

Administration and Finance Committee Meeting Minutes

April 11, 2019 4:00 PM SeaTac City Hall - Riverton Room 128

Members: Present: Absent: Commence: 4:01 P.M. Adjourn: 4:56 P.M. Erin Sitterley, Chair X Peter Kwon X Clyde Hill X

Other Council Members Present: Stanley Tombs, Pam Fernald, Rick Forschler, Joel Wachtel

Staff Coordinator: Carl Cole, City Manager for Gwen Pilo, Finance & Systems Director

1. Call to Order	Committee Chair Erin Sitterley called the meeting to order at 4:01 PM
2. Public Comment	Larry Cripe (Burien) told us about the Quiet Skies Coalition meeting at the Performing Arts Center in two weeks (04/25/2019). It is ticketed event and can be found on-line. CM Forschler commented on the benefits of consolidating two or more cities for negotiating with the Port on Airport mitigation. Dave C? longtime resident of SeaTac who moved to Tukwila in 2011 because Tukwila residents have more control of their government and he is not in favor of consolidation. Kathy Brave commented that the merge is never going to happen so she is not worried about it. Roger Kadeg urged the attendees to hear CM Kwon out as all small cities get short shrift from the larger Seattle and King County and the issue of city consolidation is worthy of consideration. CM Fernald stated that she is not in favor consolidation.
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3. Review of the Minutes	X Recommended for Approval A copy of the 3/28/19 minutes was provided to the committee for review. The committee approved the minutes as written.

Council/City Manager Travel Pre-Approval or Final Approval	Lesa Ellis presented approval requests for attendance by CM Cole, CM Hill, and CM Kwon at the 2019 AWC conference in Spokane. Approved.
5. Current Vacancies & Staffing Report	X Informational Update Human Resources & Risk Management Director Vanessa Audett provided the committee with an update on vacant positions within the City.
6. Consolidation of Two Cities	X_Presentation CM Kwon gave an overview on the process necessary for consolidating two cities in the State of Washington. Much discussion ensued. Tabled pending an initiative from the people.
7. Future Meeting Schedule and Topics	The next A&F Meeting is scheduled for April 25, 2019 at 4:00 PM in Riverton Room 128. • Process for polling Council on last minute legislative issues (CIR forthcoming)
8. Adjourn	Committee Chair Erin Sitterley adjourned the meeting at 4:56 PM.

Pre-approval or final approval of City Council and City Manager travel related expenses

Pre-Approval

AWC Conference, June 25-28, 2019, Spokane

Adopted Budget:

City Council: Two at \$1,419 each City Manager: \$1,419

Many of the meals are included in the registration.

City Manager Cole	A&F Date 4.11.19 Budget allocation estimates:	A&F Date 4.25.19	A&F Date
Lodging	550		
Meals	75		
Transportation–mileage reimbursement	369		
Registration	425	400	
Total	\$1,419	400	

Councilmember Kwon	A&F Date 4.11.19 Budget allocation estimates:	A&F Date 4.25.19	A&F Date
Lodging	550		
Meals	75		
Transportation mileage reimbursement	369		
Registration	425	400	
Total	\$1,419	400	

Councilmember Hill	A&F Date Budget allocation estimates:	A&F Date 4.25.19	A&F Date
Lodging	550		
Meals	75		
Transportation mileage reimbursement	369		
Registration	425	400	
Total	\$1,419	400	

Erin Sitterley, Chair		

Classification and Compensation Fact Sheet

New Comparable Cities

The City of SeaTac surveys the comparable cities listed below. Comparable cities were selected using the following criteria relative to SeaTac's 1) 50-200% assessed value and population and 2) geographic location.

During 2016 labor negotiations AFSCME requested the City restrict the geography of comparable cities to King County; City Council approved the request.

Primary Comparable Cities

Bothell
Burien
Des Moines
Issaquah
Kenmore
Maple Valley
Shoreline
Tukwila

Secondary Comparable Cities

Auburn Federal Way

*Secondary cities are used only when the primary cities yield less than three matches.

Classification and Compensation Program

City Council direction to pay market competitive wages at the 50th percentile drives internal classification and compensation strategy, policies and procedures. As bargained and approved during the 2016 AFSCME labor negotiations, Human Resources conducts citywide salary surveys in a three year cycle, focused on consistency of administration and application, whereas:

Year 1: Half of represented and non-represented classifications are surveyed

Year 2: Remaining half of represented and non-represented classifications are surveyed

Year 3: Only newly created classifications are surveyed

2018 is Year 3 of the current cycle. Classifications surveyed during 2016 will be surveyed again during 2019. Classifications surveyed during 2017 will be surveyed again during 2020.

Classification Match Identification Methods

When surveying comparable cities, no two cities are the same and no two classifications are the same. To identify a comparable match, criteria including essential job functions, level of responsibility, reporting structure, education and experience requirements and scope and nature of work performed are all considered. When surveying the market, we are not looking for *exact* matches, we are identifying the best match using the 80/20 method. This is not an exact science and the compensation professional performing the work is exercising professional discretion. To assist in matching process, during the 2017 salary survey and in future surveys, managers and/or department heads participate in the identification and selection of comparable matches.

Information that is NOT considered

The City has no control over extenuating circumstances at comparable cities; for instance, unsettled labor agreements, wage freezes and/or furloughs. For this reason, the information used in our salary surveys is the information that is available at the time our survey is completed. Comparable cities will not be excluded from the survey process for any foreseeable reason.

