.2022</b>	<b>2.23.2022</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>2.11.2022</b>		
<b>Cost of Item:</b>	₪			
<b>Amount Budgeted:</b>	₪			
<b>Unexpended Balance:</b>	₪			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>City Clerk</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Email from PSRC				
<b>SUMMARY STATEMENT:</b>				
<p>Puget Sound Regional Council’s general assembly will meet on May 26<sup>th</sup>, 2022 to vote on major decisions, establish budget, and elect new officers.</p> <p>All mayors, county executives, commissioners, and councilmembers of PSRC member jurisdictions and tribes have votes at the Assembly and are encouraged to participate. One elected official from the City of Orting is needed to participate and be counted towards the quorum.</p> <p>The Assembly will meet on May 26<sup>th</sup> from 10:00am – 1:00pm. Location and/or remote participation TBD. If the meeting is in person, the City of Orting will cover all costs for the participant.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
<p>A councilmember may volunteer or the council can forward this item to the next council meeting to nominate a councilmember to represent the City of Orting at the PSRC General Assembly on May 26, 2022.</p>				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD				

**From:** [Kim Agfalvi](#)  
**To:** [Mayor Penner](#)  
**Subject:** FW: Save the Date! PSRC General Assembly, May 26, 2022  
**Date:** Friday, February 4, 2022 11:31:52 AM

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Mayor,

I sent this to Scott and he was wondering if you had plans to attend? Please see the email below.

Kim Agfalvi  
City Clerk, City of Orting  
104 Bridge St S.  
PO Box 489  
Orting, WA 98360  
360-893-9008  
Fax 360-893-6809

NOTICE OF PUBLIC DISCLOSURE: This email is public domain. Any correspondence from or to this email account may be public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

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**From:** Kim Agfalvi  
**Sent:** Friday, February 4, 2022 11:16 AM  
**To:** Scott Larson <SLarson@cityoforting.org>  
**Subject:** Fwd: Save the Date! PSRC General Assembly, May 26, 2022

Forwarding this to you. Not sure if you get it already

Kim Agfalvi, City Clerk  
104 Bridge St S. Orting, WA 98360  
[Kagfalvi@cityoforting.org](mailto:Kagfalvi@cityoforting.org)  
360-893-9008

Begin forwarded message:

**From:** Sheila Rogers <[SRogers@psrc.org](mailto:SRogers@psrc.org)>  
**Date:** February 4, 2022 at 11:12:17 AM PST  
**To:** Sheila Rogers <[SRogers@psrc.org](mailto:SRogers@psrc.org)>  
**Subject:** Save the Date! PSRC General Assembly, May 26, 2022

## SAVE THE DATE

Puget Sound Regional Council  
2022 Annual General Assembly



PSRC's General Assembly will meet on May 26, 2022, to vote on major decisions, establish the budget, and elect new officers. Please save the date!

SAVE THE DATE

May  
**26**

10:00 AM - 1:00 PM

Location and/or remote  
participation TBD.

All mayors, county executives, commissioners, and councilmembers of PSRC member jurisdictions and tribes have votes at the Assembly and are encouraged to participate. We need at least one elected official from your jurisdiction to participate and be counted toward the quorum.

Registration will open in early April.

For questions, please contact Sheila Rogers at 206-354-6560 or [srogers@psrc.org](mailto:srogers@psrc.org).

**Sheila Rogers**  
Executive Administrator

Executive Director's Office  
C: 206-354-6560 | [srogers@psrc.org](mailto:srogers@psrc.org)  
[psrc.org](http://psrc.org) | 1011 Western Avenue – Suite 500 | Seattle, WA 98104-1035



Puget Sound Regional Council

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[Login](#)

To: [kagfalvi@cityoforting.org](mailto:kagfalvi@cityoforting.org)

Message Score: 1

High (60): **Pass**

From: [srogers@psrc.org](mailto:srogers@psrc.org)

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

[Block](#) this sender

[Block](#) psrc.org

*This message was delivered because the content filter score did not exceed your filter level.*





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Resolution No. 2022-02, City Sponsorship of the Daffodil Festival.</b>	<b>AB22-08</b>	<b>CGA</b>		
		<b>2.3.2022</b>	<b>2.16.2022</b>	<b>2.23.2022</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>1.12.2022</b>		
<b>Cost of Item:</b>	\$			
<b>Amount Budgeted:</b>	\$			
<b>Unexpended Balance:</b>	\$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>CGA Committee</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Application and Resolution				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from the Chamber of Commerce for Daffodil Festival Day. The Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol> <p>CGA reviewed the application on February 3, 2022, and recommend approval.</p> <p>City Council City Council reviewed the application on February 16, 2022 and moved the application forward to the February 23, 2022 meeting for consideration.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b> Move to City Council Study Session on February 16, 2022.				
<b>FUTURE MOTION: <u>Motion:</u></b> To approve resolution No. 2022-02, A resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Daffodil Festival Day.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2022-02**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF ORTING  
DAFFODIL FESTIVAL DAY.**

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**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from the Orting Chamber of Commerce; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on February 3<sup>rd</sup>, 2022, and recommended approval of the application; and

**WHEREAS**, The City Council reviewed the application at a study session on February 16<sup>th</sup>, 2022, and recommended approval of the application; and

**WHEREAS**, the City Council finds that Orting Daffodil Festival Day has been an institution of public service since 1934, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening the City’s sense of community and celebrating the value of family participation in healthy activities that are fundamental to the City; and

**WHEREAS**, the City Council finds that the Orting Chamber of Commerce-Daffodil Festival Days application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do resolve as follows:

**Section 1. Declaration of Public Purpose.** The City Council declares that the Orting Daffodil Festival Day is an event open to the public, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's sponsorship of Orting Daffodil Festival Day, pursuant to the City's Policy, at the Tier # 2 level. This authorization extends to each event identified on the Orting Chamber of Commerce-Orting Daffodil Festival Days application for sponsorship. The Mayor is authorized to enter into a contract with the Orting Chamber of Commerce-Daffodil Festival Day to memorialize the City's sponsorship described herein.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 23<sup>rd</sup> day of February, 2022.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

