



Administration and Finance Committee Minutes

March 10, 2022
 4:00 PM
 Virtual Meeting

Commence: 4:00 PM
 Adjourn: 4:44 PM

Committee Members:	Present	Absent
Councilmember Takele Gobena, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Senayet Negusse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Councilmember Iris Guzmán	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councilmember Mohamed Egal (temp)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other Council Members Present: Peter Kwon

Staff Coordinator: Gwen Pilo, Finance & Systems Director

1. Call to Order	<i>Councilmember Takele Gobena called the meeting to order at 4:00 PM.</i>
2. Public Comment	<i>None</i>
3. Review of the Minutes	<p><u> X </u> Recommended for Approval</p> <p><i>A copy of the 2/10/2022 minutes were provided to the committee for review. The committee approved the minutes as presented.</i></p>
4. Council/City Manager Travel Approval	<p><u> X </u> Recommended for Approval</p> <p><i>Executive Assistant Lesa Ellis presented the following items for approval:</i></p> <ol style="list-style-type: none"> <i>1. Expense approval for City Manager Carl Cole ICMA West Coast Regional Conference Lodging: \$202.50</i> <p><i>The committee voted to approve.</i></p> <ol style="list-style-type: none"> <i>2. Pre-approval for Councilmember Egal NLC Congress of Cities Lodging: \$1800.00 Meals: \$320.00 Transportation: \$725.00 Registration: \$700.00</i>

	<p><i>Total: \$3,545.00</i></p> <p><i>The committee voted to approve.</i></p> <p>3. <i>Expense approval for Councilmember Egal NLC Congress of Cities Registration: \$680.00</i></p> <p><i>The committee voted to approve.</i></p>
5. Hotel/Motel Tax Advisory Committee Annual Review	<p><u> X </u> Recommended for Approval</p> <p><i>City Clerk Kristina Gregg presented the annual membership review of the Hotel/Motel Tax Advisory Committee, as required by RCW. The committee agreed with the staff recommendation to continue with the current committee membership number. The committee recommended approval, and the Chair will report out to the entire Council at the March 22 Regular Council Meeting during committee updates.</i></p>
6. HR Analyst – Job Audit Results	<p><u> X </u> Approved</p> <p><i>Human Resources Director Mei Barker presented a memo detailing the proposed reclassification of the current Human Resources Analyst to a Senior Human Resources Analyst, following the completion of an external job audit. There is no proposed change in compensation and a budget amendment is not required. The committee approved the reclassification of the position.</i></p>
7. Donation of Fire Aid Car	<p><u> X </u> Recommended for Approval</p> <p><i>Senior Management Analyst Anita Woodmass along with Brian Carson from Puget Sound Regional Fire Authority (PSRFA) presented to the committee a proposal to repurpose a retired SeaTac aid car to the Fire Cadets. The committee recommended this item for approval and it will be presented on the Consent Agenda at a future Regular Council Meeting.</i></p>
8. Q4 2021 Preliminary Year End Reports	<p><u> X </u> Informational Update</p> <p><i>Finance & Systems Director Gwen Pilo presented the preliminary Financial Management Report detailing actuals through December 31, 2021. Overall, the City anticipates ending 2021 in a positive financial position.</i></p>

9. February 2022 Investment Report	<u>X</u> Informational Update <i>Finance & Systems Director Gwen Pilo provided the committee with the February 2022 Investment Compliance Report and Portfolio Analysis.</i>
10. Adjourn	Councilmember Takele Gobena <i>adjourned the meeting at 4:44 PM.</i>

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

April 14, 2022

Carl Cole - ICMA West Coast Regional Conference
 March 15-18, 2022
 Skamania Lodge, Stevenson, WA
 Not specifically budgeted, but can be absorbed

A&F Approval Date	Lodging	Meals	Transportation	Registration	Total
Pre-approval estimates 2/10/22	\$611.00			\$325	\$936
EXPENSES:					
2/10/22				\$325	325.00
3/10/22 (deposit)	202.50				202.50
4/14/22	405.10				405.10
TOTAL EXPENSES	\$607.60			\$325.00	\$932.60

Peter Kwon – NLC Congress of Cities
 March 14-16, 2022
 Washington DC
 Budgeted: \$3,545 (1)

A&F Approval Date	Lodging	Meals	Transportation	Registration	Total
Pre-approval estimates 2/10/22	\$1800	\$320	\$725	\$700	3,545.00
EXPENSES:					
2/10/22 early bird				\$520	520.00
4/14/22	1890.95	0	477		2367.95
TOTAL	\$1890.95	\$0	\$477	\$520	\$2887.95

Mohamed Egal – NLC Congress of Cities
 March 14-16, 2022
 Washington DC
 Budgeted: \$0 but can be absorbed in the Council budget

A&F Approval Date	Lodging	Meals	Transportation	Registration	Total
Pre-approval estimates 3/10/22	\$1800	\$320	\$725	\$700	\$3,545
EXPENSES:					
3/10/22 first time attendee, EconDev workshop				\$495 \$185	680.00
4/14/22	1459.85	109.48	763.70		2333.03
TOTAL	\$1459.85	\$109.48	\$763.70	\$680	\$3013.03

Takele Gobena, Chair



City Council Post Trip Report

Required for City paid expenses or reimbursements of \$50 and above

Per the City Council Administrative Policies and Procedures, Section 15, the Trip Report shall be completed and submitted to the Executive Assistant within 15 days for inclusion in the next A&F Committee meeting packet.

Filed By: Peter Kwon

What type of event did you attend?

Training

Conference

Other (specify): [Click here to enter text.](#)

Name of Event:	NLC Congressional City Conference
Purpose:	SeaTac Federal legislative work, learning, sharing
Location:	Washington DC
Date(s) of Event:	March 13-16, 2022
Number of hours attended:	21 hours planned events, approx 50 hours total with unplanned meetings and last-minute networking

Please answer the following questions

What interested you in attending this event?
I've been involved with NLC and efforts to pursue SeaTac interests at the Federal level, especially involving transportation and FAA-related matters as they most directly impact our city. As a result I'm on the NLC Transportation Federal Advocacy Board and this trip is required as part of the work of board members. I'm also the President of NLC's Asian Pacific American Municipal Officials (APAMO) and have been working towards promoting and increasing minority participation in our community and attendance is also required as part of the ongoing work.

Please summarize what you learned and how it benefits the taxpayer:
My complete trip coverage follows: NLC Congressional City Conference -March 13-16, 2022 Peter Kwon Trip report =====
March 12, 2022

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Arrival, check-in, and event registration.

There was an unexpected blizzard with high winds that created an arrival delay for many attendees, so the evening Constituency Group event was cancelled at the last minute.

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March 13, 2022
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Transportation & Infrastructure Services (TIS) Federal Advocacy Committee Meeting
The Transportation & Infrastructure Services (TIS) Committee is responsible for developing policy positions on issues involving transportation, including planning, funding, safety and security of public transit, streets and highways, aviation, railroads and ports

discussed items:

NLC COMMITTEE BUSINESS: PRIORITY ISSUE UPDATES AND ACTION ITEMS
INFRASTRUCTURE BILL IMPLEMENTATION & INTERGOVERNMENTAL PARTNERSHIP
SAFETY

- What should we do together this year to improve partnerships on infrastructure?**
- What does safer mean in your community and how can the challenge help make it easier for city leaders to take action?**
- How can cities work together as we implement rail and transit connection to ensure we're sharing resources?**

Discussion prompts:

- 1. What do city leaders need from USDOT to move local priority infrastructure projects forward with federal BIL support in your community (including transit, safety projects, road upgrades, bridges, etc.)?**
- 2. What processes on federal programs in the BIL need to be explained in more detail as you've explored the BIL programs and learned from past experiences?**
- 3. How can connectivity be improved among federal, state and local plans and programs for better service and rides across the country?**

Speakers

Polly Trottenberg
Deputy Secretary - U. S. Department of Transportation
<https://ccc.nlc.org/speaker/polly-trottenberg/>

Nuria Fernandez
Administrator - Federal Transit Administration
<https://ccc.nlc.org/speaker/nuria-fernandez/>

Elaine Clegg
Council President and City Council, and TIS Chair

Dr. Barbara Odom-Wesley

Arlington City Council Member, District 8, At Large - City of Arlington
<https://ccc.nlc.org/speaker/dr-barbara-odom-wesley/>

Joseph Geierman
Mayor - Doraville, Georgia

Nathan Trail
Director of International, State & Local Policy at Supernal
<https://supernal.aero>

Additional notes:

A lot of discussion revolved around how cities can and can not use Federal ARPA dollars as well as information regarding upcoming transportation grants and the likely process of applying for those grants. One of the recurring themes was that ARPA and the upcoming Bipartisan Infrastructure bill can be used to improve safe streets. With all of the transportation related safety improvement projects in the pipeline (sidewalks, streets, intelligent traffic systems, etc), I believe SeaTac is well positioned to benefit from these Federal funding sources. Moving forward we should keep an eye out for the announcement of upcoming Federal grant application openings.

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March 14, 2022
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Opening General Session

Kick off the 2022 Congressional City Conference. Hear from NLC President Vince Williams, mayor of Union City, Georgia and NLC CEO and Executive Director Clarence Anthony as well as Members of Congress on the accomplishments of city leaders across the country and NLC's vital role in advocating for federal funds for America's cities, towns and villages.

Speakers

Mitch Landrieu
Senior Advisor to the President and Infrastructure Implementation Coordinator

Gene Sperling
Senior Advisor to the President | White House ARP Coordinator - The White House

Andy Berke
Special Representative for Broadband, National Telecommunications and Information Agency - U. S. Department of Commerce

Carlton Waterhouse
Deputy Assistant Administrator, Office of Land and Emergency Management - U.S. Environmental Protection Agency

Samantha Silverberg
Deputy Infrastructure Implementation Coordinator - The White House

Julia Chavez Rodriguez
Director, Office of Intergovernmental Affairs - White House

Clarence E. Anthony
CEO and Executive Director - National League of Cities

Vince Williams
NLC President & Mayor - Union City, Georgia

Victoria Woodards
NLC First Vice President & Mayor - Tacoma, Washington

Additional notes:

This was a standard general session where various speakers talked about how they are working with NLC and the benefits of participation. Also provided information regarding upcoming events and highlights.

Afternoon General Session
Connecting the Dots: Putting Federal Infrastructure Investments to Work in Your Community

As the federal government moves forward with historic investments in infrastructure, communities across the country stand to benefit from much-needed resources for local projects. In this session featuring high-level White House and federal officials, local leaders will learn more about how to leverage and maximize federal dollars for transportation, water and broadband projects. You'll also gain insights on important issues such as addressing equity and working collaboratively with other jurisdictions and state government.

Speakers

Teresa Mosqueda
Councilmember - Seattle, WA

Susan Rice
Ambassador | Director, Domestic Policy Council | Domestic Policy Advisor -

Steve Williams
Mayor - Huntington, West Virginia

Sharon Weston-Broome
Mayor-President - City of Baton Rouge and East Baton Rouge Parish

Eric Adams
Mayor - City of New York

Joseph R. Biden Jr.
President of the United States of America

Pete Buttigieg
U.S. Secretary of Transportation - U.S. Department of Transportation

Quinton Lucas
Mayor - Kansas City, Missouri

Vince Williams
NLC President & Mayor - Union City, Georgia

Additional notes:

I was selected for a photo session with President Biden and spent most of this time standing in line with the rest of the group so I missed most of this event. The highlight was President Biden speaking about the upcoming Bipartisan Infrastructure Law which will provide \$11 billion in safety funding opportunities for cities to improve local infrastructure.

Additional reference:

https://www.whitehouse.gov/wp-content/uploads/2022/01/BUILDING-A-BETTER-AMERICA_FINAL.pdf

Transportation Partnership Playbook: Using Federal and State Transportation Programs to Rebuild Roads, Bridges and Culverts at Home

The Bipartisan Infrastructure Law (BIL) provides \$350 billion in highway programs from now until 2026 and will make the largest dedicated bridge investment since the construction of the Interstate Highway System. The U.S. Department of Transportation's Federal Highway Administration will be providing traditional funds to your state to pass through as well as offering many new direct application programs to local governments, Metropolitan Planning Organizations, Tribes, and other public authorities. In this session, participants will learn about the full range of programs available from the Federal Highway Administration and resources available to help communities rebuild and reconnect their transportation systems at home.

Stephanie Pollack

Deputy Administrator - Federal Highway Administration (FHWA)

Stephanie Pollack was named Deputy Administrator of the Federal Highway Administration (FHWA) on January 27, 2021. In this role, Ms. Pollack provides executive leadership and strategic direction within FHWA to advance the goals and priorities of the Department.

Dr. Barbara Odom-Wesley

Arlington City Council Member, District 8, At Large - City of Arlington

Additional notes:

-Federal money can be used by local governments for bridges and safety projects

-NEVI: National Electric Vehicle Infrastructure Formula Program: electric vehicle infrastructure - have to collaborate with the state to secure funds/projects

Additional reference:

<https://www.fhwa.dot.gov/bipartisan-infrastructure-law/>

Asian Pacific American Municipal Officials (APAMO) General Membership Meeting

Provides an opportunity for the APAMO Board and Membership to engage with one another to discuss NLC resources, yearly goals and priorities and hear from a special guest speaker.

Additional notes:

This was an opportunity to review the work plan for this year which includes:

1. Stopping AAPI hate and violence and revisiting police reform

2. *Business/Economic support for local small businesses*

3. *Increasing youth civic participation*

Sungkwan Jang of the Korean American Grassroots Conference (KAGC) was a guest speaker and presented some history on KAGC, the work they have been doing, and ideas on collaborating and increasing local community participation.

Additional reference:

<https://kagc.us>

Association of Washington Cities and Municipal League of Oregon Cities Reception

Regular meeting and networking for AWC. Reconnect with colleagues and meet new members.

Additional notes:

This is an annual network opportunity to meet old and newly elected officials in Washington and Oregon.

Diversity Awards Event & Constituency Group Reception

Speaker

Sindy Benavides

Chief Executive Officer - League of United Latin American Citizens (LULAC)

Additional notes:

NLC's Cultural Diversity Awards honors community leadership in developing creative and effective programs to improve cultural diversity.

Additional reference:

<https://www.nlc.org/initiative/city-cultural-diversity-awards/>

https://www.kimt.com/news/rochester-receives-cultural-diversity-award-from-national-league-of-cities/article_c00f08c8-a62f-11ec-935d-4be90956a0cb.html

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March 15, 2022

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Transportation Spotlight: Electric Vehicle Charging Grants and Federal Transportation Financing Help for Your Community

The Bipartisan Infrastructure Law (BIL) will bring new electric vehicle charging grants to cities and states as well as opportunities to fund and finance your community's infrastructure in new ways with the Build America Bureau. Come get to know how these USDOT initiatives can support both cities of all sizes in both urban and rural areas.

Resources:

<https://driveelectric.gov/>

City of SeaTac

4800 S 188th St SeaTac, Washington 98188

<https://www.transportation.gov/rural/ev/toolkit>

<https://www.transportation.gov/buildamerica/>

Speakers

Roger Bohnert

Director, Office of Outreach and Project Development - U.S. Department of Transportation's Build America Bureau
roger.bohnert@dot.gov
202-366-0720

Andrew Wishnia

Deputy Assistant Secretary for Climate Policy - U. S. Department of Transportation

Additional notes:

SeaTac already has an electric vehicle charging station at City Hall. There is Federal funding available to add additional charging stations throughout the city as the demand increases.

ARPA Implementation in Your Community: Sharing Successes and Challenges – Cities less than 50,000

- **Get the latest information on the American Rescue Plan Act State and Local Fiscal Recovery Funds program.**
- **Hear from local leaders about the best uses of these funds for housing, public health, water, broadband and more.**
- **Connect with peers from similar-sized communities to share how diverse cities are using ARPA dollars.**

In this peer-to-peer networking session, participants will have the opportunity to share how cities, towns and villages are using American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) dollars. Attendees will hear a high-level overview of the SLFRF Final Rule from the U.S. Treasury Department and then engage in small group conversations with colleagues from across the country from similar-sized communities. This is your opportunity to hear and learn from colleagues about the best uses of these funds and some challenges communities are confronting along the way, so you can bring new ideas and solutions back home.

Speakers

Joe Buck

Mayor - City of Lake Oswego

Jacob Leibenluft

Counselor to the Secretary - U.S. DEPARTMENT OF THE TREASURY

Andreas Addison

Councilmember - RICHMOND, VA

Luncheon and General Session

Speakers

Nancy Pelosi

52nd Speaker of the United States House of Representatives - United States House of Representatives

Scott Mann

U.S. Army Green Beret (Ret.), Pineapple Express Mission Leader, Rooftop Leadership Expert

Alejandra Castillo

Assistant Secretary of Commerce for Economic Development and Administration - U.S. Economic Development Administration

Alexander Arnon

Associate Director of Policy Analysis - Penn Wharton Budget Model, University of Pennsylvania

David M. Sander Ph.D.

NLC Second Vice President & Councilmember - Rancho Cordova, California

Clarence E. Anthony

CEO and Executive Director - National League of Cities

Vince Williams

NLC President & Mayor - Union City, Georgia

Michael B. Hancock

Mayor - Denver, Colorado

Evening Event/Closing Party

Additional notes:

Networking opportunity, got to meet elected officials from various cities and share ideas.

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March 16, 2022

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Hill day at the Capitol campus.