The City strives to maintain consistent classification and compensation methodologies and practices. Therefore, no third-party information (aka insider knowledge) is considered in match identification. If the job description says one thing, but you hear from a friend who works at that comparable city that the work is something else, the job description is what is considered.

Correcting the past, establishing a consistent future

In the past, classification and compensation administration in the City was inconsistent. In some cases, classification descriptions had not been updated or surveyed in as many as 10 years. Correcting past mistakes and essentially resetting classification and compensation in the City has resulted in numerous changes and adjustments to classifications. The number of changes, and in some cases the severity of changes, can be attributed by both the lack of recent survey history and new comparable cities. The City recognizes the impacts salary changes can have on an individuals finances and endeavored to implement the changes with relatively minor impact to employees. No employee had their current wage reduced. In fact, all classifications identified as over market continue to receive partial cost of living adjustments (COLA). Now that the City has an established classification and compensation survey cycle with competitive market comparable cities, we have a more stable baseline from which we can move forward. While there is no appeal process, AFSCME employees may speak with their union about salary survey concerns and non-represented employees may speak with their department head and/or HR Manager.

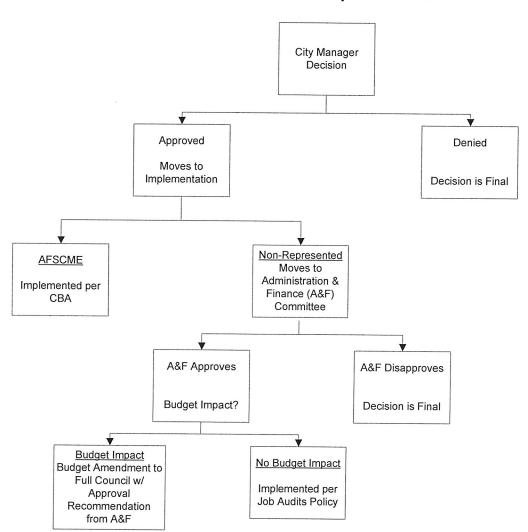
Non-Represented Salary Survey Process



Job Audit Process



Decision & Implementation



9



To: Administration & Finance Committee

From: Kristina Gregg, City Clerk

Date: April 25, 2019

Re: Citizen Advisory Committees Ordinance revisions

The Council previously referred the topic of appointment of City employees to Citizen Advisory Committees to the A&F Committee. When this issue was discussed at the March 14, 2019 A&F Committee meeting, I requested that the City Manager request referral of the entire Citizen Advisory Committees Ordinance to the A&F Committee in order to bring any additional issues forward at the same time.

1. Eligibility of City Employees and family members of Councilmembers to serve on Citizen Advisory Committees.

Background: At the March 14 A&F Committee meeting, the committee discussed whether City employees and family members of Councilmembers should be eligible for appointment to Citizen Advisory Committees.

A&F Recommendation (from the March 14 A&F Committee meeting): The A&F Committee recommended that City employees who are City residents should be eligible for appointment (so long as there is no conflict with the employee's job duties). The Committee also recommended that Councilmembers' spouses (or domestic partner) and other household members should not be eligible for appointment.

Draft language: Councilmembers' spouses and members of their households shall not be appointed or serve on advisory committees of the city.

Additional Questions:

- Should other family members not living in the same household be eligible for appointment?
- Is the draft language appropriate?

2. Absences of Citizen Advisory Committee members.

Background: SMC 2.15.100 states: "If a member is absent, without prior notification and excuse, from three (3) consecutive regularly scheduled meetings, the Administrative and Finance (A&F) Committee shall be notified by the City Manager of the circumstances. In such circumstances, the A&F Committee may declare the position held by that member vacant and allow a new member to be appointed by the Mayor for the remainder of the unexpired term, subject to confirmation by the City Council."

For committees to function properly, regular attendance at committee meetings is necessary. Our current code places an emphasis on missing three consecutive meetings without prior notice and

excuse. Thus, a committee member could attend one out of every three meetings, or they could miss several meetings in a row if they simply provide prior notification and excuse. Additionally, every committee may be impacted differently by committee member absences.

Therefore, SMC 2.15.100 could be amended to remove language pertaining to a specific number of meetings and prior notification, and focus on whether the absences are negatively impacting a committee's ability to carry out its responsibilities.

City Clerk Recommendation: Amend SMC 2.15.100 to read as follows:

Question:

- Should SMC 2.15.100 be amended as outlined above?
- What percentage of meetings is appropriate?

3. Airport Advisory Committee membership

Background: The Airport Advisory Committee membership consists of three (3) Councilmembers, three (3) residents, and three (3) business representatives. When trying to fill these positions, it's not always possible to fill all of the business representative positions. Current code related to the Planning Commission provides that if positions for business entities cannot be filled, those positions shall be filled by City residents.

City Clerk Recommendation: Amend SMC 2.15.150 (B) to add similar code language pertaining to the Planning Commission, to read as follows:

The Airport Advisory Committee shall consist of nine (9) members that are composed of:

- 1. Three (3) sitting Councilmembers, one (1) of which will be Chair appointed by the Mayor,
- 2. Three (3) members who reside in the City of SeaTac, one of which can be a youth member, and
- 3. Three (3) members from the SeaTac business community, but if such candidates cannot be found, then these positions shall be residents of the City.

Question: Should SMC 2.15.150(B) be amended as outlined above?

4. Hotel/Motel Tax Advisory Committee membership

Background: The Hotel/Motel Tax Advisory Committee membership consists of one (1) sitting Councilmember, four (4) representatives of businesses located within the City required to collect the Lodging Tax, and four (4) persons involved in activities authorized to be funded by revenue received from the Lodging Tax.