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Charlotte Archer, City Attorney  
Inslee Best, PLLC



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-2219 or 253-262-7842  
 Fax: 360.893.6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancelation of the event. **Applicant initials:** *[Signature]*

NAME OF APPLICANT: Steve Rodriguez

NAME OF ORGANIZATION: Orting Chamber of Commerce

ARE YOU NON-PROFIT:  Yes [ ] No IF YES, UBI#: 601591604

MAILING ADDRESS: P.O. Box 1418 Orting, WA 98360

EMAIL ADDRESS: occ+reasbill@gmail.com

NAME OF EVENT: Daffodil Festival Day "Family in the Park"

TYPE OF EVENT (parade, festival, etc.): Festival - Vendor Fair

DATE(S) OF EVENT: April 9, 2022

TIME(S) OF EVENT: Set-Up 8:30 am Start of Event 10:00 am  
 End of Event 7:00 pm Exit Time 8:30 pm

PRIMARY CONTACT NAME: Steve Rodriguez PHONE: 253-312-6144  
 PRIMARY CONTACT EMAIL: Steve.rodriguez@baxtermfg.com  
 DAY OF CONTACT NAME: Steve Rodriguez PHONE: 253-312-6144  
 DAY OF CONTACT EMAIL: Steve.rodriguez@baxtermfg.com  
 ALTERNATE CONTACT: Dan Heilbrun PHONE: 253-307-6320

**FOR ALL SPECIAL EVENTS:**

**TYPE OF EVENT:**

- Festival/Carnival/Fair
- Parade
- Run/Race (If you do not require the use of City parks or facilities, you do not need to complete this application. You will need to submit a separate trail use application.)
- Walk Procession/Organized Rally
- March
- Block Party
- Demonstration
- Other (Specify) \_\_\_\_\_

**FACILITIES & PARKS USAGE REQUESTED (please attached rental rates):**

- BBQ Area
- Basketball Court
- Multi-Purpose Center (MPC)
- Fountain Pavilion
- Gazebo
- City Park grass areas (south)
- Orting Station
- North Park grass area

*\* See map*

**If the Event is providing for the following, what arrangements will be in place?**

Will you have additional garbage service and where will they be placed (show on Map)?  
 \_\_\_\_\_  
 \_\_\_\_\_

Will you have adequate restroom facilities and where will they be placed (show on Map)?  
 \_\_\_\_\_  
 \_\_\_\_\_

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?  
 \_\_\_\_\_  
 \_\_\_\_\_

**ADDITIONAL SERVICES:** Will you need additional services for a Non-Sponsored event, or from the City that are not covered under Tier 1 or Tier 2 for a Sponsored Event?  Yes  No

**City Services** (please mark all that apply)

	<u>Price</u>	<u>Total Price</u>
<input type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ _____
<input type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ _____
<input type="checkbox"/> 1 Dumpster	\$20/event	\$ _____
<input type="checkbox"/> 2 Standard Port-a-Potties(Delivery/Pick Up/Cleaning)	\$150/event	\$ _____
<input checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____
<input type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____
<input type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ _____
<input type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ _____
*See attached rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ _____

Total For Special Event Services \$ \_\_\_\_\_  
 Special Event Fee \$200  
**TOTAL TO BE PAID** \$ \_\_\_\_\_

**BANNER REQUEST:** Please complete the following if you would like a banner in place across Washington Ave./SR 162 before and/or during your event.

**Banner must meet the following requirements:** Banner shall not be larger than 24 feet wide and 36 inches high. Banner shall maintain minimal vertical clearance to overhead utility lines set forth by PSE. Banners shall have wind load relief flaps eighteen (18) inches wide and ten (10) inches high spaced at a density of one flap for each ten (10) square feet of surface area. Relief flaps shall be spaced uniformly to provide uniform wind load reduction. Banners shall have two (2) inch high vinyl coated nylon strip (13oz) securely sewn along top and bottom.

Requested period for the banner to be displayed: \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_  
 \*The banner may only be across SR 162 for 2 weeks\*

Material Type: \_\_\_\_\_ Size: \_\_\_\_\_ X \_\_\_\_\_ Thickness: \_\_\_\_\_  
 How many cuts are on banner? \_\_\_\_\_ One sided or two-sided?  One  Two

**VENDORS:** Will there be any vendors?  Yes  No

If yes, vendors are required to purchase a City of Orting Business License through the State of Washington prior to the event **or** the Applicant (Event) must purchase a Blanket License to cover all vendors. (Resolution 2011-12)

It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., Van Scoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the City of Orting.

**PARADE INFORMATION:** Will a parade be part of this event? [ ] Yes [ ] No

If yes, please answer the following:

PARADE START TIME: \_\_\_\_\_ START LOCATION (show on map): \_\_\_\_\_

STAGING AREA – WHERE/WHAT TIME (show on map): \_\_\_\_\_

PARADE ROUTE (show on map): \_\_\_\_\_

WILL HORSES OR OTHER ANIMALS BE IN PARADE? [ ] Yes [ ] No

If yes, approximately how many animals? \_\_\_\_\_

**\*You will be responsible for cleaning up after animals participating in the parade\***

WOULD YOU LIKE THE POLICE OR FIRE DEPARTMENT TO PARTICIPATE IN THE PARADE?

[ ] Yes [ ] No

**OTHER:**

ARE YOU PLANNING TO CLOSE SR 162 (WASHINGTON AVE.) TO TRAFFIC? [ ] Yes [X] No

If Yes, you will need to coordinate with WSDOT to approve the road closure. Visit <https://wsdot.wa.gov/about/contacts> for more information.

ARE YOU PLANNING TO CLOSE ANY OTHER LOCAL STREETS? [X] Yes [ ] No

If yes, which streets (show on map)?