Additional notes:

Met with our SeaTac Federal lobbyists Dale Learn and Dale Hoover to strategize messaging, then with Adam Smith to discuss our city's Federal Legislative Priorities. I also shared some of the local projects going on in SeaTac which benefitted from Federal policies, such as the transit-oriented mixed-use development by 154th/IB which was made possible with the Federal Opportunity Zone, and the new Road Safety Improvement project by 176th/32nd which was made possible with a \$1.95million Federal transportation grant SeaTac won taking 1st place in PSRC's competitive selection process.

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March 17, 2022

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Return trip home.

Would you recommend this opportunity for others? Please summarize why or why not.

I do recommend this opportunity for anyone interested in improving their understanding and increasing their skills in various aspects of Municipal Government. NLC is uniquely situated and equipped to provide training, information, and contacts that are directly relevant and can have immediate impact in our community.

Other Comments

When flying in to DC it's a personal choice to fly to either Reagan or Dulles airport. Airfare to Dulles is typically cheaper but offset by a longer, more costly trip to the hotel, vs. higher airfare cost to Reagan but a shorter, cheaper trip to the hotel. Dulles is a newer airport so it's a bit more comfortable, spacious, and efficient while Reagan is outdated, cramped, and hard to navigate through the crowds. I chose Reagan this time as it was the only air ticket available for the time frame.

There are various for-rent electric scooters throughout DC such as those operated by Lime. Although they can be convenient, the cost to use them has increased substantially since my last visit so it is cheaper to take a rideshare (Uber/Lyft) or a cab instead.

There is a local subway called The Metro which is an economic option to get around, but the stations might be far from where you're going and require a lot more walking. Depending on traffic conditions, this can be faster than taking a cab.

Weather conditions in DC can vary wildly; there was a blizzard when I arrived, 2 days later it was sunny and warm, and the next day it was pouring rain –pack appropriate clothing.

Please attach copies of any training outlines, lesson plans, or agendas

Signature:	Peter Kwon
Date of Signature:	3/21/2022



City Council Post Trip Report

Required for City paid expenses or reimbursements of \$50 and above

Per the City Council Administrative Policies and Procedures, Section 15, the Trip Report shall be completed and submitted to the Executive Assistant within 15 days for inclusion in the next A&F Committee meeting packet.

Rev. 3/15/22

Filed By: Mohamed Egal

What type of event did you attend?

Training

Conference

Other (specify): [Click here to enter text.](#)

Name of Event:	NLC Congressional City Conference
Purpose:	SeaTac Federal legislative work, learning and sharing
Location:	Washington DC
Date(s) of Event:	March 13-16, 2022
Number of hours attended:	23 hours planned events, approx 48 hours total with unplanned meeting and networking

Please answer the following questions

What interested you in attending this event?

It was my first time in the NLC and was interesting in furthering SeaTac's 2022 Federal Agenda especially in my council area of assignments: economic developments, affordable housing, and workforce developments. I was interested to attain knowledge from my peers who are dealing with similar issues and challenges in their communities.

Re-building local communities after COVID19 were the highlight of the conferences and session that I have attended. There is over \$65.1 billion in direct, flexible aid for all cities, towns, and villages through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF). I was delighted to hear that the federal government is reducing duplication and streamlining applications from local communities.

Over 200 small and mid-size cities have secured \$2.27 billion in ARPA funding to keep essential public services workers, allocated to affordable housing including addressing homelessness, rental assistance, and economic and workforce developments and infrastructures projects.

Some of the diverse speakers during the conferences:

Joseph R. Biden Jr.
President of the United States of America

Nancy Pelosi
52nd Speaker of the United States House of Representatives - United States House of Representatives

Pete Buttigieg
U.S. Secretary of Transportation - U.S. Department of Transportation

Ms. Susan Rice
Director, Domestic Policy Council, White House

Clarence E. Anthony
CEO and Executive Director - National League of Cities

And other many dignitaries and presenters.

Please summarize what you learned and how it benefits the taxpayer:

I learned more information about ARPA resources, Bipartisan Infrastructure Bill and heard from leaders about the best use of resources and connected with peers from similar-sized communities.

Would you recommend this opportunity for others? Please summarize why or why not.

Absolutely. I know it is a long flight, but it is worth it!

Other Comments

I met with our SeaTac Federal lobbyists Dale Learn and Dale Hoover to strategize on how we can best use our limited time with Congressman Adam Smith to discuss our city's Federal Legislative Priorities. We talk about the lack of affordable housing and the workforce developments needs of SeaTac residents. We have shared some of the local projects going on in SeaTac which benefitted from Federal policies, such as the transit-oriented mixed-use development by 154th/IB which was made possible with the Federal Opportunity Zone, and the new Road Safety Improvement project by 176th/32nd which was made possible with a \$1.95million Federal transportation grant SeaTac won taking 1st place in PSRC's competitive selection process.

Please attach copies of any training outlines, lesson plans, or agendas

Signature:	Mohamed Egal
Date of Signature:	04/08/2022



MEMORANDUM

To: Administration & Finance Committee
From: Mary Kate McGee, Building Services Manager
CC: Carl Cole, City Manager
Gwen Pilo, Finance and Systems Director
Evan Maxim, Director of Community & Economic Development
Date: April 14, 2022
Re: **Permit Database Upgrade**

Summary

Staff is seeking committee recommendation to the City Council to authorize the City Manager to enter into a contract with the Davenport Group for the LAMA permitting and land management software to replace the current TRAKiT permit tracking system.

Background

The City's permit and land use processes, originally developed in the 1990's have remained essentially the same through the early 2000's. A new permit tracking system, implemented in 2011, did not represent significant process improvements with regard to automation and workflow. As a part of the 2021-22 budget process, the City Council approved a decision card for \$363, 000 to, "Upgrade existing permit database and management system TRAKiT or replace TRAKiT with new system if upgrade is not possible."

An RFP seeking vendor proposals for a new permitting and land use management system was developed and advertised in September 2021. Six proposals were received by the closing date in November 2021. Out of the six vendors, three were selected for further evaluation. Two demonstration rounds were held: a first round with the top three vendors, then a second round with the two finalists.

The demonstrations were attended by representatives from all department permit processing, review, and inspection staff, IT and GIS as well as division managers. After the first round, a general debrief session was held during which attendees identified system functions they felt were useful and those features that needed further demonstration from the vendor. Each attendee filled out a questionnaire and scored the vendor and the software. The scores and comments were used to select the two finalist vendors. The demonstration, debrief and scoring process was repeated a second time with the top two vendors and concluded with a final meeting to establish consensus. At the end of that process, the Davenport Group and the LAMA software were selected as the best fit and value for the City.

Analysis

Even before the COVID-19 pandemic, industry standard was moving towards paperless (electronic) application submittal, review, and issuance. The software replacement project, supported by a comprehensive staff review of process workflows, provides the foundation for improving public access to development information while also

improving staff efficiency. In addition, it represents a major step forward for the City's goal of paperless permitting and the many benefits that result from reducing paper use.

Budgetary Impacts

The Davenport Group contract came in at \$286,942 which is less than the budgeted amount of \$363,000. The project is anticipated to be delivered on time and within budget.

Staff Recommendation

Staff requests Committee recommendation to the full City Council to authorize the City Manager to enter into a contract with the Davenport Group for the LAMA permitting and land management software to replace the current TRAKiT permit tracking system.

AGREEMENT

FOR THE INSTALLATION AND USE OF LAMA SOFTWARE

This Agreement is entered into this the _____ day of _____, 2022, by and between the City of SeaTac a municipality in the State of Washington, hereinafter referred to as “CLIENT,” and the Davenport Group USA, Ltd., an Illinois Corporation, hereinafter referred to as “DAVENPORT” for the installation of Land Management Software, known as LAMA Server, hereinafter sometimes also referred to as LAMA or LAMA Software, and one or more of its modules, and other services, as specifically provided herein and which is hereinafter referred to as the “Project.”

A. Scope of Work

1. Modules and Functional Areas in Scope

The Project is more specifically defined as follows: Installation of an automated digital computer software system addressing the following functional areas:

- Core Components
- Permitting and Inspections
- Licensing
- Code Enforcement, Inspections and Adjudication
- Planning, Projects and Development Review
- Historic Properties
- Redevelopment
- Work Orders
- Infrastructure and Asset Management
- Mobile Tablet/Phone App
- Electronic Markup in Plan/Development Review
- Exchange Integration
- Public Web Module

2. Agreement Attachments

- Exhibit A Scope of Work
- Exhibit B Project Cost Summary
- Exhibit C Schedule and Milestones
- Exhibit D LAMA Software License Agreement
- Exhibit E LAMA Software Escrow Agreement
- Exhibit F DAVENPORT’s Current Hourly Rates for Services and Travel Costs
- Exhibit G Minimum Specifications for Client’s Computers
- Exhibit H Maintenance and Support Policies
- Exhibit I Detailed Responsibilities

3. Timeframes

- a. The commencement date for the services (the "Commencement Date") to be provided by DAVENPORT shall be the date upon which it is in receipt of a fully executed original of this Agreement.
- b. A Scope of Work is attached hereto as Exhibit A. A Project Schedule and Implementation Milestones with planned dates for completing certain events is attached as Exhibit C. The time period shall be refined as necessary. Any changes shall be accompanied by an explanation. Both parties agree to adhere to said Project Schedule, as revised.

4. Capitalized Terms; Cost for Work Not Included in Agreement

Capitalized terms shall have the meanings expressly set forth in this Agreement, or if not defined in this Agreement, as set forth in the Exhibits to this Agreement. If capitalized terms are not specifically defined in this Agreement or in the Exhibit, they shall have such meanings as are common in the computer software industry.

Any services which are not included in this Agreement that are requested by CLIENT and which DAVENPORT agrees to perform, shall be performed at such cost as the parties shall mutually agree upon in writing, and at DAVENPORT's hourly rates then in effect. By way of reference, the current hourly rates for DAVENPORT's services are as specified in Exhibit F, attached hereto.

B. Duties and Responsibilities of the Parties

1. Scope of Work; Description of Services

After the Commencement Date, DAVENPORT shall perform the services as described in Exhibit A. DAVENPORT agrees to perform the services provided for in this Agreement in accordance with generally accepted professional standards in existence at the time of performance of the services. Except as otherwise expressly provided for in this Agreement or in the Exhibits incorporated into this Agreement, DAVENPORT makes no other warranties, either express or implied, and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

2. Information to be Provided by Client

- a. The CLIENT shall provide all information necessary for DAVENPORT to configure LAMA, including but not limited to:
 - (1) Current fee structures and methodologies relating to the modules selected.

- (2) Current case types, workflow processes, dependent and tracked details and related information for the modules selected.
 - (3) Microsoft Word Templates for all forms, letters and other similar documents to be generated in LAMA, along with a populated example for each.
 - (4) Microsoft Excel Templates for all reports to be generated in LAMA and a populated example for each.
 - (5) Completed examples of applications submitted to the Client.
 - (6) GIS layers and/or ArcGIS Services for Addressing, Parcels, Streets, Zoning, Political Jurisdictions.
 - (7) Table of Permitted Uses and Dimensional or Bulk Standards in an MS Excel table format.
 - (8) Any code provisions that the Client desires to have added to the inspections or code enforcement sections in LAMA in a Microsoft Excel format.
 - (9) Responses to questionnaires submitted by DAVENPORT.
- b. If this Project involves data migration as set out in Exhibit B, DAVENPORT shall write a program to migrate the data from your existing system. CLIENT shall provide DAVENPORT with a Data Dictionary. In the event that the CLIENT, or the party from which the CLIENT is receiving the data, changes the database format or schema, the parties recognize that this will result in DAVENPORT having to revise its data migration program. The costs for modifying the migration program to address the changes are an addition to the Data Migration Costs under this contract.
- c. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to DAVENPORT that it needs to complete the Project.
- d. If the Implementation Services involve designing forms and reports as set out in Exhibit B, in the event the CLIENT changes forms and/or reports after CLIENT has submitted them and DAVENPORT has configured them, then any changes in implementing the forms or reports by DAVENPORT is an addition to the Implementation Services costs under this Agreement.
- e. A critical point in the Implementation Services process is the completion of Case Packets and the completion of Test Plans. The process calls for DAVENPORT to produce Case Packets for known case types entered into LAMA and Test Plans for many of those case types. The Test Plans are a proof that the configuration of the software reflects the approved Case Packets. The parties anticipate that some of these Test Plans may not pass during User Acceptance. In the event that they do not pass due to substantial issues, and the configuration of the software does not reflect the approved Case Packet, DAVENPORT shall make changes to the configuration and resubmit the Test Plan to the CLIENT at no cost to CLIENT. CLIENT will review and accept or reject Test Plans within one week, with an explanation or correction if they are not accepted. In the event that the CLIENT takes no action within the allowed time for review, then the lack of response from CLIENT shall

constitute CLIENT's approval of the Test Plan. In the event that the CLIENT changes the workflows or other material items in the Case Packets after CLIENT has approved them, then DAVENPORT's re-configuration, testing, and documentation efforts related to these changes, are an addition to the Implementation Services costs under this Agreement.

- f. In the event that the LAMA software is CLIENT-hosted, the CLIENT shall provide DAVENPORT with remote access to the client application server(s) and *dbowner* access to the LAMA database, so that DAVENPORT may install updates and troubleshoot error reports in LAMA Server. Local administrative permissions to the application server(s) are required. The *db_backupoperator*, or equivalent, permission is required in order to back up the LAMA database to the CLIENT server.
- g. In the event that the CLIENT or its employees give DAVENPORT ideas or proposals for new functionality, or modifications for revisions to existing functionality that DAVENPORT incorporates into LAMA software, the CLIENT, on behalf of itself and its employees, hereby waives any rights that it might have in a purported copyright in said ideas or proposals.

3. Detailed List of Tasks with Designated Responsibilities

The parties have identified all the types of tasks, jobs, duties, etc., that are needed to have a successfully completed LAMA project. These tasks, jobs or duties are set out in Exhibit I with the party that is designated as responsible for carrying out the same. In some instances, the responsibility is shared.

C. Compensation

1. Davenport Compensation and Fees

The CLIENT agrees to compensate DAVENPORT for the non-exclusive, perpetual license(s) and professional services rendered under this Agreement, for the total contract price ("Total Contract Price") of Two Hundred Eighty-Six Thousand, Nine Hundred and Forty-two (\$ 286,942.00) Dollars, which amount shall include all labor and materials associated with this Project as specified in Exhibit B, entitled "Project Cost Summary."

The Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the Project pursuant to a written request by CLIENT as provided in Section E of this Agreement. Furthermore, it does not include services arising from changes identified in Section B.2 above. In addition, the above amounts are subject to change if the Client increases the number of users (licensing costs are based on the number of users), modules or extensions, data migrations or integrations). The CLIENT agrees to compensate DAVENPORT for these expenses.

2. Billing and Payment

DAVENPORT will invoice the CLIENT for the percentage of the contract completed, as set out in Exhibit C, the Project Schedule and Implementation Milestones, on a monthly basis. DAVENPORT will invoice travel costs shortly after they have been incurred.

CLIENT will pay all invoices within 45 days of receipt of the same. CLIENT agrees to notify DAVENPORT of any disputed invoice within 10 business days of receipt of such invoice. If CLIENT fails to pay undisputed invoices within 30 days of receipt CLIENT will pay interest on the late payment at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance monthly.

D. Changes and Additions to the Work

1. Requirements of Written Change Orders

The CLIENT may request DAVENPORT to perform additional services not covered by the specific Scope of Work as set forth in this Agreement. Any such requests shall be submitted in writing and shall be signed by the CLIENT Representative and an authorized representative of DAVENPORT. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services.

2. Payment for Additional Work

Any such additional work performed by DAVENPORT shall be added to the Total Contract Price and billed when the work has been completed.

E. Indemnification and Insurance

1. Indemnification

DAVENPORT shall indemnify, defend and hold harmless the CLIENT from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. CLIENT agrees to notify DAVENPORT of any such claim promptly in writing. CLIENT agrees to cooperate fully with DAVENPORT during such proceedings. DAVENPORT shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, DAVENPORT may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

2. Insurance

DAVENPORT shall at its own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirement shall remain in effect throughout the term of this Agreement:

- a. Workers Compensation as required by law.

- b. Commercial General Liability Insurance - \$2,000,000.00 business liability coverage, \$4,000,000.00 general aggregate limits.
- c. Professional Liability and Cyber Liability Insurance - \$2,000,000.00 limit. Professional Liability insurance will be in force for twelve (12) months from commencement date.
- d. Automobile Insurance - \$1,000,000.00.
- e. Worker's Compensation – as required by State law or \$500,000, whichever is less.
- f. CLIENT, its officers and agents, shall be endorsed as an additional Insured under DAVENPORT's General Liability Insurance.
- g. DAVENPORT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

3. Proof of Insurance

DAVENPORT shall provide CLIENT with evidence of Certificates of Insurance promptly upon request by CLIENT.

DAVENPORT may replace any of its policies with equivalent policies providing it promptly notifies the CLIENT of the substitution and provides evidence of Certificates of Insurance for the replacement if requested. DAVENPORT shall not modify any policies by reducing the coverage below the minimum terms provided for in paragraph 2 above. DAVENPORT shall not create a lapse in insurance coverage.