The current membership is one (1) Councilmember, three (3) representatives of businesses required to collect the Lodging Tax, and two (2) persons involved in activities authorized to be funded by

revenue received from the tax. It is becoming difficult to keep this committee at full size, especially since we cannot overlap with the RTA board members.

CED Director Recommendation: The CED Director recommends reducing the number of committee positions to the minimum required by State law (two (2) businesses required to charge the fee, two (2) businesses who can receive the funds, and one (1) Councilmember.

SMC 2.15.180(B) could be amended as follows:

The Hotel-Motel Tax Advisory Committee shall consist of five (5) members composed of:

- 1. The Chair, who shall be a sitting Councilmember appointed by the Mayor;
- 2. Two (2) representatives of businesses located within the City required to collect the Lodging Tax; and
- 3. Two (2) persons involved in activities authorized to be funded by revenue received from the Lodging Tax.

Another alternative would be to reduce the number of positions to seven (7) at this time, which would leave only one vacancy. Several terms are scheduled to expire in September, 2020, and the Committee could revisit this issue next year to determine whether the number of positions should be reduced further.

Question: Should SMC 2.15.180(B) be amended to reflect one of the two options outlined above?

Next steps:

- Another A&F meeting for additional discussion & review or
- Regular Council Meeting for action

MEMORANDUM

Date: March 22, 2019

To: Carl Cole, City Manager

From: Will Appleton, Public Works Director
Steve Pilcher, CED Director
Jennifer Kester, Planning Manager

Repurposing allocated Code Compliance Supervisor position funding Re:

Proposed New Senior Planner position

The 2019-2020 Budget includes funding for a Code Compliance Supervisor position in the CED Department. However, upon further assessment of Department/Citywide needs, we recommend this position not be filled and instead replaced with a Senior Planner position that would support both Public Works and CED in the areas of transportation and regional planning.

Reasons for not filling the Code Compliance Supervisor position

The code compliance function is staffed by two Code Compliance Program Coordinators (CCPCs), which report to the Building Services Manager, who has a total of four direct reports. Code Compliance administrative support is provided by an Administrative Assistant 2 position that reports to the CED Director; this position also provides administrative support to the entire CED department.

Supervision of the two CCPC positions does not require a full-time position dedicated solely to this task; supervision can continue to be provided by the Building Services Manager without any sacrifice of level of service to the community. Code Compliance related complaints have reduced in number since 2015 (9% decrease) and the number of open, unresolved cases has dropped by 33% during the same time period. In addition, the 2018 median time to resolve complaints was 21 days, well within the 30-day goal. There will always be difficult situations that take significant time to resolve, but overall, the code compliance program is working well and adding a Code Compliance Supervisor position would not bring the added value necessary to justify the cost

Additionally, it should be recognized that a Code Compliance Supervisor position could not regularly perform the duties of the CCPCs, as those are union positions and the work they perform is bargained work. Although from an organizational standpoint it might be ideal to have the CCPCs report to a supervisor instead of a manager position, that in itself is not

sufficient reason to hire a supervisor. The current reporting relationship is to a manager with only two other direct reports and he has demonstrated having sufficient time to direct the work of the CCPCs (this is already occurring).

<u>Proposed new Senior Planner position</u>

Based upon significant local and regional transportation issues facing SeaTac, we are recommending the creation of a new Senior Planner position specializing in transportation planning, to be located within the Planning Division of CED. Existing Public Works and Planning staff have found it difficult to devote adequate time to represent the City's interests in the following:

- Sound Transit's BRT (bus rapid transit) plans along SR-518;
- Sound Transit's System Access Funds;
- Disposition of Sound Transit Angle Lake TOD site;
- Coordinating with WSDOT on plans for SR-509 & SR-518;
- Coordination with the City of Tukwila on its International Blvd. rechannelization project;
- King County Metro route and service planning.

In addition to the above, this position would increase functionality in regards to:

- Annual review/amendment of the 6-Yr. Transportation Improvement Program (TIP);
- Periodic updates to the City's Transportation Master Plan;
- Coordination of the City's transportation model with the Airport;
- Identifying and securing grants for transportation improvements;
- Potential turnback of International Blvd by WSDOT to SeaTac.
- Ensuring alignment between transportation capital improvements and long range planning goals;

Other anticipated assignments to this position would include:

- Review/coordination with the capital facilities planning for the 9 utility districts and two school districts that serve the city;
- Improved project planning/coordination between Public Works and CED on capital improvement projects;

The nature of this work requires an experienced individual who can operate with a good degree of independence and effectively represent the City's interests, which is why a Senior Planner position is recommended.

This position would be consistent with two City Council goals:

- **City Operations:** Continuously improve the effectiveness and efficiency of city government.
- Infrastructure Investment: Improve the community by making capital investments.