Train St S.W. at the Tower.

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain)

No

What methods will you be using to notify adjacent homeowners/businesses? (Please explain)

n/a

I understand that if deadlines are not met, our event may not be considered for Sponsorship and/or the event may not occur. **Initials:** [Signature]

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. **Initials:** [Signature]

I understand that in the planning of activity I must allow for a 20ft access for emergency vehicles and also notify adjacent homeowners and businesses. **Initials:** [Signature]

Permittee agrees to defend, indemnify and save harmless the City of Orting, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Orting, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned by the sole negligence of the City of Orting, its appointed or elected officers or employees. I also am aware that I must provide \$1,000,000 liability insurance and name the City of Orting as an additional insurer. Initials: SR

**Certificate of Insurance in the amount of \$1,000,000 showing the City of Orting as an additional Insurer (please attach).**

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: SR

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization identified in Section II of this Application, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property. Initials: SR

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: Steve Rodriguez DATE: 1-10-2022

PRINT NAME: Steve Rodriguez

Title/Role with Organization: Treasurer

**Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:**

Mail to:  
City of Orting  
Attention: Special Events  
PO Box 489  
Orting, WA 98360

Or

Stop by:  
City Hall  
104 Bridge St S  
Orting, WA 98360

\*If you have questions regarding the application please call (253) 262-7842\*

**\*\*A receipt showing payment is NOT approval of the event\*\***



## City of Orting Sponsorship Application

**Are you requesting City sponsorship? [ ] Yes [ ] No**

If no, please skip to the *FOR ALL SPECIAL EVENTS*

### CITY SPONSORSHIP OF A SPECIAL EVENT:

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy. Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. All City Sponsored Events shall comply with all applicable local, state and federal regulations.

All requests for City Sponsorship are reviewed by the City Council's Community and Government Affairs (CGA) Committee, and Applicants will be required to have a representative attend a CGA Committee meeting to answer any questions regarding the request.

Applicants seeking City Sponsorship must meet these baseline criteria, and to qualify for City Sponsorship the event must abide by all requirements of the Policy, including:

- Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
- Be open to all Orting residents;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's History.
- All items of the application are completed in full and received by the City 90 days prior to the date of the event;
- A brief letter defining the purpose of the event and the tier of sponsorship requested (see Section III of this Application for more information);
- Proof of liability insurance that compiles with the terms of Section IV of the City Special Event Sponsorship Policy.

There is no additional fee to apply for City Sponsorship, and Applicants may request sponsorship for a specific "Tier." The City offers two "Tiers" of sponsorship, with differing levels of support offered by the City depending upon the City's determination of the value added by the event to the community:

### Which Tier level of sponsorship are you asking for?

#### **[ ] Tier 1:**

The following are examples of Tier #1 type events and available locations, and any special requirements therefor:

**Gazebo, BBQ Area, or North Park** – Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**North Park-** For Events more than 1-day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 1~ Sponsorship includes:**

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City has a Booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of the above noted facilities at No Fee
- 1 Maintenance Staff for eight (8) hours
- City to hang the banner, provided by the event, over Washington Avenue at no fee.

**Tier 2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

**Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-**Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 2 ~ Sponsorship Includes:**

- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones, but will not stay for the event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to hang the banner, provided by the event, over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.

## FACILITY RENTAL RATES

### MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes tables and chairs. A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 banquet permit will be required.

	Resident	Non-Resident	Non-Profit Organization
Full day M-F	\$150.00	\$200.00	\$20.00
Half day (5 hours) M-F	\$100.00	\$150.00	\$20.00
Full day Sat/Sun	\$200.00	\$250.00	\$100.00
Half day (5 hours) Sat/Sun	\$150.00	\$200.00	\$50.00

### ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A refundable deposit of \$50 is required to secure this space.

	Resident	Non-Resident	Non-Profit Organization
Full day (any day)	\$100.00	\$200.00	\$50.00
Half day (5 hours)	\$50.00	\$100.00	\$25.00

### COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. A refundable deposit of \$50 is required to secure this space.

	Resident	Non-Resident	Non-Profit Organization
Half day (5 hours)	\$30.00	\$60.00	\$20.00

### GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. A refundable deposit of \$50 is required to secure this space.

	Resident	Non-Resident	Non-Profit Organization
Half day (5 hours)	\$30.00	\$60.00	\$20.00