F. Termination

1. Termination of Agreement

- a. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to DAVENPORT. Notwithstanding the date of such notice, termination shall be effective upon receipt by DAVENPORT of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay DAVENPORT for all services rendered prior to the notice of termination, at DAVENPORT's then-current hourly rates as specified in Exhibit F, and for materials provided to CLIENT pursuant to this Agreement, at DAVENPORT's actual cost, up to and including the date of receipt by DAVENPORT of notice of termination. This Agreement may be terminated by DAVENPORT for cause for failure to comply with Section B (2) or C above. In event one of the parties

seeks to terminate the relationship, that party shall give the other party written notice of termination and afford that party ten (10) business days from the date of such notice to correct the failure to comply.

- b. In the event this Agreement is terminated, the CLIENT agrees to immediately return all source code and other materials provided to CLIENT by DAVENPORT, and to destroy, erase, and purge all Software provided by DAVENPORT from any and all CLIENT computers. DAVENPORT agrees to destroy, erase, and purge all data and other materials provided by CLIENT to it.
- c. Within 30 days of termination, CLIENT agrees to provide DAVENPORT with written confirmation that all DAVENPORT software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, DAVENPORT shall have the right to verify that DAVENPORT software has in fact been removed or destroyed by personal inspection of CLIENT computers. Any use by CLIENT of any DAVENPORT Software after termination of this agreement by CLIENT without the express written authorization of DAVENPORT shall be a breach of this agreement and may subject CLIENT to damages. Within 30 days, DAVENPORT agrees to provide CLIENT with written confirmation that all CLIENT's data and other materials have been destroyed.

G. Ownership of Documents

1. Ownership of Documents

- a. All plans, specifications, reports, and other design documents prepared by DAVENPORT specifically for CLIENT pursuant to this Agreement shall become property of CLIENT after completion of the Project. These documents do not include DAVENPORT's training materials or the LAMA Manual. Davenport hereby grants the CLIENT a license for these items.
- b. All source code for computer programs or modifications to programs and any training materials and the LAMA Manual, which are produced or revised pursuant to this Agreement shall be deemed, and remain, the intellectual property of DAVENPORT and are protected under the copyright, patent, or other laws, of the United States, as well as other jurisdictions where such programs are being used.
- c. CLIENT agrees to respect DAVENPORT's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by DAVENPORT or any third party. Under no circumstances shall CLIENT, or its agents or employees, sell, license, publish, display, distribute or otherwise transfer to a third-party software or any copy thereof, or the LAMA training materials or the LAMA Manual in whole or in

part, without DAVENPORT's prior written consent. In addition, CLIENT agrees that neither it nor its agents or employees will install the LAMA Server program or its SQL Server database on a computer that is not owned or leased or controlled by the CLIENT without the written consent of DAVENPORT.

2. Source Code

- a. Following the final acceptance of the LAMA and any subsequent major release and installation of the Software on CLIENT's computers pursuant to an active maintenance agreement, CLIENT shall have the opportunity to enter into an Escrow Agreement (See Exhibit E) between CLIENT, DAVENPORT and an Escrow Agent, wherein a copy of the source code will be placed in escrow for the benefit of the CLIENT.
- b. DAVENPORT will pay the cost of the escrow.

H. Communication Through Client / Davenport Designated Representatives

All communication relating to *project status* shall be exchanged between a designated representative of the CLIENT and a designated representative of DAVENPORT as identified below.

1. Designated Representatives

The designated representative (the "Designated Representative") of CLIENT and DAVENPORT is as follows:

CLIENT	
Client:	City of SeaTac
Representative:	Mary Kate McGee/Bart Perman
Title:	Bldg. Services Manager/Info. Services Manager
Address:	4800S 188 th St; SeaTac WA 98188
Phone:	206-973-4755/ 206-973-4891
Email:	Mkmcgee/Bperman@seatacwa.gov
DAVENPORT	
Developer:	The Davenport Group USA, Ltd.
Representative:	Jerry P. Davenport
Title:	President
Address:	651 W. Terra Cotta Ave., Suite 231
Phone:	Crystal Lake, IL 60014
Email:	jerry@davengis.net

If the Designated Representative or address of either party changes during the terms of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

2. Designated Project Manager for Client

All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT only through the Designated Project Manager for CLIENT as identified below.

- a. The designated Project Manager shall participate in all training sessions conducted by DAVENPORT as required by this Agreement and shall become fully knowledgeable and competent to use all aspects of the system LAMA Server.
- b. The Project Manager for CLIENT is:

Name:	<u>Mary Kate McGee/Bart Perman</u>
Title:	<u>Bldg. Services Manager/Info. Services Manager</u>
Address:	<u>4800 S 188th St</u>
City/State/Zip:	<u>SeaTac WA 98188</u>
Phone:	<u>206-973-4755/ 206-973-4891</u>
Email:	<u>Mkmcgee/Bperman@seatacwa.gov</u>

3. Designated Project Manager for Davenport

All communication related to the day-to-day operation of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT through its Project Manager as set out below.

- a. The Project Manager for DAVENPORT is:

Name:	<u>Molly Booth</u>
Title:	<u>Senior Project Manager</u>
Address:	<u>651 W Terra Cotta Ave, Suite 231</u>
City/State/Zip:	<u>Crystal Lake, Illinois 60014</u>
Phone:	<u>1-800-640-0373 Ext.147</u>
Email:	<u>molly@davengis.net</u>

In the event of an emergency, such as a program failure, each party may rely on a representation from the other party that the person they are working with has the authority to act for the party.

I. Miscellaneous General Provisions

1. Licenses

DAVENPORT shall obtain and maintain all business licenses as may be required by law.

2. Status of Davenport as Consultant

Throughout the term of this Agreement, DAVENPORT, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and DAVENPORT.

3. CLIENT not Liable for Acts of Third Parties

The CLIENT shall not be obligated to indemnify DAVENPORT for the acts or omissions of third parties.

4. Confidentiality of Documents Submitted by DAVENPORT

The CLIENT shall not be required to maintain the confidentiality of documents or records submitted by DAVENPORT to it in the event that the same is required to be disclosed under the Public Records Law of the State of the CLIENT or of DAVENPORT.

5. Fee Calculations

LAMA Software includes fee calculations. These calculations are subject to classifications that are peculiar to the CLIENT's processes and logic and are extremely sensitive to user control. DAVENPORT is not in a position to determine if any of the fees are correctly determined. The CLIENT agrees that it will always check the fees to ensure that they are accurate before taking any action based on them. DAVENPORT shall not be liable for any mistakes in fees.

6. Not Responsible for Damages Due to Unforeseen Delays

Neither CLIENT nor DAVENPORT shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, strikes, lockouts, accidents, acts of God, or cancelled flights.

7. Dispute Resolution

This Agreement and the rights of the Parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington.

8. Costs to Parties

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the Parties shall each be responsible for their own attorney fees and costs.

9. Applicable Law

This Agreement and the rights of the Parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington.

10. Binding on Successors

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

11. Due Authority

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein and have been designated by CLIENT to execute this Agreement on behalf of CLIENT.

DAVENPORT represents and warrants that the person executing this Agreement on behalf of DAVENPORT is an agent of DAVENPORT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein and have been designated by DAVENPORT to execute this Agreement on behalf of DAVENPORT.

12. Interpretation of Documents, Order of Precedence

All Exhibits are hereby incorporated into this document by reference as if fully set out therein. The parties recognize that in creating this document from a complex process of requests and submissions, the Agreement with all its exhibits and supplemental documents, particularly the Proposal and the Request for Proposal (RFP), may include some conflicts in terms, provisions and language. In resolving those conflicts, it is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement takes precedence over the Proposal and RFP; and, that the Proposal takes precedence over the RFP.

13. Entire Agreement

This Agreement contains the entire understanding and agreement between DAVENPORT and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. This Agreement may be modified or amended only by written agreement signed by both DAVENPORT and the CLIENT.

The parties hereby waive any rights they may have for breach of contract or other contractual remedy outside those created by this Agreement. Except as otherwise expressly provided for in this Agreement or in the Exhibits incorporated into this Agreement, DAVENPORT makes no other warranties, either express or implied, and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

14. Agreement as Offer

This Agreement shall be valid only if it is signed by both CLIENT and DAVENPORT, and a signed original has been received by both parties.

The Davenport Group USA, Ltd.
651 W. Terra Cotta Ave. Suite 231
Crystal Lake, IL 60014

Dated: _____

By: _____

Jerry P. Davenport, President

City of SeaTac
4800 S 188th St
SeaTac WA 98188

Dated: _____

Signature: _____

Title: City Manager
Carl C. Cole

Exhibit A – Scope of Work

The Scope of Work shall be as set out herein and in Exhibit B and may include:

1. Pre-Configuration Study Services.
2. Configuration Study. A high-level document which identifies the major elements necessary for configuring the LAMA software.
3. Installation and Setup. The installation of the LAMA software on the Client server or the Cloud-Hosted server.
4. Data Migration: GIS and Addressing Database. The migration of the GIS data and the Addressing database into the LAMA software.
5. Analysis of Forms and Reports. The analysis of forms and reports to identify data points and checklist items that need to be added to the LAMA software.
6. Case Packets. A document that identifies the details, workflows, reviewers, forms to be generated by LAMA for most case types to be entered into the LAMA software.
7. Configuration. The entering of the details and settings necessary to implement the Case Packets.
8. Forms and Reports. The configuring of the forms and reports designed by the CLIENT and/or redesigned by DAVENPORT. Report design is usually completed after training.
9. Test Plans. The documents prepared by DAVENPORT and which attempt to prove the successful configuration of the Case Packets.
10. Data Migration: Other Sources. The migration of the other databases as identified in the Cost Proposal into the LAMA software.
11. Training Materials. Materials prepared by Davenport for the Training of CLIENT users per the Cost Proposal.
12. Training. The training by DAVENPORT of the CLIENT's user as identified in the Configuration Study.
13. Go-Live Assistance. Assistance provided by DAVENPORT to CLIENT's key users on going-live on the software.

Exhibit B – Project Cost Summary

LAMA Solution Framework Implementation Price Quote

Traditional License - Self Hosted

Prepared for City of SeaTac on November 1, 2021



A. Modules

The following is a description of the proposed modules and extensions and include costs for setup and deployment of the proposed items.

Module	Description	Unit	Unit Price	Quantity	Costs
Core Components	Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports.	Each	Included	1	\$7,500.
Permitting & Inspections	Permitting and inspections include a broad range of building, public works, engineering case types. Details, inspections, fees, reviews, workflows and contractor profiles are configurable for each case type.	Each	\$7,500.	1	\$7,500.
Project, Planning and Development Review	Includes functionality for managing complex workflows and development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments. Workflows include newspaper and property owner notifications, hearings and other board reviews.	Each	\$7,500.	1	\$7,500.
Licensing	Includes functionality for location-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, rental housing, etc. Module allows workflows and checklists, reviews, inspections and fee calculations. Licenses can be easily renewed.	Each	\$7,500.	1	\$7,500.
Code Enforcement	Allows data management of code enforcement cases including the tracking of notices, citations, communications, and inspection photos. Includes inspections, adjudication, liens and condemnation.	Each	\$7,500.	1	\$7,500.
Work Orders	Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, parts and materials, contractual work, tasks, and can be grouped by project.	Each	\$7,500.		
Infrastructure and Asset Management	Module tracks all infrastructure features for water, sewer, and stormwater facilities, plus parks and streets, including GASB34 standard asset information.	Each	\$7,500.		
Redevelopment	Module tracks owned and sold property inventory, including integration with acquisition and disposition projects. Allows users to create, process and track expressions of interest on properties.	Each	\$7,500.		
Historic Building Preservation	Allows for the tracking and management of historic properties and surveys. Includes building significance data, contributing status and details, and historic registrar information, etc.	Each	\$7,500.		

Subtotal **\$ 37,500**

B. Extensions

The following is a description of proposed extensions to the modules above and **include** any costs related to setup, configuration, and installation of the proposed extension that may be required.

Module	Description	Unit	Unit Price	Quantity	Costs
Mobile App	Complete inspections with our Android and iOS mobile applications. Work offline or connected. Includes routing and navigation, nearby activity via mapping, and voice recognition.	Each	\$3,750.	1	\$3,750.
Plan Review Markup	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers and applicant. Integrates with Bluebeam Revu. Bluebeam Revu licenses from Bluebeam are not included in our costs.	Each	\$3,750.	1	\$3,750.
Public Web Portal	The Public Web CRM module allows citizens and contractors to electronically submit and track statuses for applications, upload documents, check statuses, submit comments, pay fees, etc.	Each	\$10,000.	1	\$10,000
MS Exchange with Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars. Configure specific users and the sync direction. Full sync between both calendars. Included at no additional charge with Mobile App, Plan Review Markup and Public Web.	Each	\$2,500.	1	Included See Note at Left
Open 311 Integration	Integrate with SeeClickFix or another open 311 reporting issue tracking system for citizens.	Each	\$5,000.		
Subtotal					\$ 17,500.

C. Licensing

The following describes the user licensing options for the proposed solution.

License	Description	Unit	Unit Price	Quantity	Costs
Self-Hosted Named User	License LAMA by named users in the system.	User	\$750	40	\$30,000.
Enterprise License	License LAMA with a Site License for your organization.	Each			
Subtotal					\$ 30,000.

D. Implementation Services

Includes major services related to software implementation and configuration of the modules selected in *Section A*. Services include the items set forth below. Software functionality includes all features and functions comprising the purchased modules as of the contract execution date. New features and functionalities requested during or after implementation, not specifically outlined in the RFP or proposal, may incur additional fees. The quantity is an estimation based on similar clients in population.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
<p>Implementation and Configuration Analysis Study and Documentation Information Collection, Documents (Forms and Reports), Workflows</p> <p>Case Type Documentation Includes the design and revisions to documentation packets for each object type in the system.</p> <p>Software Configuration Configuration of codes and objects from the case type documentation.</p> <p>User Acceptance Testing Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly and has been properly configured.</p> <p>Standard Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Custom reports in MS Word or Excel included with each proposed module.</p> <p>Training and Launch Preparations Training Plan and Training Materials and launch readiness.</p>	Hour*	\$ 124.	832.5	\$103,230.
<p>GIS and Database Setup Setup and configuration of the database and schema including mapping and integration with GIS datasets.</p>	Hour	\$124.		Included
<p>Custom Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Up to 15 Custom reports in MS Word or Excel included with each proposed module. Additional forms and reports can be added easily within LAMA, although complicated custom forms or reports may be subject to an hourly software development charge.</p>	Hour	\$124.		Included See Note at Left
<p>Project Management and Coordination Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports and other project coordination activities.</p>	Hour	\$124.		Included
Subtotal Implementation Services				\$ 103,230.

**Estimated at 11.25 hours per case type. Based on 30 Permitting, 30 Planning, 8 Code Enforcement and 6 Licensing. These are typical number for a coastal Washington municipality. We allow a 15% deviation without additional costs. We do not distinguish case types by land use – a New Building Residential and a New Building Non-Residential are just one case type.

E. Onsite Services

The following services **do not include** travel costs which are simple reimbursements.

Onsite Services Descriptions	Unit	Unit Price	Quantity	Costs
Configuration Study (2 persons for 3 days)	Days	\$992	6	\$5,952.
Case Packet Review (2 persons for 3 days)	Days	\$992	6	\$5,952.
User Acceptance Testing (2 persons for 3 days)	Days	\$992	6	\$5,952.
Training (2 persons for 5 days)	Days	\$992	10	\$9,920.
Go-Live / Launch (2 persons for 4 days)	Days	\$992	8	\$7,936.
Subtotal Onsite Services				\$ 35,712.

F. Systems Integration Services

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
<p>GIS Data / Architecture (ESRI)</p> <p>We integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online. Anticipated integration is typically one-way from the GIS to LAMA.</p>	Hour	\$ 150.	Included	Included
<p>Financial System Adapter</p> <p>Setup and configuration of an export format that is compatible with the financial systems import tool. We have exported to a wide range of financial programs, including <u>Eden</u>, in the past.</p>	Hour	\$ 150.	16	Included for Eden
<p>Payment Gateway Adapter & Integration Setup</p> <p>Integration with online payment gateway for the Public Web Portal Extension. This fee is for the initial setup of the integration of the LAMA software with the payment gateway – no charge for setup with USAePay. Other gateways are subject to an adapter fee of \$7,500.</p>	Each	\$ 7,500.	NA	Included See Note
<p>Assessor Database Adapter</p> <p>This effort is for integrating seamlessly with Assessor's database. One-way from Assessor database to LAMA included.</p>	Hour	\$ 150.	Included	Included
<p>Washington State Licensing Database</p> <p>This effort is for integrating with State Licensing databases. One-way from State database. Note: we have a better way to handle this, than what is proposed.</p>	1	\$ 7,500.		
<p>Other Programs: MyBuildingPermit (MBP)</p> <p>This effort is for integrating with a Regional Inspection and Permitting program, namely <u>MBP</u>. We have investigated this in the past and have determined that it is doable.</p>	1	\$ 15,000.	1	\$15,000.
<p>Other Programs: Quadrant Cashiering</p> <p>This effort is for integrating with Quadrant Cashiering database. One-way from LAMA to <u>Quadrant</u>. We have an API that Quadrant can use at no cost which might be simpler and would eliminate the costs for this item.</p>	1	\$ 7,500.	1	\$ 7,500. See Note at Left

Document Manager Integration Setup	2	\$ 7,500.	1	\$ 7,500.
This fee is for the initial setup of the integration of the LAMA software with document management software – no charge for setup with Laserfiche. Other document management systems are subject to an adapter fee of \$7,500 for one-way and \$15,000 for two-way. OnBase one-way integration proposed.				See Note at Left
Subtotal Integration Services			\$ 30,000.	

G. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. The Client needs to provide Data Dictionaries for each data source to ensure accurate and timely data migration effort.

Data Migration Services Descriptions	Unit	Unit Price	Quantity	Costs
Data Migration	Hour	\$ 150.	120	\$18,000.
Permitting, Planning, and Licensing Migration from TRAKIT SQL Server Database to 3 LAMA modules. Migration requires database backup of relevant tables. Assumptions: the data is not serialized or encrypted, or otherwise obfuscated. Additional modules or data sources are subject to additional software development charges. We have migrated data from Trakit on several occasions in the past.				
Subtotal Data Migration Services			\$ 18,000.	

H. Totals

The following section itemizes the one-time/up-front costs associate with the full implementation of the LAMA software.

Summary	Costs
Modules (A)	\$ 37,500.
Extensions (B)	\$ 17,500.
Licensing (C)	\$ 30,000.
Implementation Services (D)	\$ 103,230.
Onsite Service (E)	\$ 35,712.
Systems Integration Services (F)	\$ 30,000.
Data Migration Services (G)	\$ 18,000.
Subtotal	\$ 271,942.
Note: Travel expenses are a simple reimbursable and are anticipated to be about \$15,000. Services to be provided from our Colorado Springs, Kansas City, Chicago and Seattle area offices. Travel expenses will be invoiced when occurred.	\$15,000.00

Grand Total	\$ 286,942.
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I. Software Maintenance and Support

Annual Software Maintenance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 am – 7:00pm, CST, 7 days a week. Includes free eTicket support.

Annual Maintenance and Support	Costs
Platinum Software Maintenance and Support (Subtotal Less Data Migration * 0 .15)	\$ 39,449.

The following lists the projected annual maintenance costs for ten (10) years. First year maintenance is included, and first Software Maintenance and Support payment is due one year from the software installation date.

Annual maintenance is adjusted for increases in the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U: All Items) as reported for the last month available at the time the Software Maintenance and Support invoice is sent. Based on the projected schedule in Exhibit C, the CPI-U used would be November.

Annual Maintenance	
<i>First Year Annual Maintenance</i>	Included
Second Year Annual Maintenance	\$ 39,449.
Third Year Annual Maintenance	\$ 40,237.
Fourth Year Annual Maintenance	\$ 41,042.
Fifth Year Annual Maintenance	\$ 41,863.
Sixth Year Annual Maintenance	\$42,700.
Seventh Year Annual Maintenance	\$43,554.
Eighth Year Annual Maintenance	\$44,425.
Ninth Year Annual Maintenance	\$45,314.
Tenth Year Annual Maintenance	\$46,229.
Total 10-Year Maintenance Costs	\$ 384,813.

We offer a standard annual maintenance agreement which entitles the Client to any upgrades in the modules they have, any bug fixes, unlimited free phone and eTicket support, and one day of on-site training (subject to client paying for travel costs).

Projects are invoiced monthly per milestone completed. Travel expenses billed when incurred.

This quote is a revision of the quote respectfully submitted to the City of SeaTac by The Davenport Group USA, Ltd. on November 1, 2021. The revision date is March 8, 2022. It shall remain valid for 180 days from the later date.

Jerry P. Davenport, AICP, MRP, JD
 President
 The Davenport Group USA, Ltd
 (815-356-8244); (800) 640-0373 x111
jerry@davengis.net



Exhibit C – Schedule and Milestones

The tentative schedule with milestones is set out herein. The below schedule will be adjusted to reflect the actual start date which shall be within two weeks of contract signing.

<schedule on next page>

Project Schedule and Implementation Milestones
Land Management Software: City of Seatac, WA

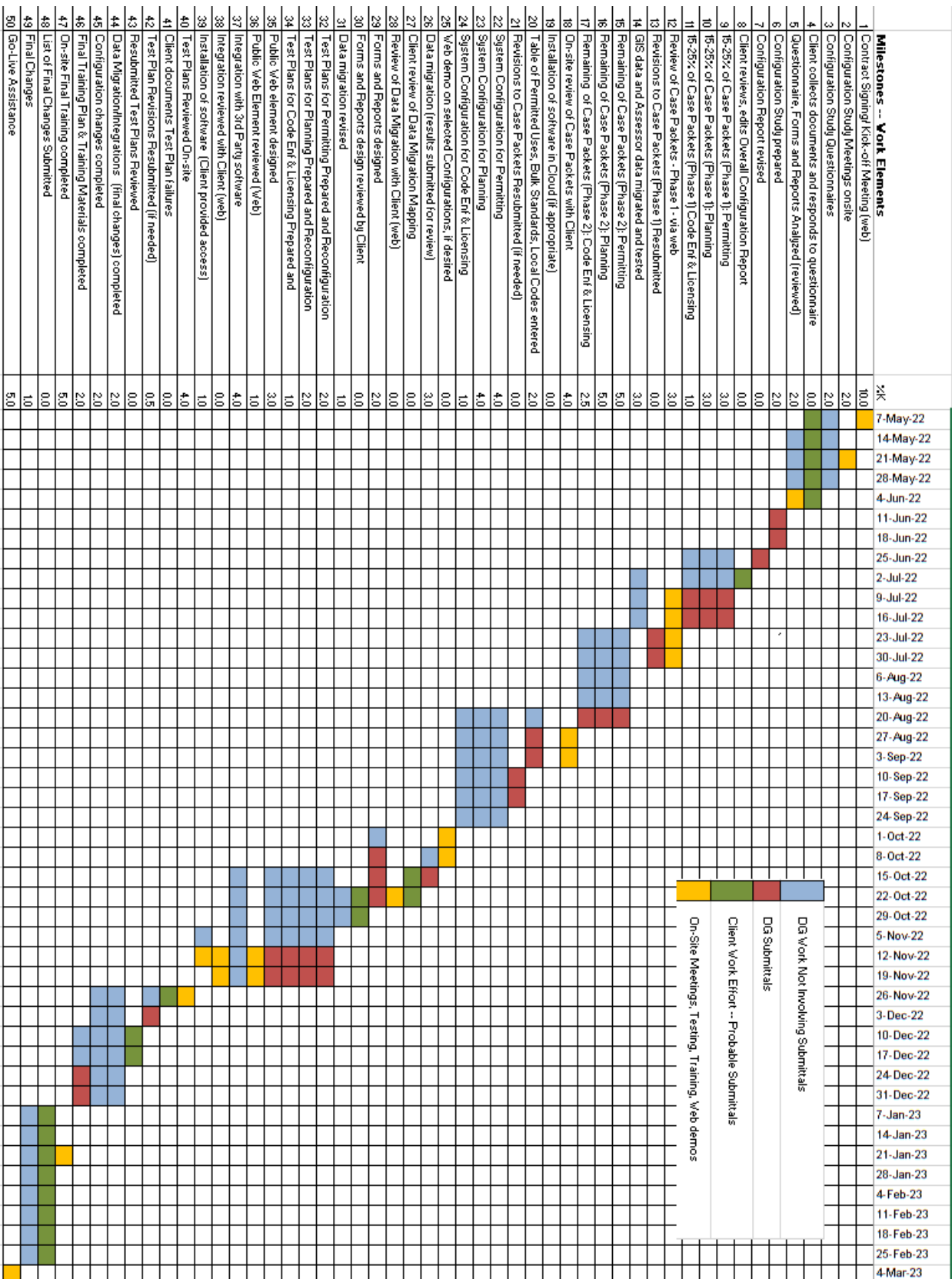


Exhibit D – LAMA Software License Agreement

This License Agreement for the non-exclusive, perpetual use of Land Management Software, also known as LAMA Software, developed and marketed by the Davenport Group USA, Ltd., hereinafter referred to as DAVENPORT, is granted to CLIENT as of the date of this agreement.

Summary of License Terms

The software is marketed by DAVENPORT under the title of "LAMA."

1. Software provided to CLIENT under this License allows the CLIENT to perpetually use, not own, the Software.
2. The CLIENT is hereby granted a license which allows the CLIENT to install LAMA Software on any and all workstations owned and controlled by the CLIENT for the number of named users identified in the Cost Proposal. In addition, the CLIENT is hereby granted a license which may be renewed annually for Electronic Plan Review and the Mobility Extension for the number of named users identified in the Cost Proposal. In the event that the CLIENT purchases additional CALs, this provision shall automatically be revised to reflect the changes without further execution of a new license agreement.
3. This Software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of DAVENPORT.
4. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The title, ownership rights, and intellectual property rights in and to this Software shall remain with DAVENPORT.
5. DAVENPORT has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither DAVENPORT nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
6. DAVENPORT warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party of any other encumbrance.

7. DAVENPORT warrants that its Software will perform in the manner described in this Agreement, in demonstrations shown to CLIENT and consistent with statements in the proposal.
8. In the event the LAMA Software license includes the LAMA Public Web module, the failure to maintain in effect an annual maintenance agreement completely absolves DAVENPORT from any claim for damages under this license.
9. This Warranty shall commence upon date of completion of Final Installation and Training by DAVENPORT.

This License Agreement will remain in effect until CLIENT returns Software to DAVENPORT, or until CLIENT destroys Software and notifies DAVENPORT it has done or removed the same.

Exhibit E – LAMA Software Escrow Agreement

DAVENPORT hereby offers to the CLIENT the option to participate in an escrow program it has as set up for the source code. Under the terms of the escrow agreement to be entered into by the parties, DAVENPORT accepts the obligation of maintaining the source code. Such maintenance will include a provision that states that within 60 days after a major revision or upgrade of the Software, DAVENPORT will deliver to the escrow agent the revised or upgraded source code. Major revisions or upgrades usually occur once a year. It is possible that DAVENPORT may release a second major upgrade in any given year.

The Escrow Agreement will further provide that in the event that DAVENPORT, or its successor, if applicable, is incapable or refuses to support and service the LAMA Software, the escrow agent will deliver the source code to the CLIENT.

The Escrow Agreement will further provide that the escrow will only be maintained provided the CLIENT has a current annual maintenance agreement and has paid the annual maintenance fee to DAVENPORT. If the CLIENT fails to renew the maintenance agreement and pay the maintenance fee, then DAVENPORT shall not be required to make any upgrade or revision to the escrow materials and shall be entitled to a return of the escrow materials.

If the CLIENT comes into possession of the source code, it agrees it will not sell, license, publish, display, distribute or otherwise transfer it to a third party. DAVENPORT agrees to pay the initial fees associated with setting up and maintaining the escrow.

Exhibit F – DAVENPORT’s Current Hourly Rates for Services, and Travel Costs

The Davenport Group USA, Ltd

Rate Sheet

Effective July 1, 2020



<i>Position</i>	<i>Amount (per hour)</i>
Division Chief – Software Development	\$200.00
Division Chief – Functional Processes	\$176.00
Section Chiefs	\$176.00
Mobile Team Development Lead	\$176.00
Web Team Development Lead	\$176.00
Senior Project Manager/Business Analyst	\$176.00
Documentation and Training Specialist	\$154.00
Support Specialists	\$136.00
Project Manager(s)	\$136.00
Configuration Specialist(s)	\$124.00
Foreign Language Consultant	\$124.00

Note: These are our hourly rates for custom work or additional services. Some proposals may have somewhat lower rates reflecting efficiencies in more extensive scopes of work. Support services for clients that are not on annual maintenance are set at 150% of the above rates.

Travel Costs (per person)

Airfare	Simple reimbursable. Lowest prices seat, not in middle seat, not in last 5 rows, with bag check. Extra leg room if traveler is over 6 feet.
Parking	Simple reimbursable based on charges from airports.
Auto Rental	Simple reimbursable for mid-size auto. Includes gas charges.
Vehicle Miles	\$0.585 / mile (does not apply to auto rental)
Lodging	Simple reimbursable, usually at Marriott Courtyard or similar motel/hotel.
Meals	\$69 per day

Exhibit G – Minimum Specifications for Client’s Computers

The Minimum Specifications for CLIENT’s computer are as set out below.

Hardware, Operating System and Development

Minimum Requirements (Server and Workstation)

The hardware and software requirements for the Database Server are listed below. The database server hosts the Microsoft SQL Server database and may also serve as the SharePoint Server. These can also be separate machines. The following Windows Services may also be installed on this server: LAMA Notification Service, LAMA Automated Reporting Service, and LAMA Exchange Synchronization Service. This machine can be virtualized and is on many of our client configurations.

1. Server

Hardware	Minimum	Recommended
CPU	Intel® Xeon® Processor 2.80 GHz, 2 cores, or AMD equivalent	Intel® Xeon® Processor 2.80 GHz, 4 cores, or AMD equivalent
RAM	8GB	12GB or more
HDD	1 HDD: 100GB free space	2 HDD: 500GB free space (MSSQL MDF and LDF files on separate drives.
RAID	0 or 1	1, 3, or 5
Software	Minimum	Recommended
OS	Windows Server 2008 r2	Windows Server 2019
DB	MSSQL 2008 R2 Standard Edition or 2012 Express	MSSQL 2019 Standard Edition
Other	Microsoft Word and Excel	Microsoft Word and Excel
VM Compatible	Yes	Yes

2. Client Workstations

The requirements for the client workstation’s hardware and software are specified below. Client workstations are machines running the Windows desktop application, LAMA Server. We also have thin-client applications, but the only requirement for our web-based clients is a standard HTML browser, such as IE6, Firefox, Safari, or Chrome. Since LAMA Server is a GIS Mapping application, we recommend fairly capable machines, preferably with a dedicated video board.

Requirements	Minimum	Recommended
OS	Windows 7	Windows 10 or 11
RAM	2GB	4GB or more
Hard Drive	500MB free	1GB free
VIDEO	XGA 256MB	Dedicated SVGA (VBE 3.0) 512MB or higher
Other	Microsoft Word and Excel 2010 or later	Microsoft Office 2019 or later

3. Android/iOS Mobile Tablet/Phone App

The requirements for interfacing with LAMA Server from a tablet/phone are very basic. The recommended specifications for mobile devices to run the LAMA Android App are Android 5 OS or newer and a 4G or greater wireless data-plan.

Requirements	Minimum	Recommended
Operating System	Android OS 5	Android OS 6.0 or higher
Operating System	iOS 6	iOS 8 and higher
Hard Drive	32 GB minimum	32 GB or greater
RAM	2 GB	2+ GB
Screen Size	Designed for 4.7" or greater	Works on any screen

4. Network Overview Diagram

The following image illustrates the various hardware components on the network which interface with the LAMA Solution. Often the Database and SharePoint servers are the same machine with the Windows Services as well. Ideally, one machine would be dedicated to the web and one to the application. If the web should ever be compromised, it will not affect the application and data.

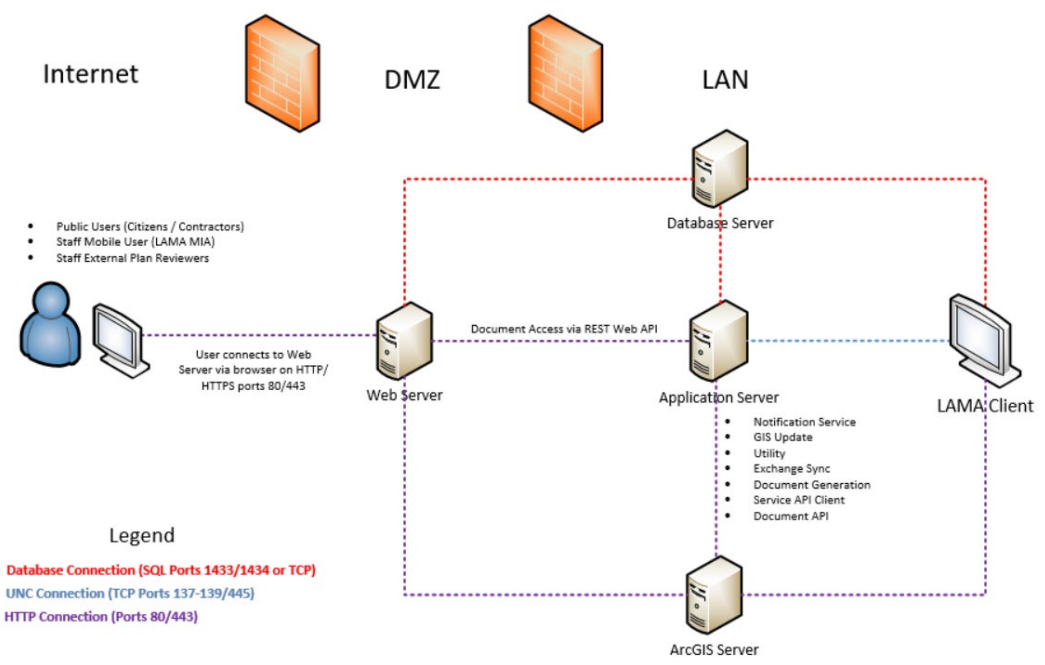


Exhibit H – Support and Maintenance Policies

A. Services

Support and Maintenance services include the following:

- Maintain the LAMA solution in good working order and properly functioning to handle its intended use.
- Provide the Municipality with phone and email support in the use of LAMA solution, its components, and its configuration.
- Provide the Municipality with quality level of support and confidence in both the software solution and our ability to provide timely and accurate resolution to any issues or questions.
- Provide the Municipality with software Error fixes and any major updates of LAMA, including existing documentation, help materials, user manuals, and tutorials for new functionality.
- Provide the Municipality with new data Reports at its request.
- Provide the Municipality without an available ArcGIS Server instance with one update for any new Parcel, Ownership, and Address information.
- Provide the Municipality, upon request, with one day of on-site services, subject to customer paying travel costs, which are a simple reimbursable.