City of SeaTac New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card:
Position Title (Provided by HR):
Salary Range/Step (Provided by HR):
Limited Position?:
Primary Duties/Responsibilities:
Total Salary (provided by Finance)
Total Benefits (provided by Finance)
Subtotal Salary and Benefits
Furniture and Office Equipment
Computer Hardware and Software
Uniform
Vehicle (provided by Public Works)
Equipment Rental Charges (from 501 Fund - provided by Public Works)
Training
Telephone (cell/pager, etc.)
Other (specify):
Subtotal Associated Costs
TOTAL:

City of SeaTac Budget Decision Card

			1
Title:			
Amount:		Department:	
BARS#:		Division:	
		Director:	
On-Going	Mandatory		
One-Time	Discretionary	Preparer:	
Description: (Provide a	brief overview of <u>what</u> is being r	requested)	
Justification: (Explain <u>u</u>	why this is being requested and/o	or how the request will benefit th	ne City):
Alternatives: (List possi	ble alternatives and/or risks if fur	nding is not approved):	
City Goal: (Identify one	or more City Goal addressed by	this request):	
	,		
Funding Source: (How	will this request be funded):		
		A manuat	Amarini
Current Operations:	Source/Fund (be specific)	<u>Amount</u>	<u>Amount</u>
Ending Fund Balance:			
Grant:			
Other:			
	TOTAL		



FIRST AMENDED AND RESTATED CITY OF SEATAC – YMCA OF GREATER SEATTLE AGREEMENT FOR SERVICES AND LOW-INCOME MEMBERSHIPS

THIS FIRST AMENDED AND RESTATED CITY OF SEATAC – YMCA OF GREATER SEATTLE **AGREEMENT FOR SERVICES AND LOW-INCOME**MEMBERSHIPS ("Amended and Restated Services Agreement") is made and entered into on this ______ day of ______, 2019, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as "City," and the YMCA of Greater Seattle, hereinafter referred to as "YMCA," and the City and YMCA collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an "Agreement for Recreational Services and Low-Income Memberships" dated August 10, 2006 (hereinafter referred to as the "Services Agreement"), a copy of which is attached as Exhibit A;

WHEREAS, the Parties wish to amend and restate the Services Agreement in order to establish a process for verifying the status of low-income members and updating a Master List of Services that the YMCA will provide the City, effective June 1, 2019 ("Effective Date");

NOW, THEREFORE, the Parties hereto agree as follows:

Scope of Services.

An updated list of services and memberships, with their respective values in 2009 dollars, is attached as Exhibit B (hereinafter referred to as the "Master List of Services" as revised from time to time). The Parties agree that the Master List of Services will be used in conjunction with the Amended and Restated Services Agreement, so that the value of the services and memberships provided by the YMCA will be established from the Effective Date. The YMCA agrees to provide to the City recreational services and low-income memberships to the YMCA generally described as follows:

A. Low-Income Memberships.

On an annual basis, the YMCA agrees to provide facility memberships for use by qualified low-income families and individuals who reside in the City of SeaTac. These memberships will provide access to the YMCA facilities at 188th Street and 36th Avenue South within SeaTac, Washington ("Matt Griffin YMCA"), provided that the YMCA shall be entitled to apply and enforce its rules, standards, and procedures to activities on YMCA facilities, except as expressly provided herein.

Solely for purposes of counting Qualified Low-Income Members towards its delivery of

service requirements set forth in Section 3, the YMCA will verify whether applicants for services and membership under the Amended and Restated Services Agreement are residents of the City of SeaTac by obtaining proof of residence and qualifying them as lowincome members ("Qualified Low-Income Members"), based upon demonstrated qualification for Federal poverty programs including without limitation the Free and Reduced Lunch program, Section 8 Housing, food stamps, WIC, and any other government subsidy program that requires income verification. The City may also verify proof of residence and low income by using its internal process and shall direct these residents to the YMCA with appropriate vouchers once verification is completed so that the residents can obtain their YMCA memberships or services. The YMCA shall be entitled to rely on this process or the City's vouchers and/or list of qualified low-income residents, without performing any independent verification of applicants. The YMCA counts of Qualified Low-Income Members shall be the basis for determining the value of services provided to the City by the YMCA over the term of the Services Agreement and the Amended and Restated Services Agreement. Existing low-income members of the YMCA shall be included in the YMCA's count of members. The YMCA will use its current process of random sampling of existing low-income members to verify their qualifications. The City agrees to indemnify, defend, and hold harmless the YMCA for any claims, losses or damages arising from the verification, qualification, or denial of qualification of any applicant for services or membership.

B. Aquatics Services.

The YMCA agrees to provide for the City use of the Matt Griffin YMCA Facility aquatics area, to include facilities such as slides, zero-depth entry, tube float area, or other such amenities in addition to normal lap swim lane provided that the YMCA shall be entitled to applyand enforce its rules, standards and procedures to activities on YMCA facilities, except as expressly provided herein. The scheduling of the use of aquatic facilities shall be as mutually agreed, which the Parties agree to exercise good faith toward reaching.

C. Teen Nights.

The YMCA agrees to host for the City "teen nights" which shall include activities and events geared toward teenage participants from the City of SeaTac, and which "teen nights" shall be held at the Matt Griffin YMCA, provided that the YMCA shall be entitled to apply and enforce its rules, standards, and procedures to activities on YMCA facilities, except as expressly provided herein. The specific activities and events for "teen night" shall be mutually agreed upon between the City Parks & Recreation Director and the Executive Director of the Matt Griffin YMCA, or their designees.

D. Other Recreational Services and Classes.

The YMCA agrees to provide for the City and YMCA members recreational services and classes, to be agreed upon by the City and the YMCA. The recreational services and classes are intended to supplement the current classes and programs offered by the City's Parks and Recreation Department.