For City Use Only

Date Application Received: \_\_\_\_\_ Dept. Meeting Date: \_\_\_\_\_

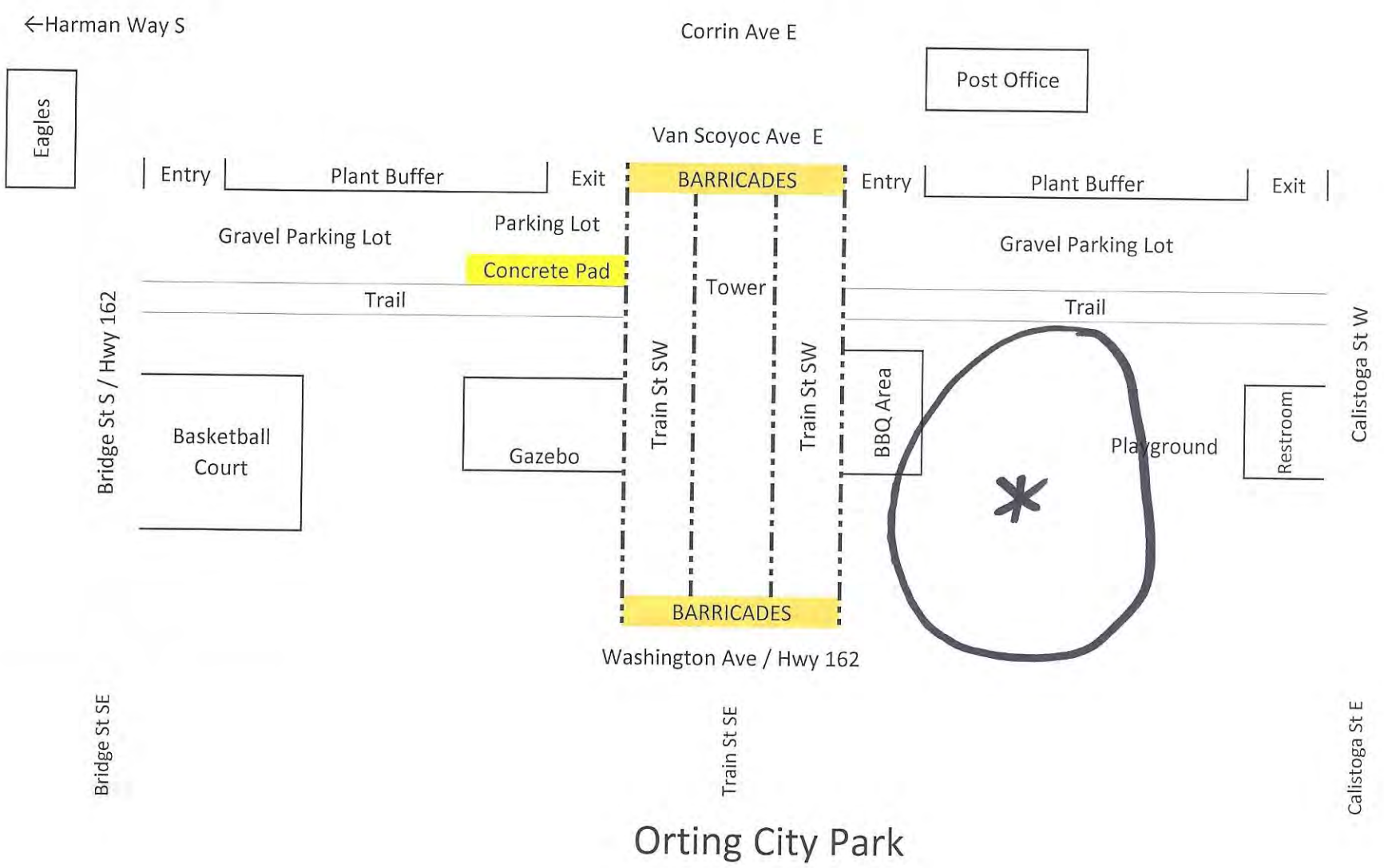
Event Application Completed: [ ] Yes [ ] No Certificate of Insurance: [ ] Yes [ ] No

Detailed Event Map: [ ] Yes [ ] No WSDOT Street Closure Permit: [ ] Yes [ ] No [ ] N/A

Application Approved: [ ] Yes [ ] No Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Total Fee Amt \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

NOTES:





City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-2219 or 253-262-7842  
 Fax: 360.893.6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancelation of the event. **Applicant initials:** RS

NAME OF APPLICANT: DAFFODIL GRAND FLORAL PARADE  
 NAME OF ORGANIZATION: The DAFFODIL Festival  
 ARE YOU NON-PROFIT:  Yes [ ] No IF YES,  
 UBI#: 601-194-625  
 MAILING ADDRESS: 4227 S. Meridian, Suite 614  
 EMAIL ADDRESS: Daffodil parade@gmail.com  
 NAME OF EVENT: Daffodil Festival Grand Floral Parade  
 TYPE OF EVENT (parade, festival, etc.): PARADE  
 DATE(S) OF EVENT: April 9, 2022  
 TIME(S) OF EVENT: Set-Up 3:00 pm Start of Event 5:00 pm  
 End of Event 6:30 pm Exit Time 7:00 pm

PRIMARY CONTACT NAME: Robert Sudderth PHONE: 253-365-1946  
 PRIMARY CONTACT EMAIL: Rsudderth@comcast.net  
 DAY OF CONTACT NAME: As above - R. Sudderth PHONE: \_\_\_\_\_  
 DAY OF CONTACT EMAIL: \_\_\_\_\_  
 ALTERNATE CONTACT: Scott Dellenger PHONE: 253-227-8598

### FOR ALL SPECIAL EVENTS:

**TYPE OF EVENT:**

- Festival/Carnival/Fair
- Parade
- Run/Race (If you do not require the use of City parks or facilities, you do not need to complete this application. You will need to submit a separate trail use application.)
- Walk Procession/Organized Rally
- March
- Block Party
- Demonstration
- Other (Specify) \_\_\_\_\_

**FACILITIES & PARKS USAGE REQUESTED (please attached rental rates):**

- BBQ Area
- Gazebo
- Basketball Court
- City Park grass areas (south)
- Multi-Purpose Center (MPC)
- Orting Station
- Fountain Pavilion
- North Park grass area

**If the Event is providing for the following, what arrangements will be in place?**

Will you have additional garbage service and where will they be placed (show on Map)?  
No - Unless requirement levied by city of Orting  
City provided in past

Will you have adequate restroom facilities and where will they be placed (show on Map)?  
3 Portable Toilets - One in Orting Eagles Parking Lot  
2 near park where band buses park

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?  
No

**ADDITIONAL SERVICES:** Will you need additional services for a Non-Sponsored event, or from the City that are not covered under Tier 1 or Tier 2 for a Sponsored Event?  Yes  No

<u>Price</u>	<u>City Services</u>	<u>(please mark all that apply)</u>	<u>Price</u>
<input checked="" type="checkbox"/>	1 Public Work staff		\$75/hr x __ hrs \$ _____
<input checked="" type="checkbox"/>	1 Police Officer		\$85/hr x __ hrs \$ _____
<input type="checkbox"/>	1 Dumpster		\$20/event \$ _____
<input checked="" type="checkbox"/>	2 Standard Port-a-Potties(Delivery/Pick Up/Cleaning)		\$150/event \$ _____
<input type="checkbox"/>	Electricity (2 Spider Boxes)		\$50/event \$ _____
<input type="checkbox"/>	Audio/PA system (Does not include a DJ)		\$75/event \$ _____
<input checked="" type="checkbox"/>	Barricades (Must provide placement on map)		\$50/event \$ _____
<input type="checkbox"/>	Street Sweeper (man power/vehicle)		\$150/hr x __ hrs \$ _____
<input type="checkbox"/>	Portable Trailer Sign		\$50/day x __ days \$ _____
<input type="checkbox"/>	Banner (Banner request required)		\$195 (up for 2 weeks only) \$ _____
<input type="checkbox"/>	Facility Rental Fees & Deposits		\$ Varies \$ _____