B. Definitions

Term	Definition
Davenport	The Davenport Group USA, Ltd
Municipality	The Municipality currently under a maintenance and support agreement with Davenport on behalf of whom the ticket was submitted
SR	Support Request
PM	The Davenport Project Manager for the Municipality

C. Terms of Service

- For on-premise hosted solutions, the Municipality is to provide Davenport with VPN or equivalent form of remote access to Davenport Application and Web Servers and access to the production database.
- Davenport reserves the right and ability to patch and update the LAMA software applications.
- Davenport performs all database and application updates required by the software.

- For on-premise hosted solutions, the Municipality is responsible for maintaining daily database and system backup policies and procedures.
- For on-premise hosted solutions, the Municipality is responsible for maintaining server operating systems, network infrastructure, and network security.
- The Municipality is required to designate as a point of contact a representative with decision-making authority.
- The Municipality's help desk will provide first level support to the Municipality's users of the services.
- Any new modules, integrations or data migration sources constitute a change in scope and may incur additional fees.
- Custom code not tested and accepted by Davenport is outside the scope of this Agreement.
- Davenport is granted local administrator access to Davenport Application and Web Servers.
- For on-premise hosted solutions, Davenport is granted *db_owner* and *db_backupoperator* to the Davenport's application databases.
- For new Report request, or modifications to an existing Report, the Municipality agrees to provide notice to Davenport with the new report template in Microsoft Excel or Word at the time of the request. New report request may require up to 30 business days for Davenport to program, test, and deploy the data update.
- For clients on a manual GIS update procedure, new Parcel, Owner, or Address update request, require 30 business days for Davenport to program, test, and deploy the data update.

D. Service Requests

1. Sources

Phone Calls. Phone calls that are received via our 800 number (800-640-0373) are routed throughout our organization and will be picked up and responded to by the next available person.

Calls placed by the Municipality to an staff person's direct line or cell phone are not subject to the response times defined herein (Table 4.1). That individual may be out of the office, in a meeting, traveling, or unavailable, and will respond to the Municipality at the first available opportunity.

Help Desk Email Submissions. SRs emailed to support@davigis.net will be copied to your project manager answered by the next available technician.

Email Submissions. SRs not sent to support@davigis.net, but rather sent directly to a Davenport staff person's email are not subject to the response times defined herein. However, the individual will use best effort to respond to the email within the provided response times

defined in Table 4.1. If the individual is on-site with another Municipality, away from the office, in meetings, or otherwise unavailable, he or she will respond to the Municipality at the first available opportunity.

2. Municipality Priority

The Municipality can classify SRs into High, Medium and Low Priority via the email priority, body, or subject line. The Municipality is to reserve High Priority for requests related to errors with existing functionality in the software solution that are preventing the Municipality from substantially performing important required daily activities. Low priority items are for issues that are not related to current fundamental functionality of the software or do not substantially affect the required daily use of the program. Examples of the latter are a product enhancement request, the presence of a command button that is no longer working but doesn't prevent anyone from doing their work, or the mislabeling of a text box. Davenport will use the Municipality Priority level as a preliminary indication of the severity of the ticket.

3. Davenport Response

Responses to SRs submitted via the toll-free support line or support email are to be provided to the Municipality according to the timelines set forth in Table 4.1. It is the responsibility of Davenport to categorize the requests according to Table 4.1.

All SRs submitted via the toll-free support line and via support@davengis.net email, between the hours of 7:00 AM CST and 7:00 PM CST, Monday through Friday, should be responded to in accordance with Table 4.1. High Priority SRs outside of those hours shall be addressed as expeditiously as practical. Other SRs outside of those hours should be handled immediately by the Lead Support Technician at the start of the next business day.

4. Davenport Categorization

Davenport is responsible for reviewing the nature of the problem, the priority assigned by the Municipality and determining how to classify the issue. Response times for SRs submitted via the toll-free support line or support@davengis.net email are set out in Table 4.1. The following classifications exist for categorizing SRs:

Table 4.1

SR Category	Description	Response Time	Remedy Time*
Error Fix			
Critical	Errors in existing, important functionality without a work-around, which prevent the Municipality from performing required daily activities	30 min	4 hrs.
Significant	Errors in existing, important functionality, affecting required daily activities, which have a work-around, yet requires substantial effort by the client to perform.	4 hrs.	10 days
Minor	Error in existing functionality which are neither Critical or Significant	24 hrs.	TBD
Configuration	Requests for changes to the current configuration of the implemented solution in the Municipality's environment.	24 hrs.	TBD
Feature Request	Requests for additional functions, features, or enhancement to software or solution components	24 hrs.	TBD
Forms and Reports	New form or report request (errors in existing forms or reports are handled as Error Fixes)	4 hrs.	30 days
Documentation	Request for additional software documentation	24 hrs.	30 days
Inquiry	A question about the software not related to an immediate action item request to Davenport.	24 hrs.	TBD

**Best effort should be given to resolve or remedy the issue within the given timeframe.*

a. Error Fix

Until such time as a Davenport Categorization is assigned, the responder will stay on the call, or pass the call, with an explanation to one of our other tech staff with more expertise in the subject area.

Critical Error Fix: This is top priority until the matter is resolved, or a workaround established. For Critical Error Fixes under which Davenport has control and authority to remedy, best effort will be provided to resolve the issue within target timeframe and to stay on the SR until such time as a resolution is in place. All Critical Errors should be communicated via phone call or Critical placed in the Subject line of the Helpdesk email. Significant Error Fix: SRs identified as Significant are deemed a priority and receive best effort to identify an immediate path to resolution, taking precedence over Minor Error Fix SRs.

Minor Error Fix: Minor Error Fixes shall be investigated and best effort provided to identify a path to resolution. Staff will attempt to resolve based on current resources, update schedules, and other SR priorities.

Note: If the SR is hardware related or related software not maintained by Davenport, the Davenport PM will consult with the Municipality to identify a path to resolution. These issues are typically referred to the Municipality's Information/Technology (IT) department or may require the Municipality's approval to resolve.

b. Configuration Requests

SRs involving configuration changes to the currently installed solution on the Municipality's environment are classified as a Configuration Request. A Configuration Request does not involve issues related to errors or new functions being added to the system. Examples of Configuration Requests are altering a case workflow, updating a fee calculation, or requiring new data entry points on a case. All configuration changes must be approved by the Davenport PM and the Municipality PM. Substantial configuration change requests may incur additional costs.

c. Feature Requests

SRs will be classified as a Feature Request if a resolution will involve adding features or functions which are not currently part of the solution. SRs involving requests for future functionality are assigned to the Davenport PM. The PM coordinates with the Software Division Chief and Application Deployment Lead where they are prioritized, and a determination made if they should be addressed and within what timeframe. The PM, Software Division Chief, and Application Deployment Lead weigh several factors into consideration, including the impact and integration into the overall software design and architecture, the impact of the change on existing functions and other municipalities, the documentation and training required to support the change, the development time required to implement, test, and deploy the change, and many more factors. No promises are made that a Feature Request will be implemented, or, similarly, will be implemented by a specific time. Although we have a schedule for releasing upgrades and determining what matters will be included, it is always possible that planned functionality may not pass final testing or might otherwise be deleted from a release at the last minute. If the Municipality desires particular Future Functionality, it is encouraged to enter into a contract with Davenport to add that functionality and not rely on that it will be added at a future release.

d. Forms and Reports

Forms and Reports SRs are for the design of new forms, new reports, or the customization of an existing form or report. The Municipality has the responsibility to provide a Template at the time of the SR for any new form or report request.

e. Documentation

SRs requesting new documentation on software or features therein may be subject to additional fees.

f. Inquiry

Inquiry-related SRs are typically questions and answers communicated through SRs on the eTicket site. These SRs are largely void of action items to be performed by Davenport.

5. Resolution

When a matter has been resolved, the Municipality will be notified that the SR has been resolved. Upon resolution, the SR may be closed, or Davenport may wait for a Municipality response. Please note that the Municipality's response to an SR or SR notification will reopen a closed SR. Davenport will make a best effort to ensure the Municipality is comfortable and understands the resolution and/or any implications or conditions outlined in the SR resolution.

6. Escalation

In the event that the Municipality is unhappy with the progress being made on a SR, the matter may be referred to the Software Division Chief or CEO.

Revision Date: April 19, 2020

Effective Date: May 1, 2020

Exhibit I – Detail of Responsibilities

The responsibilities of the parties are set out below.

Key: R = Responsible (within the Party's direct control) and C = Consult

Implementation Tasks	DAVENPORT	CLIENT
Project Management for Migration to Hosted Environment		
Provide a project manager to track implementation, Project scope and expectations, and serve as a single point of contact during build-out and migration	R	R
Review strategies, methodologies and approaches for the completion of all implementation deliverables	R	
Review and obtain acknowledgement of all implementation deliverables produced by the Project team	R	
Identify changes or issues that could impact the cost or schedule of the delivery	R	R
Provide related existing and proposed network and server configuration		R
Provide VPN remote access to Database server or equivalent to DAVENPORT		R
Provide GIS and data migration sources to DAVENPORT		R
Provide/review requested materials to DAVENPORT in a timely manner (including 3 rd party data and interoperability requirements). Response to requested information within 5 days		R
Provide coordination and requirements for 3 rd party system integration requirements	C	R
Account Management and Support Leads		
Assign a CLIENT Technical Lead	R	
Provide a dedicated toll-free phone number for critical and non-critical support	R	
Provided a dedicated email address for non-critical support requests	R	
Coordinate activities between appropriate CLIENT point(s) of contact and DAVENPORT teams to facilitate minimum impact on CLIENT operations	R	
Inform CLIENT of scheduled system maintenance and application updates between 1 and 5 days in advance, depending on the severity of impact	R	R
Work with CLIENT, as applicable, to update their solution based on DAVENPORT's latest additions to DAVENPORT's capabilities	R	
Request support via phone, email and DAVENPORT support portal		R
Accept inbound issue calls, emails and web requests, and service tickets during support hours	R	
Communicate status and resolution of service tickets to CLIENT	R	
Assign priority levels to service tickets	R	C
Perform root cause analysis for outages and incidents	R	R
Provide access to DAVENPORT's support portal	R	
LAMA Application		
Install server application components	R	
Install CLIENT workstation application components	C	R
Provide and install application updates and related database updates for software	R	
Determine optimal performance settings for LAMA parameters and database configurations	R	
Configure LAMA settings for business processes	R	C
Setup and installation of required servers and operating systems.	C	R
Setup ArcGIS Server Map Services and Geometry Service components	R	C
Implement operating system patch levels and updates	C	R
Create system/service/domain user accounts required for server applications		R
Configure initial server application and database memory settings		R
Create initial application user accounts	R	C

Implementation Tasks	DAVENPORT	CLIENT
Provide documentation on items such as interfaces and batch jobs and nightly processes	R	C
Setup application backup policies		R
Identify public facing URLs for LAMA Public Web CRM and ArcGIS Server		R
Determine firewall port map for applications	C	R
Acquire SSL Certificates for public facing web sites and web services		R
Database		
Install SQL Server Database Server/Services	C	R
Setup SQL Server LAMA database	R	C
Implement database security	R	C
Create database user accounts	R	R
Develop troubleshooting guides for common failures and remedies	R	
Setup database backup policies and disaster recovery procedures	C	R
Server Platforms		
Provide DAVENPORT with administrative access to the LAMA Production server for running Utilities, Notifications Services, and other applications necessary for successful implementation		R
Provide, install, configure and test server Hardware components		R
Verify components for memory, internal disks, CPU fans, power supplies and primary network interfaces		R
Configure private network interface for server management and backups		R
Configure server networking		R
Install server operating systems		R
Configure and optimize operating system parameters	C	R
Identify and setup file system and shares for software application	C	R
Implement required file share directory structures for software applications	R	C
Monitor operating system processes, server availability, statistics, log files and resources	C	R
Identify and work to resolve operating system and related software failures and resolve	C	R
Identify and apply operating system updates, patches and fixes required to address availability issues	R	R
Manage event logs	C	R
Maintain OS users, groups and user passwords		R
Perform scheduled and unscheduled startup and shutdown		R
Identify and troubleshoot operating system issues		R
Identify and apply optimal performance settings required for DAVENPORT supported software	R	
Obtain operating system software and licenses keys (as necessary)		R
Security – Networking		
Create initial firewall policies to restrict all unnecessary and unauthorized access to environments		R
Test firewalls and networking components via security scanning	R	R
Implement, monitor and manage network-based intrusion detection		R
Provision vLANs and private IP space		R
Take appropriate action to secure the environment when suspicious activity is detected and verified		R
Assess identified vulnerabilities, evaluate risks, develop and execute remediation plan	C	R
Monitor network, host-based intrusion detection systems, security related message boards, vendor mailing lists and alerting services for latest information relating to vulnerabilities	C	R
Configure access logging		R
Provide IP-SEC compliant device for site-to-site VPNs		R
Provide external IP for Public Web		R
Provide access to DAVENPORT external Web Server through port 80 or access to internal SMTP server with authentication credentials		R

Implementation Tasks	DAVENPORT	CLIENT
Control and log logical access to server and Infrastructure components		R
Limit access to environments and systems based on support needs only	C	R
Maintain security policies		R
Repel common external attacks at border routers		R
Identify and install updates, patches and fixes to Infrastructure software required to address security issues	C	R
Maintain exclusive administrative accounts	C	R
Identify CLIENT's users or 3rd parties that require access	C	R
Maintain standards for password rotation		R
Implement password rotation		R
Run system vulnerability scans		R
Networking		
Obtain software and license keys for all firewalls, switches and load-balancers		R
Obtain Hardware for all firewalls, switches and load-balancers		R
Test and install firewalls, switches and load-balancers		R
Configure load-balancer farms to distribute traffic to web and application servers (as needed)		R
Configure DNS for servers and URLs		R
Configure Internet access (as needed)		R
Request changes to firewall policies to allow/disallow specific traffic	C	R
Make changes to firewall policies		R
Monitor and manage Internet connectivity		R
Maintain configuration management strategy		R
Monitor for Hardware errors		R
Maintain Hardware firmware		R
Identify and work to resolve Hardware failures and resolve		R
Maintain Hardware maintenance strategy		R
Maintain connectivity between CLIENT workstations and server components		R
Maintain connectivity between web servers and Internet		R
Maintain and monitor VPN configuration and remote access for DAVENPORT to Production servers		R
Monitor VPN configuration and remote access for DAVENPORT to Production servers	R	
Install routers for CLIENT connectivity		R
Storage and Backups		
Install backup agents and scripts		R
Connect servers requiring SAN to SAN fabric		R
Allocate and confirm storage to servers		R
Configure necessary storage management architecture (such as RAID 1, RAID-5 and striping)		R
Provide daily backups on environments		R
Manage backup schedule		R
Store backup media offsite		R
Perform restoration as required to address availability issues	C	R
Install backup agents		R
Testing and Quality Assurance		
Document and audit environment controls, devices and configuration to verify operational readiness		R
Apply quality assurance methodology to environment including redundancy testing and automated startup/shutdown procedures for DAVENPORT Infrastructure and DAVENPORT supported software		R
User acceptance testing prior to final training	C	R

LAMA SUPPORT

Implementation Tasks	DAVENPORT	CLIENT
Help Desk		
Train Help Desk staff to provide Level 1 support for end users	R	
Provide Level 1 Help Desk support for end users		R
Troubleshoot functional issues related to respective application and/or all modules	R	R
Database Software		
Perform support, administration and troubleshooting	R	R
Take corrective action to resolve failures and errors	R	R
Correct data related errors	R	R
Monitor alert logs for messages/warnings	R	R
Monitor database configuration (such as table sizes, versions and backups)	R	R
Application Services		
Research patches and patch pre-requisites	R	
Identify migration issues/problems through testing and verification	C	R
Document migration requests		R
Correct technical and functional issues of the migration as related to data	C	R
Requirements gathering for data scrubbing/reduction for development environments	C	R
Install, configure, administer and troubleshoot all 3 rd party software packages	C	R
LAMA Security Administration		
Define new user request and approval procedures		R
Create new users		R
Unlock locked users in LAMA		R
Setup initial passwords for user administrator and LAMA delivered users	R	

Permit and Land Use Management Software

April 14, 2022



The
Davenport
Group

PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

- To obtain Committee recommendation to the City Council to authorize the City Manager to enter into a contract with the Davenport Group for the LAMA permitting and land management software to replace the current TRAKiT permit tracking system.

WHY IS THIS ISSUE IMPORTANT?

1. The software replacement project, supported by a comprehensive staff review of process workflows, provides the foundation for improving public access to development information.
2. Building in automation to the permitting and land management software will improve staff efficiency.
3. The software replacement project is a major step forward for the City's goal of paperless permitting and the many benefits that result from reducing paper use.

POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED

- Recommendation to the full City Council to authorize the City Manager to enter into a contract with the Davenport Group for the LAMA permitting and land management software to replace the current TRAKiT permit tracking system.

REVIEWS TO DATE

- **Administration and Finance (A&F) Committee:**
 - 04/14/2022 (Today's meeting)

Permit and Land Use Management Software

Background

- The City's permitting and land use processes were originally developed in the 1990's and have remained essentially the same through the early 2000's.
- The permit tracking system implemented in 2011 did not represent significant process improvements with regard to automation and workflow.
- Software for municipal land management uses has made major improvements in function, integration and public accessibility.