E. Choice of Services and Memberships.

The Parties to this Amended and Restated Services Agreement recognize the need for flexibility in determining the specific services and low-income memberships to be provided by the YMCA on a yearly basis. In order to allow for maximum flexibility, the City shall receive fifty-seven thousand, three hundred fourteen dollars (\$57,314) worth of services and low-income memberships per year during the term of this Amended and Restated Services Agreement until YMCA has met its delivery of service requirements in Section 3. Said dollar amount shall remain constant during the term of this Amended and Restated Services Agreement, shall not be adjusted for inflation, and shall not be modified except by written

agreement and approval of the City of SeaTac. The value of services or memberships not utilized by the City during a particular year shall be carried forward to future years, and shall not be forfeited. The YMCA shall not be obligated to provide more than \$57,314 worth of services in any calendar year, nor will there be a cap on the value of services provided in any year. The full value of all services and low-income memberships provided by YMCA shall be credited towards meeting its obligation to the City under Section 3.

Services free to members include unlimited access to all YMCA locations across King County, recreational swims, fitness lap swims, daily health and wellness classes for all levels, access to open gym and swim times, daily youth center activities, chronic disease prevention and weight loss programs, personalized wellness planning, senior exercise classes, structured and supervised child activities for children, cardio and strength wellness availability, social meeting times, drop in and organized youth and adult sports, family events, community events, cooking and nutrition classes, seminars and workshops presented by local community health partners, teen programs and events, volunteer opportunities, community excursions, and meeting spaces.

The City shall choose the specific services and number of low-income memberships to be provided by the YMCA on a yearly basis (or some other time period as mutually agreeable between the City and the YMCA). Such choices will be made from the list of services and memberships to be agreed upon by the City and the YMCA, and approved by the SeaTac City Council prior to the City making any payments to the YMCA under Section 3 of this Amended and Restated Services Agreement. The Parties recognize that, by paying for the services and memberships in advance (as outlined in Section 3 of this Amended and Restated Services Agreement), the City will receive services and low-income memberships at the price mutually agreed upon by the City and the YMCA and described in Exhibit B, and once established, said prices shall not be increased, will not be subject to inflation, and shall not be modified except by written agreement and approval of the YMCA and the City of SeaTac. Furthermore, any changes to the list of services and memberships once established shall be made in writing, shall be of a comparable value, and shall be approved by the City of SeaTac. Neither a program nor facility membership will be needed by SeaTac residents in order to participate in selected activities that are mutually agreed upon annually in keeping with standard YMCA policies and practices.

Term of Agreement.

The Term of this Amended and Restated Services Agreement shall commence on the Effective Date. The YMCA obligations in Section 3 of this Amended and Restated Services Agreement shall be satisfied by June 30, 2029 or when all services and low-income memberships have been provided by the YMCA as identified in Section 3 of this Amended and Restated Services Agreement, whichever is earlier.

Delivery of Services.

In consideration of payment made to the YMCA as outlined in this Section of this Agreement, the City will receive a total of one million, one hundred forty-six thousand, two hundred and eighty dollars (\$1,146,280) worth of services and low-income memberships from the YMCA over the term of the Services Agreement and this Amended and Restated Services Agreement.

The City has paid the YMCA for services and low-income memberships a total of one million, thirty-one thousand, and one hundred and five dollars (\$1,031,105). This amount is intended to benefit the residents of SeaTac and not to inure to the benefit of the YMCA. This amount reflects a 10% discount of the costs of services received in consideration of the City making payment in advance for these services. Furthermore, the City will receive a

fixed price for the services and low-income memberships provided pursuant to Exhibit B of this Amended and Restated Services Agreement. Said prices will be mutually agreed upon by the City and the YMCA and approved by the City of SeaTac prior to the City making any payments to the YMCA under this section. The Parties agree that as of May 31, 2019 the YMCA has delivered \$228,571.00 in services and low-income memberships to the City. The Parties agree that, after the YMCA has provided services and low-income members valued at \$917,709.00, the YMCA will have fully met its commitment to the City hereunder. It is the intent of the Parties that these and other services and programs will continue after the financial commitment has been fulfilled, at least until 2029.

4. YMCA's Representations.

The YMCA hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.

5. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any services provided or work performed under this Amended and Restated Services Agreement shall be subject to inspection and audit by the City at any time during the term of this Amended and Restated Services Agreement and for a period of five (5) years from the final payment for services provided or work performed under this Amended and Restated Services Agreement.

6. Administration of Agreement.

This Amended and Restated Services Agreement shall be administered by the Executive Director of the Matt Griffin YMCA, on behalf of the YMCA, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Amended and Restated Services Agreement shall be served on or mailed to the following addresses:

City of SeaTac Attn: City Manager 4800 S. 188th Street SeaTac, WA 98188-8605 (206) 973-4800

YMCA of Greater Seattle
Office of the President and CEO
909 4th Avenue
Seattle, WA 98104
(206) 382-5000

7. Notices.

All notices or communications permitted or required to be given under this Amended and Restated Services Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a Party of this Amended and Restated Agreement, to the address for the Party set forth above, or if to a person not a Party to this Amended and Restated Services Agreement, to the address

designated by a Party to this Amended and Restated Services Agreement in the foregoing manner.

Any Party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other Party, all pursuant to the procedure set forth in this section of the Amended and Restated Services Agreement.

8. Insurance.

During the term of this Agreement, the YMCA shall maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Amended and Restated Services Agreement by the YMCA, its agents, representatives, employees or contractors. The cost of such insurance shall be paid by the YMCA. Each insurance policy shall be written on an "occurrence" form.