\*See attached rental rates\*\*

it  Blanket Vendor  
 - All above is "city provided" \$100/event \$ \_\_\_\_\_

- Historically, Daffodil Festival has provided 3 Portable Toilets

Total For Special Event Services \$ \_\_\_\_\_

Special Event Fee \$200

TOTAL TC

AID \$ \_\_\_\_\_





I understand that if deadlines are not met, our event may not be considered for Sponsorship and/or the event may not occur. Initials: RY

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials: RY

I understand that in the planning of activity I must allow for a 20ft access for emergency vehicles and also notify adjacent homeowners and businesses. Initials: RY

Permittee agrees to defend, indemnify and save harmless the City of Orting, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Orting, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned by the sole negligence of the City of Orting, its appointed or elected officers or employees. I also am aware that I must provide \$1,000,000 liability insurance and name the City of Orting as an additional insurer.

Initials: RY

**Certificate of Insurance in the amount of \$1,000,000 showing the City of Orting as an additional Insurer (please attach).**

Name of Insurance Company: Propel Insurance

Policy Number: NPIP 212244708

**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: RY

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization identified in Section II of this Application, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property. Initials: RY

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: [Signature] DATE: 04/11/2022  
PRINT NAME: ROBERT A. SUNDVIST  
Title/Role with Organization: Parade Director - DAFFODIL FESTIVAL

**Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:**

Mail to: Or Stop by:  
City of Orting City Hall  
Attention: Special Events 104 Bridge St S  
PO Box 489 Orting, WA 98360  
Orting, WA 98360

## City of Orting Sponsorship Application

**Are you requesting City sponsorship?**  Yes  No

If no, please skip to the *FOR ALL SPECIAL EVENTS*

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- o Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
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- o All items of the application are completed in full and received by the City 90 days prior to the date of the event;
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#### Tier 1:

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**North Park-** For Events more than 1-day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

#### Tier 1~ Sponsorship includes:

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City has a Booth at No Charge
- Posting of the Event on the City Reader Board

- Posting of the Event on the City Website and Facebook
- Usage of the above noted facilities at No Fee
- 1 Maintenance Staff for eight (8) hours
- City to hang the banner, provided by the event, over Washington Avenue at no fee.

**Tier 2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

**Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-**Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 2 ~ Sponsorship Includes:**

- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours — *more than 1*
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones, but will not stay for the event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to hang the banner, provided by the event, over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.

*NOTE: Historically Ortting Lions have BBQ'ed and provided food for the Daffodil princesses and chaperones - event held at library*

**FACILITY RENTAL RATES**

**MULTI-PURPOSE CENTER (MPC)**

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library.

This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes tables and chairs. A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 banquet permit will be required.

	Resident	Non-Resident	Non-Profit Organization
Full day M-F	\$150.00	\$200.00	\$20.00
Half day (5 hours) M-F	\$100.00	\$150.00	\$20.00
Full day Sat/Sun	\$200.00	\$250.00	\$100.00
Half day (5 hours) Sat/Sun	\$150.00	\$200.00	\$50.00

**ORTING STATION**

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A refundable deposit of \$50 is required to secure this space.

**Resident Non-Resident Non-Profit Organization**

Full day (any day) \$100.00 \$200.00 \$50.00  
Half day (5 hours) \$50.00 \$100.00 \$25.00

**COVERED BBQ AREA**

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. A refundable deposit of \$50 is required to secure this space.

**Resident Non-Resident Non-Profit Organization**

Half day (5 hours) \$30.00 \$60.00 \$20.00

**GAZEBO**

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. A refundable deposit of \$50 is required to secure this space.

**Resident Non-Resident Non-Profit Organization**

Half day (5 hours) \$30.00 \$60.00 \$20.00

For City Use Only

Date Application Received: 1/11/22 Dept. Meeting Date: \_\_\_\_\_

Event Application Completed: [ ] Yes [ ] No Certificate of Insurance: [ ] Yes [ ] No

Detailed Event Map: [ ] Yes [ ] No WSDOT Street Closure Permit: [ ] Yes [ ] No [ ] N/A

Application Approved: [ ] Yes [ ] No Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Total Fee Amt \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

NOTES: \_\_\_\_\_

Revised 1/5/22 by M.Alfiere

2



## PARKS & RECREATION

*Small town, Big fun!*

104 Bridge St. S. - PO BOX 489 - Orting, WA 98360  
recreation@cityoforting.org - (253) 262-7842

January 11, 2022

With regard to the "Daffodil Festival Grand Floral Parade" coordinated by The Daffodil Festival Organization and "Family in the Park" Festival organized by the Orting Chamber of Commerce, the City of Orting is treating this as one combined Special Event and as such will only be charging one \$200 application fee to be paid by the Daffodil Festival Organization. Both events will take place on April 9<sup>th</sup>, 2022 and will be located in and around the Main City Park. Two separate Special Event Applications for this event will be kept on file for informational purposes.

The city plans to provide Tier 2 sponsorship for this combined special event. The only fee that will be collected is the \$100 Blanket Vendor Permit from the Orting Chamber of Commerce.