Permit and Land Use Management Software

Background

- In the 2021-2022 budget, City Council approved a decision card for \$363, 000 to:
 - “Upgrade existing permit database and management system TRAKiT or replace TRAKiT with new system if upgrade is not possible.”
- An RFP seeking vendor proposals for a new permitting and land use management system was developed and advertised in September 2021. Six proposals were received by the closing date in November 2021.

Selection Process: Permit and Land Use Management Software

Background

- Two rounds of demonstrations were held
- Three vendors were selected for the first round:
 - Central Square (TRAKiT)
 - Timmons Group (Cityworks)
 - Davenport Group (LAMA)
- Timmons Group and Davenport Group were selected as finalists by questionnaire scoring and staff consensus.

Selection Process: Permit and Land Use Management Software

Background

- During debrief and consensus meetings, finalists were determined to have different strengths, but both vendors were deemed to have acceptable software solutions.
- Final questionnaire scoring resulted in a slightly higher score for Davenport Group and the LAMA software.
- The LAMA software came in well within budget at \$286,942.00; the Cityworks software was slightly over budget.

Final Decision

- The final decision to select the Davenport Group was made jointly by the CED Director and the Information Systems Manager, informed by the staff selection and consensus process.



The
Davenport
Group

The software: Permit and Land Use Management Software

What does the software do?

- The main software functions include:
 - Online permitting
 - Integration with Bluebeam Plan Review
 - Automated workflow
 - Mobile application for field inspections
 - New reports and report formats
 - Public access to development information
 - Integration with Microsoft Office applications
 - Improved data retrieval

What is provided by the Contract?

The main contract elements include:

- System configuration
- Software installation
- Data migration
- Report development
- Integration with other software

What is provided by the Contract?

The main contract elements include (cont.):

- Public portal design
- User training
- System Testing
- System support
- Provisions for yearly system maintenance

Schedule: Permit and Land Use Management Software

If Council approves, the project starts with an on-site Kick-off Meeting in May 2022

The purpose of the Kick-off meeting is to:

- Establish vendor and staff roles and responsibilities
- Identify work product expectations
- Explain the development and implementation process and procedures

Schedule: Permit and Land Use Management Software

If the project begins May 2022 and remains on schedule:

- System testing should begin sometime in mid-October 2022
- Go-live would occur the first week of March 2023 and would include a new public portal.



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED

Recommendation to the full City Council at the 04/26/2022 Regular Council Meeting to authorize the City Manager to enter into a contract with the Davenport Group for the LAMA permitting and land management software to replace the current TRAKiT permit tracking system.

ALTERNATIVE

- No Action: The City Manager will not enter into a contract with the Davenport Group and the LAMA software will not be purchased at this time.

REVIEWS TO DATE

- **Administration and Finance (A&F) Committee:**
 - 04/14/2022 (Today's meeting)

Permit and Land Use Management Software

Questions?



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 *(Provided by HR) :*

Limited Term Position? (Y/N)

Primary Duties/Responsibilities:

Total Salary *(provided by Finance)*

Total Benefits *(provided by Finance)*

Subtotal Salary and Benefits

	BARS
Office Supplies	XXX.XX.31.008
Uniform & Safety Clothing	XXX.XX.31.018
Office Furniture & Equipment	XXX.XX.35.000
Computer & Hardware	301 FUND
Telephone	
Cell Phone Purchase	XXX.XX.35.000
Cell Phone Monthly Charges	XXX.XX.42.028
Software Subscriptions	XXX.XX.49.053
Training & Conferences	
Lodging	XXX.XX.43.031
Meals	XXX.XX.43.032
Transportation	XXX.XX.43.033
Registration	XXX.XX.49.061
Vehicle	
Vehicle Purchase	501 FUND
Equipment Rental Charges <i>(provided by Public Works)</i>	XXX.XX.45.002

Other *(specify) :*

Subtotal Associated Costs

TOTAL:

**City of SeaTac
Decision Card**

Budget

Date Prepared:

Title:		
Amount:		Department:
BARS#:		Division:
		Director:
On-Going	Mandatory	
One-Time	Discretionary	Preparer:

Description: *(Provide a brief overview of what is being requested)*

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

City Goal: *(Identify one or more City Goal addressed by this request):*

Funding Source: *(How will this request be funded):*

	<u>Source/Fund (be specific)</u>	<u>Amount</u>	<u>Amount</u>
Current Operations:			
Ending Fund Balance:			
Grant:			
Other:			
TOTAL			

Date Approved:

Addition of Parks Operations Workers-2 FTE's

Justification:

Seasonal Hiring

Over the past five years recruiting and retaining seasonal employees has become increasingly difficult due to competitive wages and benefits offered by area employers seeking fulltime labor. Recruiting, Hiring, and Training seasonal positions impacts numerous City departments including Parks Operations, Human Resources, and Finance. Tasks include advertising the positions, screening candidates, interviewing candidates, on-boarding selected employees, and training.

Union Bargaining Agreement

Over time, Parks Operations needs have increased due to additional park space, installation of additional amenities, and increased after-hours tasks. This has resulted in continually hiring seasonal employees for 6-month employment terms, rather than hiring them to meet increased short-term demands for particular seasons. Additionally, AFSCME may interpret this practice as not being within the spirit of the Collective Bargaining Agreement. Currently, we supplement full-time equivalent (FTE) labor with four six-month seasonal employees year-round. Transitioning these seasonal positions to full time equivalent employees will eliminate this concern and allow us to properly utilize seasonal labor in the future.

Facility Reservations

The chart below shows the increased demand of sports field reservations with the addition of two synthetic turf soccer fields constructed at North SeaTac Park in October 2020, as well as the continued popularity of park shelters and spray park usage during the summer months. Reallocating funds for seasonal maintenance labor to 2 FTE positions will allow Parks Operations to continue to maintain parks at a high level of service for sports field setup needs and related custodial maintenance associated with cleaning and restocking restrooms. Additionally, making the positions full time should help with recruiting and retaining quality help in the current competitive job market.

Reservation	2018	2019	2020 (Covid)	2021	2022 (YTD)
Sports Field	1991	2309	850	3671	3768
Picnic Shelter	283	277	28	216	57

Additional Benefits

Closing/night shift positions are vital to the success of Parks Operations. They allow the City to provide a continued high level of park cleanliness and sanitation in the evening hours with sports field turnovers between different user groups and extended hours of customer service to picnic shelter rental groups, as well as added security by assisting with park gate closures.

The other benefit is that we currently maintain 16 acres per FTE and struggle to keep pace with improvements/additions to parks. The table below shows survey results for Park Operations FTE vs. acreage maintained in surrounding cities. It should be noted that the acreage below only denotes formal park sites. SeaTac also has expansive open space/passive use areas that total an additional 185 acres. Examples of these areas include the disc golf course at North SeaTac Park, acreage surrounding Tub Lake and Des Moines Creek Park which requires monitoring for garbage and homeless activity on a weekly basis. Although these are not formal park sites; staff routinely keep brush mowed down, pick up litter, and clean up evidence of homeless camps. The addition of 2 FTE will lower the developed acreage per employee to 13 acres per FTE.

Municipality	FTE	Developed Acres	Acres Per FTE
Kent	28	250	9
Renton	21	264	13
Des Moines	4	42	14
SeaTac	9	144	16
Tukwila	6.5	135	21
Federal Way	11	300	27

Conclusion

Reallocating existing funding for seasonal maintenance worker positions to 2 FTE positions would utilize funding in a more effective manner to minimize staff turnover amongst seasonal positions and provide SeaTac residents and park visitors a consistent high level of service.

A & F Committee Meeting April 14, 2022

Addition of Parks Operations Workers – 2 FTE's



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Staff seeking referral from A&F Committee to RCM to reallocate existing funding for seasonal maintenance labor to 2 Full Time Employees (FTE) for 2022 budget year.

WHY IS THIS ISSUE IMPORTANT?

1. Recruiting and retaining Seasonal employees has become increasingly difficult over the past five seasons.
2. It could be interpreted that we are not operating in good faith with the AFSCME Union and supplementing full-time labor with four (4) six-month seasonal employees year-round, to cover required nighttime positions in Parks Operations.
3. Reallocating funds for seasonal maintenance labor to 2 FTE positions will allow Parks Operations to continue to maintain parks at a high level of service for sports field setup needs and related custodial maintenance associated with cleaning and restocking restrooms.

POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED

- Staff is requesting committee approval to move this to the April 26th RCM consent agenda for approval in order to begin recruitment process for positions.

Additional Benefits

Increased Sport Field Usage

Post Pandemic Shelter Reservations

Reservation	2018	2019	2020 (Covid)	2021	2022 (Current)
Sport Field	1991	2309	850	3671	3768
Picnic Shelter	283	277	28	216	57



Additional Benefits

Current Acreage Per FTE

Municipality	FTE	Developed Acres	Acres Per FTE
Kent	28	250	9
Renton	21	264	13
Des Moines	4	42	14
SeaTac	9	144	16
Tukwila	6.5	135	21
Federal Way	11	300	27

Proposed Acreage Per FTE

Municipality	FTE	Developed Acres	Acres Per FTE
Kent	28	250	9
Renton	21	264	13
SeaTac	11	144	13
Des Moines	4	42	14
Tukwila	6.5	135	21
Federal Way	11	300	27

REALLOCATION OF FUNDING

Parks Seasonal Maintenance Budget – 2022	\$187,975.00
Estimated Seasonal Maintenance Usage – 2022	<u>- \$65,996.00</u>
Remaining Seasonal Maintenance Budget – 2022	\$121,979.00
Remaining Seasonal Maintenance Budget – 2022	\$121,979.00
Additional Parks Operations Workers – 2 FTE's	<u>- \$121,772.00</u>
Remaining Balance of Seasonal Funds – 2022	\$207.00

*No additional funds are required in 2022 to fund this request



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED

- Staff is requesting committee approval to move this to the April 26th RCM consent agenda for approval in order to begin recruitment process for positions.



MEMORANDUM

Date: April 14, 2022

To: Administration and Finance Committee

Through: Carl Cole, City Manager

From: Mei Barker, Human Resources Director

Re: Association of Washington Cities Inter-Local Agreement

Summary

The Association of Washington Cities' (AWC) Trust allows for participating cities and towns to jointly self-insure certain health benefit plans / programs. City of SeaTac adopted AWC health benefits through the Trust effective January 1, 2022, for all City employees.

Staff is requesting Council pass a resolution (Attachment A) allowing the City Manager to execute the Association of Washington Cities Employee Benefit Trust Health Care Program Interlocal Agreement (Attachment B).

Background

Prior to 2016 The City of SeaTac utilized an AWC Trust membership to access employee healthcare benefits. In 2017 the city decided to change health benefit providers in an effort to lower health care costs. After seeing double digit increases in health care costs over the last four years, the city decided to return to the Trust for health care benefits.

A presentation on the benefits of going back to the AWC Trust was presented at the November 3, 2021, Administration and Finance Committee meeting and was approved as part of the Mid-Biennium budget process.

AWC recently reached out to us requesting the city approve the attached resolution and sign the ILA reestablishing membership in the Trust.

Fiscal Impact

None. The city approved all costs associated with joining the Trust as part of the Mid-Biennium budget review process.

Approval

Staff recommends this be placed on the consent agenda at the Regular Council Meeting on April 26, 2022.

Ratified:

Takele Gobena, Chair

Attachments

Attachment A - AWC Resolution – 2022

Attachment B - AWC ILA – 2022

**THE CITY OF SEATAC
RESOLUTION NO. _____**

_____, 2022

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the “Trust”) is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” and “Participating Non-City Entities”) and their employees can be paid and through which the Board of Trustees of the Trust (“Trustees”) provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns’ and Non-City Entities’ employees, their dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the “Interlocal Agreement”) attached hereto creates a joint self-insured health and welfare benefit program (the “Health Care Program”) to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the “HCP Account”), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, **THE CITY OF SEATAC** believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

NOW THEREFORE RESOLVED, that the Interlocal Agreement creating the Health Care Program is hereby adopted.

RESOLVED, that by adopting such Agreement, **CITY OF SEATAC** acknowledges that it shall be subject to assessments as required by the Health Care Program.

By:

ATTEST:

Dated: _____

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the “Trust”) and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” or “Participating Non-City Entities”), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code (“VEBA”), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
- 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
- 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
- (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the “Effective Date”) and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
 - 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE


This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Participating Employer

Signature:  _____

Signature: _____

Name: **Alicia Seegers Martinelli**

Name (print): _____

Title: Interim Chief Executive Officer

Title: _____

Date: 10/4/21 _____

Date: _____

Effective Date: January 1, 2014



MEMORANDUM

Date: April 14, 2022

To: Administration and Finance Committee

Through: Carl Cole, City Manager

From: Mei Barker, Human Resources Director

Re: CRF2022-03 Compensation Review

Summary

The Human Resources Department received a Council Request Form (CRF) from Councilmember Takele Gobena, requesting the city review our compensation system for wage rate below SeaTac minimum wage law, with the goal to make sure our comp system lines up with the current city minimum wage law.

Background and Analysis

Effective January 1, 2022, the City of SeaTac’s Employment Standards Ordinance minimum wage increased to \$17.54 per hour. Pursuant to SeaTac Municipal Code (SMC) Section 7.45.050, the living wage rate in effect, applies to those employed in the hospitality and transportation industry within the City. The City of SeaTac does not have positions in either of these industries.

The current salary schedule has 80 ranges, and each range has six (6) steps, A through F: Range 1A – 24A are compensated between \$10.24 - \$23.06 (at step F of range 24A).

Below are the two (2) lowest compensated, regular (permanent) positions with the City of SeaTac.

	Current Compensation Rate		
<u>Position</u>	<u>Range</u>	<u>Starting Rate</u>	<u>Max Rate</u>
1. Senior Center Attendant	21	\$16.73	\$21.41
2. Preschool Instructor	25	\$18.46	\$23.63

Note; all regular (permanent) employees currently in these positions are compensated at a rate equal to or higher than \$21.41/hourly, none are compensated below the hospitality and transportation industry’s minimum wage rate of \$17.54.

To address Councilmember Gobena’s concern, the suggested action is to move the two positions to higher ranges of pay on the city salary schedule (pay scale) to ensure the starting rate of pay remains above the City of SeaTac’s Employment Standards Ordinance minimum wage for the hospitality and transportation industry.

	Proposed Compensation Rate			
	<u>Position</u>	<u>Range</u>	<u>Starting Rate</u>	<u>Max Rate</u>
1.	Senior Center Attendant	25	\$18.46	\$23.63
2.	Preschool Instructor	33	\$22.50	\$28.80

Fiscal Impact

None. The current Senior Center Attendant is being compensated at \$21.41 an hour and they would be moved to the same hourly rate of pay in the new range. The Preschool Instructor position is currently vacant.

Authority

SMC 2.65.030 states: “With written justification, the City Manager is authorized to adjust non-represented employee classification and compensation, subject to ratification by the Administration and Finance Committee, when necessary, in order to carry out sound personnel management and to accomplish objectives within the City’s defined commitments”.

RCW 35A (sections 13.080 through 13.102) provide the authority of the City Manager to exercise general supervision over the administrative affairs of the code city, its departments and staff. Further, the City Manager may prepare and submit to the Council such reports as he or she may deem advisable to submit in exercising supervision over the administrative affairs. The City Manager may not amend the adopted budget.

Approval

The committee grant the range adjustments as mentioned in this memo for the Senior Center Attendant and the Preschool Instructor position.

Ratified:

Takele Gobena, Chair

Attachment

- Senior Center Attendant - Job Description
- Preschool Instructor - Job Description
- 2022 Salary Schedule



Compensation Review

HUMAN RESOURCES

2022 City of SeaTac Minimum Wage

\$17.54

Per SMC Section 7.45.050, this wage applies to those employed in the hospitality and transportation industry within the City.

Lowest Paid Position(s)

Senior Center Attendant

&

Preschool Instructor

Senior Center Attendant

Range 21A

\$16.73 - \$21.41

Number of employees in this position: 1

Preschool Instructor

Range 25

\$18.46 - \$23.63

Number of employees in this position: 0



1 - Senior Center
Attendant

\$21.41 an hour

Proposed Action

Current

Senior Center Attendant (21A)

\$16.73 - \$21.41

Preschool Instructor (25)

\$18.46 - \$23.63

Proposed

Senior Center Attendant (25)

\$18.46 - \$23.63

Preschool Instructor (33)

\$22.50 - \$28.80

Composition of the Salary Schedule

RANGES

Each job classification / description is assigned a pay range. There are up to 80 different pay ranges; increase in range, increase in compensation.

Positions may not change ranges unless results of salary survey or job audit.

STEPS

Each range has 6-steps (A-F). Each is a 5% difference.

Employees may go up in step over time – via CBA for step increase that are tied to performance evaluations.

Impact on Current Incumbent

Current

Range 21A, step F - \$21.41

Proposed

Range 25, step D - \$21.41

The change in ranges would place the incumbent in a position that would allow for annual pay increases in accordance with the CBA.

Quarter 1 Financial Report

Administration & Finance Committee

April 14, 2022



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

To provide information about the first quarter financial position.

WHY IS THIS ISSUE IMPORTANT?

1. Regular monitoring of income and expenditures against the budget allows the City Manager and Department Heads to take remedial action if significant deviations are found.
2. Enforces accountability related to spending.
3. Demonstrates transparency by sharing information from this regular monitoring.