- A. MINIMUM LIMITS OF INSURANCE. The YMCA shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage until such time as the Matt Griffin YMCA becomes operable, whereupon the said minimum limit shall be increased to \$5,000,000.
- B. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and be approved by the City. The deductible and or self-insured retention of the policies shall not limit or apply to the YMCA's liability to the City and shall be the sole responsibility of the YMCA.
- C. OTHER INSURANCE PROVISIONS. The insurance policies required in this Section are to contain or be endorsed to contain the following provisions:
- 1. The City, its officers, officials, employees, and agents are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of the YMCA in connection with this Amended and Restated Services Agreement and as respects to the entire Matt Griffin YMCA premises.
- 2. The YMCA's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, or agents shall not contribute with the YMCA's insurance or benefit the YMCA.
- 3. The YMCA's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 4. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until forty-five (45) days after notice served or delivered by the U.S. Postal Service or courier, with return receipt requested, has been given to the City.

9. Indemnification.

The YMCA agrees to indemnify and hold the City harmless as provided herein to the maximum extent possible under law. Accordingly, the YMCA agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the City, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property

damage which is caused by, arises out of, or is incidental to the YMCA's exercise of rights and privileges granted by this Amended and Restated Services Agreement, except to the extent of the City's sole negligence, misconduct, or breach of this Amended and Restated Services Agreement. The YMCA's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the City at the YMCA's own expense;
- B. Indemnification of claims made by the YMCA's own employees or agents; and,
- C. Waiver of the YMCA's immunity under the industrial insurance provisions of Title 51 RCW but only to the extent necessary to indemnify the City, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the City to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such reasonable fees, expenses, and costs shall be recoverable from the YMCA.

10. Assignment.

Neither Party to this Amended and Restated Services Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other Party hereto. No assignment or transfer of any interest under this Amended and Restated Services Agreement shall be deemed to release the assignor from any liability or obligation under this Amended and Restated Services Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

11. Amendment, Modification or Waiver.

No amendment, modification, or waiver of any condition, provision, or term of this Amended and Restated Services Agreement shall be valid or of any effect unless made in writing, signed by the Party or Parties to be bound, or such Party's or Parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification, or waiver. Any waiver by any Party of any default of the other Party shall not affect or impair any right arising from any subsequent default. It is further provided that nothing herein shall limit the remedies or rights of the Parties hereto under and pursuant to this Amended and Restated Services Agreement.

12. <u>Termination and Suspension.</u>

Either Party may terminate this Amended and Restated Services Agreement upon written notice to the other Party if the other Party fails substantially to perform in accordance with the terms of this Amended and Restated Services Agreement through no fault of the Party terminating the Amended and Restated Services Agreement. It is provided, however, that any termination shall include the pro rata repayment of any and all amounts paid by the City for services that will not be received.

13. Parties in Interest.

This Amended and Restated Services Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Amended and Restated Services Agreement. This Amended and Restated Services Agreement is for the exclusive benefit of the Parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors, and their sureties.

14. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities, or obligations under this Amended and Restated Services Agreement, the prevailing Party shall be entitled to receive its reasonable costs and attorney's fees.

15. Construction and Venue and Dispute Resolution.

This Amended and Restated Services Agreement shall be construed in accordance with the laws of the State of Washington. It is agreed that King County, Washington shall be the venue for any arbitration or lawsuit arising out of this Amended and Restated Services Agreement. Except as otherwise provided by law, it is expressly understood that neither Party can institute any legal action against the other based on this Amended and Restated Services Agreement until the Parties have exhausted the arbitration procedures required in the following paragraph.

If a dispute arises from or relates to this Amended and Restated Services Agreement or the breach thereof, and if the dispute cannot be resolved through direct negotiations between the Parties, then the Parties agree to first settle their dispute by arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for arbitration shall be borne equally by the Parties. However, each Party shall bear the expenses of its own counsel, experts, witnesses, and preparation of evidence.

Captions, Headings and Titles.

All captions, headings, or titles in the paragraphs or sections of this Amended and Restated Services Agreement are inserted for convenience of reference only and shall not constitute a part of this Amended and Restated Services Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine, and neutral expressions shall be interchangeable. Interpretation or construction of this Amended and Restated Services Agreement shall not be affected by any determination as to who is the drafter of this Amended and Restated Services Agreement, this Amended and Restated Services Agreement of the Parties.

17. Severable Provisions.

Each provision of this Amended and Restated Services Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Amended and Restated Services Agreement.

18. Entire Agreement.

This Amended and Restated Services Agreement contains the entire understanding of the Parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

19. Counterparts.

This Amended and Restated Services Agreement may be executed in multiple counterparts, each of which shall be one and the same Amended and Restated Services Agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Services Agreement to be executed effective the day and year first set forth above.

THE YMCA OF GREATER SEATTLE

SIGNATURE PRINT NAME THE CITY OF SEATAC SIGNATURE PRINT NAME

DATE

Exhibit A

CITY OF SEATAC – YMCA AGREEMENT FOR RECREATIONAL SERVICES AND LOW-INCOME MEMBERSHIPS

THIS AGREEMENT made and entered into on this _______ day of ______, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as "City" and the Young Men's Christian Association of Greater Seattle, hereinafter referred to as "YMCA."

WITNESSETH:

WHEREAS, the City operates a variety of recreational programs as a part of its Parks and Recreation functions; and,

WHEREAS, the City Council deems it appropriate to pre-pay for services furnished by the YMCA; and,

WHEREAS, the City desires to supplement its recreational programs through services available through the YMCA; and,

WHEREAS, the YMCA is qualified and able to provide such services, and is willing and agreeable to provide such services upon the terms and conditions herein contained; and

WHEREAS, the City of SeaTac will receive a substantial discount in the cost of the services received from the YMCA by entering into this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

Scope of Services.