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Summer Experiences &amp; Enrichment for Kids (SEEK) Grant</b>	<b>AB22-13</b>	<b>CGA Committee</b>		
		<b>2.2.2022</b>	<b>2.16.2022</b>	<b>2.23.2022</b>
	<b>Department:</b>	Parks and Recreation		
	<b>Date Submitted:</b>	<b>1.31.2022</b>		
<b>Cost of Item:</b>	<u>\$</u>			
<b>Amount Budgeted:</b>	<u>\$</u>			
<b>Unexpended Balance:</b>	<u>\$</u>			
<b>Bars #:</b>				
<b>Timeline:</b>	Summer 2022			
<b>Submitted By:</b>	Michell Alfiere – Parks and Recreation			
<b>Fiscal Note:</b>				
<b>Attachments:</b> SEEK Grant award email.				
<b>SUMMARY STATEMENT:</b>				
<p>In November of 2021, the City applied to the Summer Experiences and Enrichment for Kids (SEEK) Grant program proposing two summer enrichment programs that would be ran through a partnership between the City of Orting and the Orting School District. The Association of Washington Cities (AWC) is the granting organization and the city is required to sign a contract with AWC to utilize the grant funds. Below is a brief description of each program:</p>				
<p><b>Program #1: The City of Orting’s Youth Outdoor Adventure Program (YOAP)</b>            Every Wednesday over a series of 5 weeks, a group of up to 50 students will visit a state or regional park for a day of hiking and outdoor education. Transportation would be provided to the state or regional park, with pick-up and drop-off occurring at the student’s regular school bus stop or at a central location in Orting such as City Hall or Orting Primary School. Upon reaching the park, groups of students will be chaperoned by a City of Orting or Orting School District employee throughout the day. Activities will include hiking and exploring, taking tours led by park rangers, and engaging in educational activities about geology, plants, wildlife, and local history. Students will have a sack lunch provided, along with a snack and water.</p>				
<p><b>Program #2: The City of Orting’s Summer Day Camp Program</b>            The City of Orting is proposing an outdoor enrichment program in the form of a summer day camp for up to 30 elementary aged students. The camp would take place Monday, Tuesday, Thursday, and Friday for two weeks in the month of July (most likely the week of the 18<sup>th</sup> and 25<sup>th</sup>). The city of Orting’s downtown park as well as the city’s Multipurpose center would be used to host the day camp. The Foothills trail which runs through Orting would also be utilized. From approximately 9am to 5pm each day, students would engage in a variety of activities that encourage social interaction,</p>				

physical activity, and outdoor education. Lunch, snacks and water would be provided to students. On Wednesday's students would have the option to participate in the Youth Outdoor Adventure Program in addition to the day camp.

The City was awarded grants in the amount of:

Youth Outdoor Program: \$21,000.00

Summer Day Camp Program: \$17,000.00

**RECOMMENDED ACTION: Action:**

Move to Consent Agenda at February 23, 2022 meeting.

**FUTURE MOTION: Motion:**

Authorize the Mayor to enter into a reimbursement contract with the Association of Washington Cities for SEEK grant funds.



SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities  
Service Subcontract (“Subcontract”) with**

**City of Orting**  
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)  
A program of the Washington Office of Superintendent of Public Instruction  
(OSPI)

**For**

<b>Jurisdiction Name</b>	City of Orting
<b>Program Description</b>	<ol style="list-style-type: none"><li>1. Youth Outdoor Adventure Program</li><li>2. Summer Day Camp Program</li></ol>

**Start date:** April 15, 2022

**End date:** November 15, 2022



# SEEK Funding Opportunity Subcontractor Funding Agreement

## 1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

## 2. **PAYMENT**

AWC shall pay an amount not to exceed **\$38000** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

## 3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-40**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

### Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

### Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## SEEK Funding Opportunity Subcontractor Funding Agreement

### Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

#### **4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS**

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

#### **5. AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

#### **6. INSURANCE**

**a. Workers' Compensation Coverage.** The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

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If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

**b. Automobile Insurance.** In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**c. Business Automobile Insurance.** In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**d. Public Liability Insurance (General Liability).** The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

**e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

### **7. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

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### SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

- 1. Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
- 2. Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 4. Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
- 5. Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
- 6. Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
- 7. Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
- 8. Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the



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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

## SEEK Funding Opportunity Subcontractor Funding Agreement

**28. Registration with Department of Revenue.** The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

**29. Records Maintenance.** The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**30. Right of Inspection.** The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

**31. Severability.** The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**32. Subcontracting.** Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

**33. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**38. Termination Procedure.** Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

**39. Treatment of Assets.** Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

**40. Waiver.** A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

## SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.



## SEEK Application &amp; Scope of Work

***Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application***

**Youth Outdoor Adventure Program**

The City of Orting in partnership with the Orting School District is proposing an outdoor enrichment program consisting of a series of day trips to nearby state and regional parks for elementary aged students. The trips will take place weekly in July and August of 2022. Locations for the day trips include Mt. Rainier National Park, Flaming Geyser State Park, Dash Point State Park, Point Defiance Park, and Pack Forest, among others. After well over a year of virtual-only and extremely limited in-person activities, the children in our community are in desperate need of outdoor recreation and education opportunities, especially those from low-income households with limited access to transportation. Field trips have also been non-existent for students this past school year, and this has had negative effects on the social, emotional, and academic well-being of these students. Physical activity and outdoor education are vital to the overall development of elementary aged children. This outdoor program would foster social connections between students, promote physical activity, and inspire an appreciation for environmental education and outdoor recreation. This program could also provide a connection to other programs offered through the City of Orting's recreation department. Every Wednesday over a series of 5 weeks, a group of up to 50 students will visit a state or regional park for a day of hiking and outdoor education. Transportation would be provided to the state or regional park, with pick-up and drop-off occurring at the student's regular school bus stop or at a central location in Orting such as City Hall or Orting Primary School. Upon reaching the park, groups of students will be chaperoned by a City of Orting or Orting School District employee throughout the day. Activities will include hiking and exploring, taking tours led by park rangers, and engaging in educational activities about geology, plants, wildlife, and local history. Students will have a sack lunch provided, along with a snack and water. Orting's Youth Outdoor Adventure Program will encourage students to connect socially with each other and engage in physical activity primarily through the social and physical nature of the program itself. Students will socialize with one another during bus rides to and from the destination of the day, as well as in small groups while they are hiking and exploring. Pairing or grouping students together for educational activities such as scavenger hunts to identify native plants and wildlife will also encourage social connection. Hiking and walking will be the primary forms of physical activity. Hikes will be chosen based on students' ages and abilities. Orting's Youth Outdoor Adventure Program will address the mental and academic needs of students through the benefits of exposure to nature and physical activity. A number of published studies indicate that spending time in nature can improve academic outcomes. These include better academic performance, enhanced focus and attention, increased engagement and enthusiasm, and improved behavior (source: the Children & Nature Network). It has also been shown that exposing children to nature can relieve stress and help children better adapt to stress (source: Ming Kuo; Six Ways Nature Helps Children Learn; Greater Good Magazine, June 7, 2019). Orting and the surrounding area is primarily rural and has limited public transportation options. Families struggling due to the lasting impacts of the COVID-19 pandemic may be limited with regards to income and transportation, especially for outdoor recreational purposes. Students with disabilities would also benefit from this program, as these families may not have reliable wheelchair-friendly transportation. Our program would allow these underserved students to experience outdoor locations they would not be able to visit otherwise. Partnering with the Orting School District will allow us to utilize their buses, including wheelchair accessible buses, and bus routes to pick up