POTENTIAL COMMITTEE ACTION

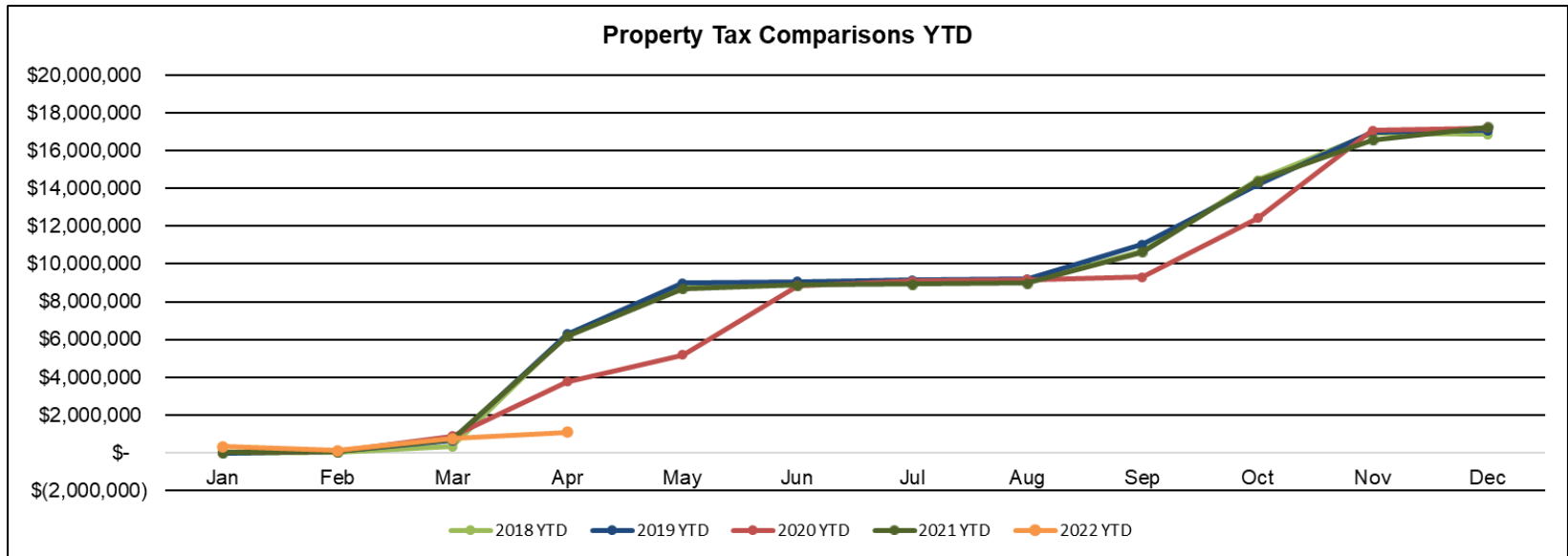
COMMITTEE ACTION REQUESTED

- None

REVENUE

Property Tax

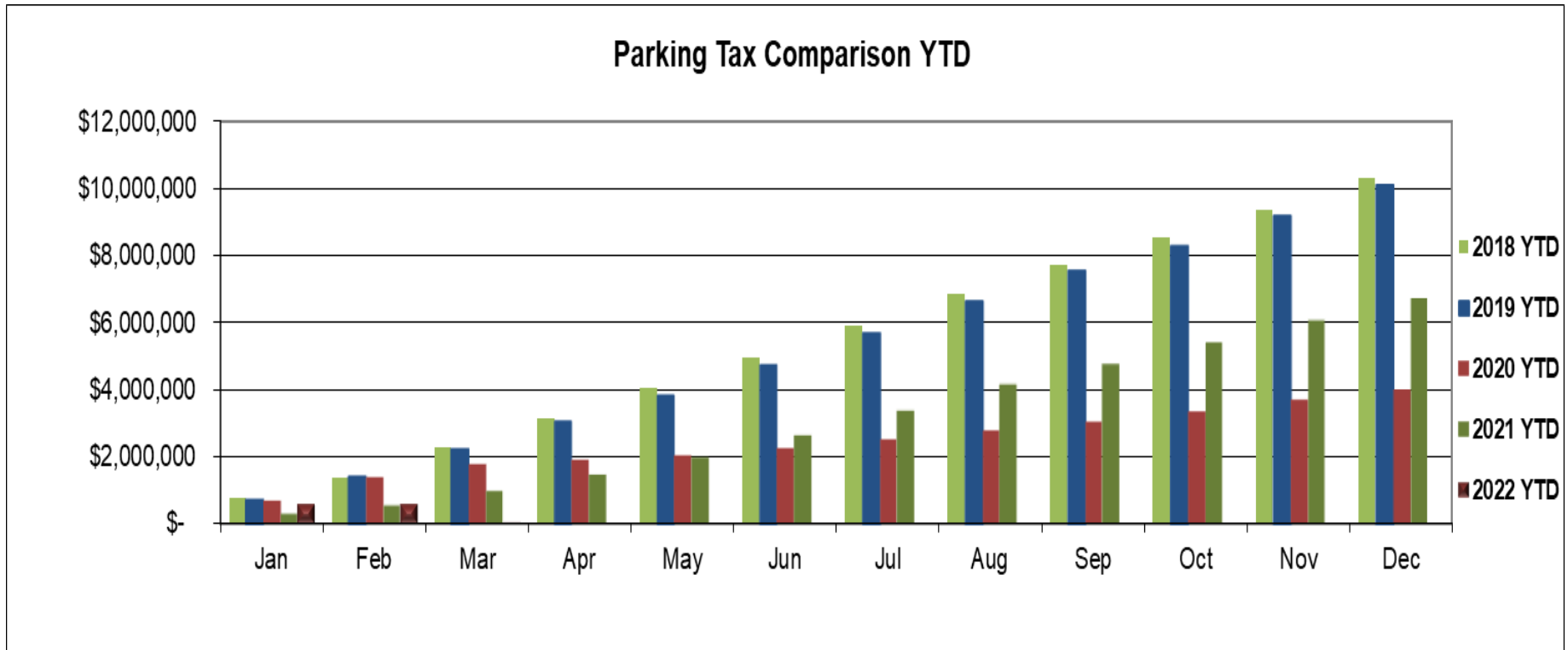
- First payment due in April



REVENUE

Parking Tax

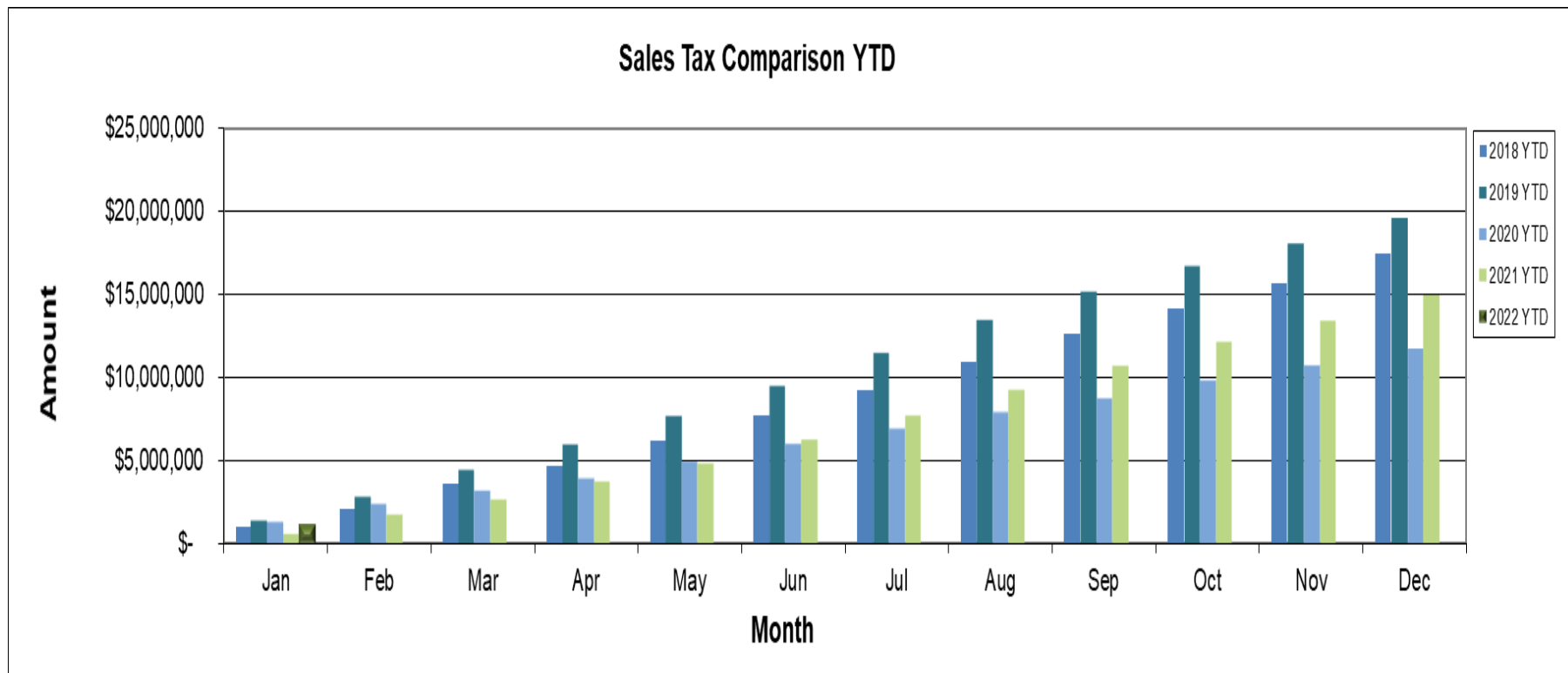
- Payment is due the month after collected.



REVENUE

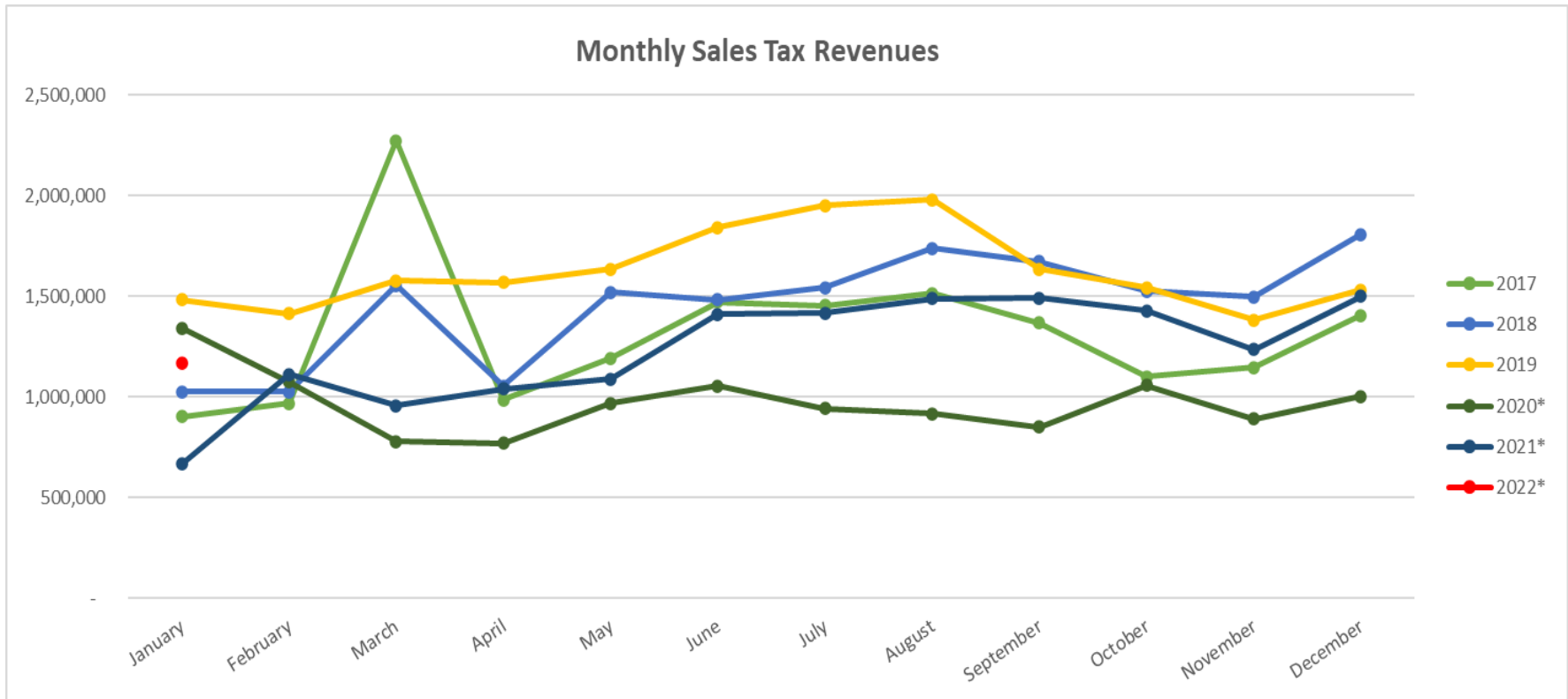
Sales Tax

- Sales tax has a two-month lag.



REVENUE

Sales Tax



REVENUE – Sales Tax by Sector

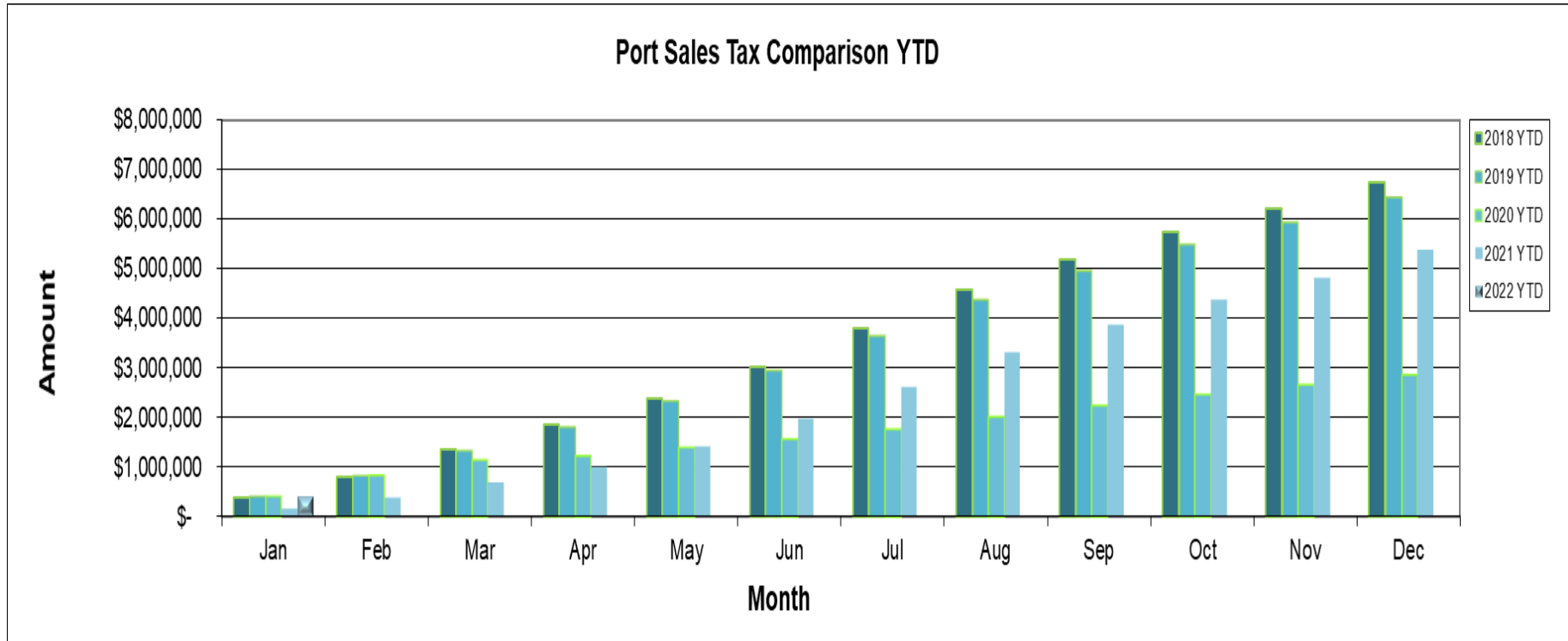
	January					
	2017	2018	2019	2020	2021	2022
Retail Trade	\$ 90,535	\$ 99,638	\$ 117,125	\$ 103,953	\$ 83,187	\$ 116,416
\$ Change	\$ 23,922	\$ 9,103	\$ 17,486	\$ (13,171)	\$ (20,766)	\$ 33,229
% Change	35.9%	10.1%	17.5%	-11.2%	-20.0%	39.9%
% of Total	10.0%	9.7%	7.9%	7.8%	6.2%	17.5%
Accommodation & Food Services	\$ 234,977	\$ 235,621	\$ 261,062	\$ 288,170	\$ 97,703	\$ 218,487
\$ Change	\$ 44,364	\$ 643	\$ 25,441	\$ 27,108	\$ (190,467)	\$ 120,784
% Change	23.3%	0.3%	10.8%	10.4%	-66.1%	123.6%
% of Total	26.1%	23.0%	17.6%	21.5%	14.7%	18.7%
Construction	\$ 133,470	\$ 256,584	\$ 588,044	\$ 455,159	\$ 256,501	\$ 205,216
\$ Change	\$ 24,107	\$ 123,114	\$ 331,460	\$ (132,885)	\$ (198,658)	\$ (51,285)
% Change	22.0%	92.2%	129.2%	-22.6%	-43.6%	-20.0%
% of Total	14.8%	25.0%	39.6%	34.0%	38.5%	17.6%
Transportation/Warehousing/Utilities	\$ 181,697	\$ 158,295	\$ 222,205	\$ 184,209	\$ 106,801	\$ 277,966
\$ Change	\$ 33,351	\$ (23,402)	\$ 63,910	\$ (37,996)	\$ (77,408)	\$ 171,165
% Change	22.5%	-12.9%	40.4%	-17.1%	-42.0%	160.3%
% of Total	20.2%	15.4%	15.0%	13.7%	16.0%	23.8%
Finance/Insurance/Real Estate	\$ 141,419	\$ 141,515	\$ 149,914	\$ 167,555	\$ 74,438	\$ 151,280
\$ Change	\$ (15,728)	\$ 96	\$ 8,399	\$ 17,641	\$ (93,117)	\$ 76,842
% Change	-10.0%	0.1%	5.9%	11.8%	-55.6%	103.2%
% of Total	15.7%	13.8%	10.1%	12.5%	11.2%	12.9%
All Others	\$ 119,116	\$ 133,366	\$ 144,768	\$ 141,429	\$ 47,485	\$ 199,324
\$ Change	\$ 25,677	\$ 14,249	\$ 11,403	\$ (3,339)	\$ (93,944)	\$ 151,839
% Change	27.5%	12.0%	8.5%	-2.3%	-66.4%	319.8%
% of Total	13.2%	13.0%	9.8%	10.6%	7.1%	17.1%
Total	\$ 901,215	\$ 1,025,018	\$ 1,483,118	\$ 1,340,475	\$ 666,115	\$ 1,168,689
\$ Change	\$ 135,693	\$ 123,803	\$ 458,099	\$ (142,642)	\$ (674,360)	\$ 502,574
% Change	17.7%	13.7%	44.7%	-9.6%	-50.3%	75.4%