The YMCA agrees to provide to the City recreational services and low-income memberships to the YMCA generally described as follows:

a. Low-Income Memberships.

On an annual basis, the YMCA agrees to provide the City with a predetermined number of facility memberships for use by qualified low-income families and individuals, or qualified low-income seniors who reside in the City of SeaTac. These memberships will provide access to the YMCA facilities to be built and located at approximately the intersection of South 188th Street and 36th Avenue South within the SeaTac, Washington ("SeaTac YMCA"), provided that the YMCA shall be entitled to apply and enforce its rules, standards and procedures to activities on YMCA facilities, except as expressly provided herein.

AGREEMENT NO. 06-AC69

It is the intent that any memberships provided by the YMCA under the terms of this Agreement shall be provided for the support of the poor and infirm, pursuant to Article VIII, Section 7 of the Washington State Constitution.

b. Aquatics Services.

The YMCA agrees to provide for the City use of the YMCA Facility aquatics area, to include facilities such as slides, zero depth entry, tube float area, or other such amenities in addition to normal lap swim lanes, to be built at the SeaTac YMCA, provided that the YMCA shall be entitled to apply and enforce its rules, standards and procedures to activities on YMCA facilities, except as expressly provided herein. The scheduling of the use of aquatic facilities shall be as mutually agreed, which the parties agree to exercise good faith toward reaching.

c. Monthly Teen Nights.

The YMCA agrees to host for the City "teen nights" which shall be a minimum of three (3) hours in length. "Teen nights" shall include activities and events geared toward teenage participants from the City of SeaTac, and which "teen nights" shall be held at the SeaTac YMCA, provided that the YMCA shall be entitled to apply and enforce its rules, standards and procedures to activities on YMCA facilities, except as expressly provided herein. The specific activities and events for "teen night" shall be mutually agreed upon between the City Parks & Recreation Director and the YMCA Executive Director, or their designees.

d. Other Recreational Services and Classes

The YMCA agrees to provide for the City and YMCA members recreational services and classes, to be agreed upon by the City and the YMCA. The recreational services and classes are intended to supplement the current classes and programs offered by the City's Parks and Recreation Department.

e. Choice of Services and Memberships.

The parties to this agreement recognize the need for flexibility in determining the specific services and low-income memberships to be provided by the YMCA on a yearly basis. In order to allow for maximum flexibility, the City shall receive fifty-seven thousand, three hundred fourteen dollars (\$57,314) worth of services and low income memberships per year during the term of this Agreement. Said dollar amount shall remain constant during the term of this Agreement, shall not be adjusted for inflation, and shall not be modified except by written agreement and approval of the SeaTac City Council. The value of services or memberships not utilized by the City during a particular year shall be carried forward to future years, and shall not be forfeited. The term of this Agreement shall be extended in order for the City to utilize any unused services or low income memberships, unless other mutually agreeable written arrangements are made. The YMCA shall not be obligated to provide more that \$57,314 worth of services in any year (July 1 through June 30).

The City shall choose the specific services and number of low-income memberships to be provided by the YMCA on a yearly basis (or some other time period as mutually agreeable

between the City and the YMCA). Such choices will be made from the list of services and memberships to be agreed upon by the City and the YMCA, and approved by the SeaTac City Council prior to the City making any payments to the YMCA under Section 3 of this Agreement. The parties recognize that, by paying for the services and memberships in advance (as outlined in Section 3 of this Agreement), the City will receive services and low income memberships at the price mutually agreed upon by the City and the YMCA, and once established, said prices shall not be increased, will not be subject to inflation, and shall not be modified except by written agreement and approval of the YMCA and the SeaTac City Council. Furthermore, any changes to the list of services and memberships once established shall be made in writing, shall be of a comparable value, and shall be approved by the SeaTac City Council. Neither a program or facility membership will be needed by SeaTac residents in order to participate in selected activities that are mutually agreed upon annually in keeping with standard YMCA policies and practices.

Term of Agreement.

The Term of this Agreement shall commence on the date hereof. This Agreement shall terminate twenty (20) years after the facility is open for use by the public, or when all services and low income memberships have been provided by the YMCA as identified in Section 3 of this Agreement, whichever is later. In no event shall this Agreement terminate sooner than June 30, 2029. Time is of the essence in this Agreement.

Payment for Services.

In consideration of payment made to the YMCA as outlined in this Section of this Agreement, the City will receive a total of one million, one hundred forty-six thousand, two hundred and eighty dollars (\$1,146,280) worth of services and low income memberships from the YMCA over the term of this Agreement.

The City shall pay the YMCA for services and low-income memberships a total of one million, thirty-one thousand, one hundred and five dollars (\$1,031,105). The City shall make payment to the YMCA prior to January 15, 2009. This amount reflects a 10% discount of the costs of services received in consideration of the City making payment in advance for these services. Furthermore, the City will receive a fixed price for the services and low income memberships provided pursuant to this Agreement. Said prices will be mutually agreed upon by the City and the YMCA, and approved by the SeaTac City Council prior to the City making any payments to the YMCA under this section.

YMCA's Representations.

The YMCA hereby represents and warrants that he has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any services provided or work performed under this Agreement shall be subject to inspection and audit by the City at any time during the term of this Agreement and for a period of five (5) years from the final payment for services provided or work performed under this Agreement.