children directly from their homes. Families will also have the option of dropping off their child(ren) at a central location in Orting, most likely either City Hall or Orting Primary School. Families struggling with food security would also benefit from this program. By partnering with Orting School District, we will have the ability to not only provide lunch to students, but breakfast for the following morning as well. Orting's Youth Outdoor Adventure Program will reduce/remove institutional systemic barriers by providing this program completely free of charge. Low-income K-5 students will also be specifically targeted to ensure they are made aware of the program and are encouraged to enroll. In addition, a minimum of 25 of the 50 enrollment spots will be reserved for low-income families only. We will also ensure that the enrollment process is simple and does not require special access to technology. Historically, the City of Orting has not been able to provide outdoor enrichment programs, so this would be the first of its kind for Orting. Without SEEK funds, we most likely will not be able to make this program happen in 2022. This program would be provided to students free of charge, made possible with funds from the SEEK grant. Orting's Parks and Recreation department is looking to improve and expand outdoor programming and a program like this would kick-start that expansion, while simultaneously serving those most socially and economically impacted by the COVID-19 pandemic. The Orting Youth Outdoor Adventure Program would partner with the Orting School District (OSD) to provide recruitment support, staffing, transportation, and food services for this program. OSD takes pride in striving for the success of all its students, especially those students who are historically underserved, and face financial and institutional barriers. OSD's mission of making "all students ready for college, careers, and life" prioritizes student development not only academically, but socially and emotionally as well. This program will be offered one day per week (most likely Wednesdays) for five weeks. Each outing will be from 9am-5pm, with extended drop-off hours from 8-9am and pick-up hours from 5-6pm. Students getting picked up from their school bus stop will get picked up between 9-9:30am and be dropped off between 4:30-5pm. Proposed dates for summer 2022 are July 6th, 13th, 20th, 27th, and August 3rd. Depending on transportation time to the National or Regional park chosen for the day, students will spend approximately 6 hours outdoors per weekly outing.

### **Summer Day Camp Program**

The City of Orting is proposing an outdoor enrichment program in the form of a summer day camp for elementary aged students. The camp would take place Monday, Tuesday, Thursday, and Friday for two weeks in the month of July (the weeks of the 11th and 18th). The city of Orting's downtown park as well as the city's Multipurpose center would be used to host the day camp. The Foothills trail which runs through Orting would also be utilized. From approximately 9am to 5pm each day, students would engage in a variety of activities that encourage social interaction, physical activity, and outdoor education. Lunch, snacks and water would be provided to students. Historically, the city of Orting has not provided any youth summer camp programming, so the possibility of adding this program with the help from the SEEK grant is monumental. Recreation through the City of Orting is expanding once again after practically eliminating all programming during the COVID pandemic. Providing a summer camp program in Orting would have immense benefits for the community's underserved populations, primarily those with income and childcare challenges. This camp could provide a form of childcare to those local families in need. In addition, this summer program could act as a catalyst for other successful programs in the future. Orting's Summer Day Camp Program will provide K-5th grade students with a full-day of outdoor fun. Activities will include organized games and sports, arts and crafts projects, nature walks along the river on the Foothills trail, and playing at the City's downtown park which includes a play structure, swings, and basketball court. Field trips to Northwest Trek or Point Defiance Zoo may also be possible. Orting's Summer Day Camp Program will encourage students to