REVENUE

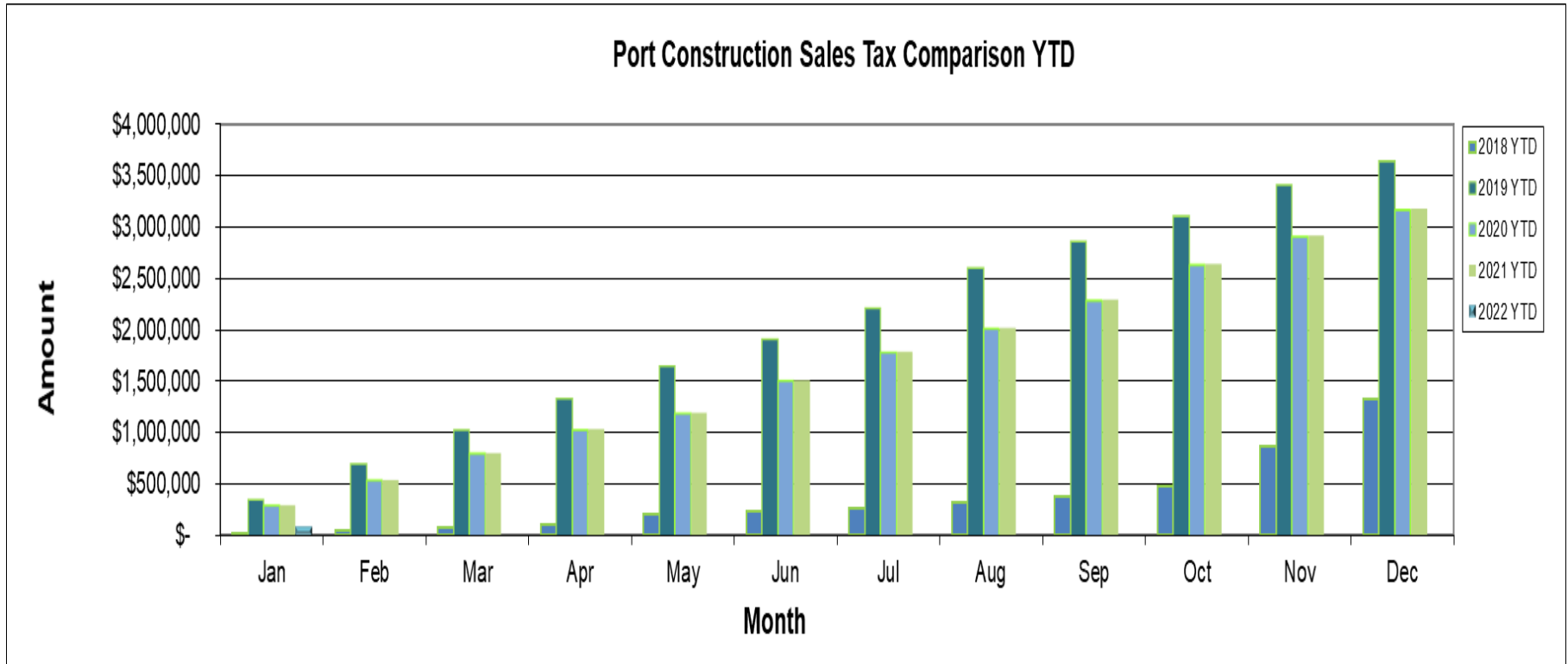
Port Sales Tax

- Makes up 33% of sales tax collected.



REVENUE

Port Construction Sales Tax



REVENUE

General Fund Revenue by Category

- Target = 25%

Category	Budget	Collected	% of Budget
Licenses & Permits	\$1,706,574	\$750,961	44%
Intergovernmental	1,210,482	207,696	17%
Charges for Goods & Services	1,836,419	824,173	45%
Fines & Penalties	140,800	55,884	40%
Miscellaneous & Interest	1,607,943	489,740	30%

EXPENDITURES by FUND

- Target = 25%

Category	Budget	Collected	% of Budget
General (001)	\$45,605,830	\$5,074,894	11%
Street (102)	12,779,685	2,588,248	20%
Port ILA (105)	1,916,143	2,785	.15%
Transit Planning (106)	333,178	55,259	17%
Hotel/Motel Tax (107)	806,110	73,991	9%
Municipal CIP (301)	5,516,676	44,304	.8%
Transportation CIP (307)	13,368,312	1,179,623	9%
SWM (403)	3,340,052	729,316	22%
Solid Waste (404)	213,773	36,924	17%
Equipment Rental (501)	712,017	105,580	15%



MEMORANDUM

To: Administration and Finance Committee
Through: Carl Cole, City Manager
From: Gwen Pilo, Finance and Systems Director
Date: April 14, 2022
Re: March 31, 2022, Investment Report

Attached is the March 2022 Investment Compliance Report and Portfolio Analysis.

At the end of March, the city had \$ 68,015,924 in cash and short-term investments and \$58,994,180 in long-term investments at market value. Total cash on hand and investments equals \$127,010,104 a increase of \$2,734,094 over the previous month due to revenue collections out performing expenditures.

Interest received during the month was \$98,500 from bonds and \$9,235 from the LGIP. Interest paid to date is \$127,603.

The 90-day T-bill and the LGIP are continuing to rise, however they continue to remain below 1% in February. The 2-year Treasury note continues to climb and is at 2.28%.

SeaTac Yield is .78% compared to the LGIP at .14%.

Total Funds City of SeaTac

Compliance Report

3/31/2022

Maturity Constraints	Policy Requirement	% of Total Accumulated	Portfolio Allocation	Within Limits
Under 30 days	10%	54%	68,015,924	YES
Under 1 year	25%	59%	75,008,082	YES
Under 5 years	100%	100%	127,010,104	YES
Maximum Weighted Average Maturity	3.00		2.42	
Maximum Single Maturity	5 Years		4.65	

Asset Allocation Diversification	Maximum Policy Allocation	Issuer Constraint	Percentage of Portfolio	Market Value	% within Limits
U.S. Treasury Obligations	100%		6.85%	\$ 8,696,718	
U.S. Agencies Primary	100%		37.02%	\$ 47,017,006	YES
FHLB		30%	17.31%	\$ 21,982,175	YES
FNMA		30%	9.80%	\$ 12,443,450	
FHLMC		30%	3.90%	\$ 4,957,997	
FFCB		30%	6.01%	\$ 7,633,384	
U.S. Agencies Secondary	20%		1.56%	\$ 1,984,354	YES
FICO		10%	0.00%	\$ -	YES
FARMER MAC		10%	1.56%	\$ 1,984,354	
Municipal Debt Obligations	20%	5%	2.60%	\$ 3,296,456	
Certificates of Deposits	15%	5%		\$ -	
Bank Time Deposits & Savings Accounts	50%		14.02%	\$ 17,805,999	YES
Local Government Investment Pool	100%		37.96%	\$ 48,209,571	YES
Total			100%	\$ 127,010,104	

Portfolio by Fund Allocation	Par Amount	Total Adjusted Cost	Market Value	YTD Unrealized Gain/Loss	Yield to Maturity
City of SeaTac - Core Investment Funds	\$ 62,808,000	\$ 63,536,650	\$ 60,994,534	\$ (2,542,116)	0.78%
City of SeaTac Liquidity Funds	\$ 66,015,570	\$ 66,015,570	\$ 66,015,570		
TOTAL PORTFOLIO	\$ 128,823,570	\$ 129,552,220	\$ 127,010,104	\$ (2,542,116)	

Cit of SeaTac
Investment Portfolio Analysis
As of 3/31/2022

Month	SeaTac Portfolio			Monthly Interest Earned (Accrual Basis)			LGIP			Monthly Interest Earned (Accrual Basis)			Year to Date Interest Earned		
	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
January	27,840,000	27,541,000	62,808,000	-	182,914	44,256	74,764,550	73,134,760	48,196,331	109,251	8,662	3,719	109,251	191,576	47,975
February	27,840,000	34,503,000	62,808,000	-	38,233	14,889	74,864,270	63,142,122	48,200,336	99,719	7,362	4,005	208,970	237,171	66,868
March	28,340,000	43,503,000	62,808,000	55,960	68,750	98,500	72,945,782	63,148,231	48,209,571	81,513	6,109	9,235	346,443	312,030	174,603
April	28,340,000	43,503,000		32,500	39,500		72,994,572	63,153,525		48,789	5,294		427,732	356,824	174,603
May	30,340,000	43,503,000		16,250	20,000		73,025,430	63,157,624		30,858	4,099		474,840	380,923	174,603
June	30,340,000	43,453,000		118,350	101,875		73,047,623	63,161,553		22,193	3,910		615,383	486,707	174,603
July	30,230,000	41,453,000		-	42,506		73,066,893	63,171,099		19,270	9,566		634,652	538,778	174,603
August	30,203,000	43,453,000		-	2,500		73,082,792	63,175,331		15,899	4,232		650,551	545,510	174,603
September	30,203,000	43,453,000		42,500	98,500		73,095,153	63,179,850		12,361	4,519		705,413	648,529	174,603
October	30,203,000	43,453,000		39,500	32,500		73,106,728	63,184,881		11,575	5,031		756,488	686,060	174,603
November	30,203,000	48,443,000		16,250	28,200		73,116,409	48,188,898		9,681	4,018		782,418	718,278	174,603
December	30,203,000	62,808,000		112,328	101,750		73,126,098	48,192,612		9,689	3,714		904,436	823,742	174,603
Average	29,523,750	43,255,750	62,808,000	36,136	63,102	157,645	73,353,025	61,499,207	48,202,079	39,233	5,543	5,653	n/a	n/a	n/a

Month	2 Yr T-Note			90 Day T Bill			SeaTac Current Yield			LGIP Interest Rate			2022 Budget		
	2 Yr T-Note 2020	2 Yr T-Note 2021	2 Yr T-Note 2022	90 Day TBill 2020	90 Day TBill 2021	90 Day TBill 2022	City 2020	City 2021	City 2022	LGIP 2020	LGIP 2021	LGIP 2022	Actual	Budget	% of Budget
January	1.33%	0.11%	1.18%	1.52%	0.06%	0.24%	1.86%	1.24%	0.78%	1.72%	0.14%	0.09%	47,975	27,259	176%
February	0.86%	0.14%	1.44%	1.25%	0.04%	0.37%	1.85%	0.96%	0.78%	1.68%	0.14%	0.11%	18,894	27,259	69%
March	0.23%	0.16%	2.28%	0.11%	0.03%	0.51%	1.58%	0.88%	0.78%	1.30%	0.11%	0.23%	107,735	27,259	395%
April	0.20%	0.16%		0.09%	0.01%		1.58%	0.88%		0.81%	0.10%		-	27,259	0%
May	0.16%	0.14%		0.14%	0.01%		1.52%	0.88%		0.50%	0.08%		-	27,259	0%
June	0.16%	0.25%		0.16%	0.05%		1.49%	0.88%		0.37%	0.08%		-	27,259	0%
July	0.11%	0.19%		0.09%	0.06%		1.39%	0.89%		0.31%	0.18%		-	27,259	0%
August	0.14%	0.20%		0.11%	0.04%		1.39%	0.89%		0.26%	0.08%		-	27,259	0%
September	0.13%	0.28%		0.10%	0.04%		1.39%	0.89%		0.21%	0.09%		-	27,259	0%
October	0.14%	0.48%		0.09%	0.05%		1.39%	0.86%		0.19%	0.09%		-	27,259	0%
November	0.16%	0.52%		0.08%	0.05%		1.39%	0.76%		0.16%	0.09%		-	27,259	0%
December	0.13%	0.73%		0.09%	0.05%		1.28%	0.78%		0.16%	0.09%		-	27,259	0%
Average	0.31%	0.28%	1.63%	0.32%	0.04%	0.37%	1.51%	0.90%	0.78%	0.64%	0.10%	0.14%	174,603	327,105	53.38%

**CITY OF SEATAC
INVESTMENT POLICY COMPLIANCE REPORT**

Date of Report: 04/14/2022
 Period Covered: **March 31, 2022**

Policy Section	Policy Requirement	Compliance	Current Portfolio	Frequency
5.1 Delegation of Authority	Establish written procedures for operations of the investment program	Compliant	Investment procedures are documented	Updated as needed
6.2 Safekeeping	All Securities will be held in Safekeeping	Compliant	US Bank Safekeeping	Monthly
6.3 Internal Controls	Documented in Investment Procedures Manual	Compliant	Section 3. Internal Controls in Procedures Manual	Updated as needed
6.4 External Review	External review of City Investment Policy and Investment Portfolio for compliance and best practices	Compliant	2019 review completed, next review in 2022	Every 3 Years
7.1 Broker/Dealers	<ul style="list-style-type: none"> • Review of Financial Industry Regulatory Authority report on firm and broker • Certification of having read the Policy and receipt of the City's Trading Authorization • or Broker/Dealer list provided by Investment Advisor 	Compliant	Detailed Authorized Broker/Dealer list is on file.	Annual
7.3 Bank Institutions	Only PDPC participating banks	Compliant	U.S. Bank	At Inception
7.4 Competitive Transactions	3 bids for security purchase or sale	Compliant	Call for bids done in November 2021. Broker security offerings are on file in Z:\Finance_Systems\Finance\MonthlyReports_6yrAfterFY\Investments	Monthly
8.0 Authorized Investments	Authorized by WA State Statute RCW 39.58, 39.59, 43.250, 43.84.080	Compliant	See Compliance Report	Monthly
9.0 Investment Parameters Authorized Investments Credit Ratings	Requires AA- or better from Standard & Poor's and Aa3 by Moody's	Compliant	Detailed in Platinum Report on file in Z:\Finance_Systems\Finance\MonthlyReports_6yrAfterFY\Investments	Semi-Annual
9.1 Diversification	Maximums			Monthly
US Treasury Obligations	100%	Compliant	6.85%	
US Agency Primary	100%, 30% per issuer	Compliant	31.02%	
US Agency Secondary Issuance	20%, 10% per issuer	Compliant	1.56%	
Local Government	100%	Compliant	37.96%	

Investment Pool				
Bank Deposits	50%	Compliant	14.02%	
Certificates of Deposits	15%, 5% per issuer	Compliant	0%	
Municipal Bonds	20%, 5% per issuer	Compliant	2.60%	
9.2 Investment Maturity	Maximum Weighted Maturity 3 Years Minimum % of Portfolio: Under 30 Days 10% Under 1 Year 25% Under 5 Years 100%	Compliant	2.42 Years	Monthly
9.2 Investment Maturity Maximum Maturity	Maximum Maturity of Individual Issue 5 Years	Compliant	4.65 yrs. 11/24/2026	Monthly
10.0 Reporting Requirements	Annual, Quarterly & Monthly	Compliant	Monthly reports provided to Administration and Finance Committee	Monthly
10.2 Performance Standards	LGIP for earnings rate US Treasury index for total return	Compliant	<u>LGIP</u> 0.23% <u>Investment Core</u> 2.28% <u>Total Portfolio</u> 0.78%	Monthly
10.3 Compliance Report	Quarterly comparison to Investment Policy	Compliant	This Report should be provided quarterly to the Administration and Finance Committee	Quarterly
11.0 Investment Policy Adoption	Annual Review	Compliant	December 2020	Annual
11.0 Investment Policy Adoption	Policy shall be adopted by City Council	Compliant	Last adopted 10-10-2019	Changes Adopted As Needed