6. Administration of Agreement.

This Agreement shall be administered by the Executive Director of the Highline YMCA, on behalf of the YMCA, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of SeaTac SeaTac City Hall 4800 S. 188th St. SeaTac, WA 98188-8605 (206) 973-4800 FAX (206) 973-4809 YMCA 17874 Des Moines Memorial Drive Seattle, WA 98148 (206) 244-5880 FAX (206) 244-5881

Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

8. Insurance.

By the date of execution of this Agreement, the YMCA shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement by the YMCA, its agents, representatives, employees or contractors. The cost of such insurance shall be paid by the YMCA. Each insurance policy shall be written on an "occurrence" form.

- A. MINIMUM LIMITS OF INSURANCE. The YMCA shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage until such time as the SeaTac YMCA becomes operable, whereupon the said minimum limit shall be increased to \$5,000,000.
- B. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and be approved by the City. The deductible and or self-insured retention of the policies shall not limit or apply to the YMCA's liability to the City and shall be the sole responsibility of the YMCA.
- C. OTHER INSURANCE PROVISIONS. The insurance policies required in this Section are to contain or be endorsed to contain the following provisions:

- 1. The City, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the YMCA in connection with this Agreement and as respects to the entire SeaTac YMCA premises.
- 2. The YMCA's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, or agents shall not contribute with the YMCA's insurance or benefit the YMCA.
- 3. The YMCA's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 4. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until forty-five (45) days after notice served or delivered by the U.S. Postal Service or courier, with return receipt requested, has been given to the City.

9. <u>Indemnification</u>.

The YMCA agrees to indemnify and hold the City harmless as provided herein to the maximum extent possible under law. Accordingly, the YMCA agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the City, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the YMCA's exercise of rights and privileges granted by this Agreement, except to the extent of the City's sole negligence, misconduct, or breach of this Agreement. The YMCA's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the City at the YMCA's own expense;
- B. Indemnification of claims made by the YMCA's own employees or agents; and,
- C. Waiver of the YMCA's immunity under the industrial insurance provisions of Title 51 RCW but only to the extent necessary to indemnify the City, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the City to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such reasonable fees, expenses and costs shall be recoverable from the YMCA.

Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or

obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

11. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. It is further provided that nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement. It is provided, however, that any termination shall include the pro rata repayment of any and all amounts paid by the City for services that will not be received.

Furthermore, by accepting payment under this Agreement, the YMCA commits to constructing and opening the SeaTac YMCA. Should the SeaTac YMCA not open for use by the public prior to June 30, 2009, this Agreement shall terminate, and any payments made by the City shall be refunded no later than August 31, 2009.

13. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

15. Construction and Venue and Dispute Resolution.

This Agreement shall be construed in accordance with the laws of the State of Washington. It is agreed that King County, Washington shall be the venue for any arbitration or lawsuit arising out of this Agreement. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Agreement until the parties have exhausted the arbitration procedures required in the following paragraph.

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct negotiations between the parties, then the parties agree to first

settle their dispute by arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for arbitration shall be borne equally by the parties. However, each party shall bear the expenses of its own counsel, experts, witnesses, and preparation of evidence.

Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

THE YOUNG MEN'S CHRISTIAN

Craig R. Ward, City Manager

Approved as to form:

Name: Surf Construction of GREATER SEATTLE

Exhibit B

YMCA RECREATION SERVICES FOR CITY OF SEATAC

Program	Unit	Credit/Unit	Value/Punch	Frequency	Projected # of Cards /Memberships*	Projected Annual Value*
Punch Card Activities – Full Access, including:	Punch Card	\$48	\$4.80/visit	10/card	160	\$7,680
a. Senior Water Aerobics						
b. Lap Swim						
c. Open Recreation Swim						
d. Climbing Wall						
e. Weight Room						
Swimming for Afterschool Program	Session	\$100	NA	20 weeks	NA	
Swimming for Summer Camp Program (Youth & Teen)	Session	\$100	NA	18 weeks	NA	
Sunday Night Free Recreation Swim	Session	\$150	NA	50 weeks A session is at least 2 hours.	NA	
Climbing Wall for Summer Camp	Session	\$150	NA	10 weeks	NA	
Senior Exercise Program @ SeaTac Community Center (New Program)	Class	\$80	NA	40 weeks	NA	
Youth Fitness Class @ Bow Lake ASP (New program)	Class	\$60	NA	35 weeks	NA	
Elementary and Middle School Swim Lessons (New Program/Program Expansion) (vouchers available to income eligible families	Session	\$48/session	NA	4-week sessions, 2 sessions per week	NA	
Safety Around Water Classes for SeaTac Elementary and Middle School students (vouchers available to income eligible families)	Session	\$50/session	NA	1 week (Number of sessions will vary but each class has a minimum of 6-8 hours of water safety.)	NA	
Low-Income Membership	month	\$10 per month per member (to	NA NA	12 months	400	

	be applied				
	as a				
	reduction to				
	the				
	resident's				
	portion of				
	the				
	membership				1
	fee).		-		
night	\$1,200/3- hour session	NA	monthly	NA	
	night	as a reduction to the resident's portion of the membership fee).	as a reduction to the resident's portion of the membership fee). night \$1,200/3- NA hour	as a reduction to the resident's portion of the membership fee). night \$1,200/3- NA monthly hour	as a reduction to the resident's portion of the membership fee). night \$1,200/3- NA monthly NA hour

^{*}Projected based on anticipated minimums. Full counts and values will be credited towards YMCA delivery of services requirements.