connect socially with each other and engage in physical activity primarily through the social and physical nature of the program itself. Through sports, games, and crafting activities, students will have ample opportunities to connect socially with one another. Physical activity will take place practically all day, with the majority of planned activities being physical in nature. Orting's Summer Day Camp Program will address the mental and academic needs of students through the benefits of exposure to nature and physical activity. A number of published studies indicate that spending time in nature can improve academic outcomes. These include better academic performance, enhanced focus and attention, increased engagement and enthusiasm, and improved behavior (source: the Children & Nature Network). It has also been shown that exposing children to nature can relieve stress and help children better adapt to stress (source: Ming Kuo; Six Ways Nature Helps Children Learn; Greater Good Magazine, June 7, 2019). In addition, it has been shown that exposure to nature could be especially beneficial to children from disadvantaged backgrounds, and this exposure in turn could help close educational gaps and increase overall health (source: The Equigenic Effect: How Nature Access Can Level the Playing Field for Children; childrenandnature.org). Having a summer camp option within Orting's city limits would provide access to summer outdoor programming that hasn't existed locally in the past. Currently, residents must have access to reliable transportation, and drive 20 or more minutes out of town to utilize summer camp programs provided by other entities. In addition, this program would be provided at minimal to no cost to families. With help from SEEK funds, tuition would be free for the day camp, with families only responsible for paying an equipment/curriculum fee of \$50 per student. Scholarships to have this cost covered would also be available, making the program completely free of charge if necessary. Those struggling with food security would also benefit from this program. By partnering with Orting School District, we will have the ability to not only provide lunch to students, but breakfast for the following morning as well. Orting's Youth Outdoor Adventure Program will reduce/remove institutional systemic barriers by providing this program at minimal to no cost to families. Low-income K-5 students will be specifically targeted to ensure they are made aware of the program and are encouraged to enroll. In addition, a minimum of 15 of the 30 enrollment spots will be reserved for low-income families only. We will also ensure that the enrollment process is simple, does not require special access to technology, and that information about scholarships is readily available. Historically, the City of Orting has not been able to provide summer outdoor enrichment programs, so this would be the first of its kind for Orting. Without SEEK funds, we most likely will not be able to make this program happen in 2022. Orting's Parks and Recreation department is looking to improve and expand outdoor programming and a program like this would kick-start that expansion, while simultaneously serving those impacted the most by the COVID-19 pandemic. The Outdoor Summer Day Camp program would partner with the Orting School District (OSD). OSD takes pride in striving for the success of all its students, especially those students who are historically underserved, and face financial and institutional barriers. OSD will be providing recruitment assistance, food services, and transportation if necessary. This program will be offered four days per week (Monday, Tuesday, Thursday, and Friday) for two weeks, with the option of students participating in our other summer outdoor enrichment program (the Youth Outdoor Adventure Program) on Wednesdays. Proposed dates are the weeks of July 11th and July 18th. The program would run from 9am-5pm daily with extended drop off hours from 8-9am and extended pick up hours from 5-6pm. Students will spend a total of 8 hours or more outside per day in this program.

## Budget &amp; Project Costs Worksheet

## Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Youth Outdoor Adventure Program

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$8000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$1000
Scholarships or subsidies	\$
Transportation	\$7000
Facilities	\$
Professional Services (please be specific on type of service)	\$1000
Fees (such as entrance fees for field trips)	\$1000
**Meals	\$3000
Other (please specify)	\$
<b>TOTAL</b>	<b>\$21000</b>

Project: Summer Day Camp Program

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$7000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$2000
Scholarships or subsidies	\$1000
Transportation	\$2000
Facilities	\$500
Professional Services (please be specific on type of service)	\$1000
Fees (such as entrance fees for field trips)	\$1000
**Meals	\$2500
Other (please specify)	\$
<b>TOTAL</b>	<b>\$17000</b>

**Subcontractor Reporting Requirements**

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

**Subcontractor Agent(s)**

***List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.***

Name of Agent	Address

**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor’s obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor’s personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

## Kim Agfalvi

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**From:** Michell Alfieri  
**Sent:** Monday, January 31, 2022 9:04 AM  
**To:** Scott Larson; Kim Agfalvi; 'David Slagle'  
**Subject:** FW: SEEK Fund Update

BOTH of our programs were approved!!! I'm still working on the Interlocal agreement, but we should have that together in the next week or so. This is so exciting! Thank you all for your help and input on this! It's going to a busy, but great summer!



Michell Alfieri  
Activities & Events Coordinator  
City of Orting | PO Box 489 | 104 Bridge St S | Orting, WA 98360  
(253) 262-7842  
[malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)  
[Orting Recreation | Facebook](#)  
[Recreation | City of Orting](#)

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**From:** Jacob Ewing <jacobe@awcnet.org>  
**Sent:** Friday, January 28, 2022 3:21 PM  
**To:** Michell Alfieri <MALfieri@cityoforting.org>  
**Subject:** SEEK Fund Update

Michell:

Congratulations! Your agency's application for the 2022 SEEK fund has been approved. AWC, WRPA, and OSPI were impressed with your proposed programs and look forward to seeing the impact on your community this summer.

Below are the approved projects and funding amounts for your agency:

Youth Outdoor Adventure Program	\$21,000.00
Summer Day Camp Program	\$17,000.00

**Contracts:**

Next week, you will receive a contract from AWC. We are using DocuSign this year to more easily track contracts as well as facilitate signatures. We ask that you sign contracts within two weeks of receipt.

However, we understand that some jurisdictions will need more time to approve and sign contracts. If you need more than two weeks, please let me know.

If you have multiple programs that received SEEK funding, all of your programs will be included in one contract.



This year, we are not allowing any changes to contract language. If you have concerns, you can contact me directly.

**Insurance:**

You will receive a separate link directly from me to submit your insurance documents. As a part of that process, we will also need proof of insurance from any third parties or contractors that will have direct supervision of children or youth taking part in SEEK-funded programs.

**Reimbursements:**

This year, we will be using a reimbursement portal for submitting reimbursement requests. As a reminder, you will need to provide copies or receipts or invoices for any expenditure over \$50.

**Performance Period:**

The performance period for SEEK funds is April 15, 2022, to November 15, 2022. However, final reports are **due on October 1, 2022**. The period between October 1 and November 15 will be used to process final reimbursements.

**COVID-19 Requirements:**

As a reminder, as the SEEK program is a state program, recipients must abide by [Proclamation 21-14 – Vaccination Requirement](#). For more information on this requirement, please view the [Department of Health’s COVID-19 Vaccination Requirement FAQ for Child Care, Early Learning, and Youth Development Providers](#).

**More Information to Come:**

Over the coming weeks, I will provide you with more information and clarification on this year’s SEEK program. If you have any questions, please do not hesitate to contact me directly.

Again, congratulations! I look forward to working with you over the coming year.

**Jacob Ewing**

Legislative & Policy Analyst  
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Check out AWC's [upcoming events!](#)

*Disclaimer: Documents and correspondence are available under RCW 42.56. This e-mail may be disclosable to a third-party requestor.*

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From: [jacobe@awcnet.org](mailto:jacobe@awcnet.org)

Message Score: 50  
My Spam Blocking Level: High

High (60): **Pass**  
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