

Ordinance No. 120430

Council Bill No. 113584

AN ORDINANCE authorizing the Director of Finance to enter into a licensing agreement with the City of Oakland, California, allowing Oakland the right to use Seattle Licensing and Information Management (SLIM) software; accepting funds which will be deposited into the Finance Subfund of the Executive Services Fund; and appropriating such funds for finance-related technology enhancements within the Finance Line of Business in the Executive Services Department's 2001 Adopted Budget; all by a three-fourths vote of the City Council.

CF No. _____

Date Introduced:	MAR - 5 2001	
Date 1st Referred:	MAR - 5 2001	To: (committee) Finance, Budget & Economic Development Committee
Date Re - Referred:		To: (committee)
Date Re - Referred:		To: (committee)
Date of Final Passage:	7-16-01	Full Council Vote: 9-0
Date Presented to Mayor:	7-17-01	Date Approved: 7/20/01
Date Returned to City Clerk:	7/23/01	Date Published: 3 pp. T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:		Date Veto Published:
Date Passed Over Veto:		Veto Sustained:

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Committee Action

DP 300 3-0 (JD, RC, NZ)

7-16-01 Passed 9-0

This file is complete and ready for presentation to Full Council.

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

mc
The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Jan Praga*
Councilmember

Committee Action:

DP 300 3-0 (JD, RC, NL)

7-16-01 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____
(Initial/Date)

Law Department

Law Dept. Review

OMP
Review

11
City Clerk
Review

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Finance, Budget &
Economic Development
Committee

T.O. _____
F.T. _____

ORDINANCE

120430

AN ORDINANCE authorizing the Director of Finance to enter into a licensing agreement with the City of Oakland, California, allowing Oakland the right to use Seattle Licensing and Information Management (SLIM) software; accepting funds which will be deposited into the Finance Subfund of the Executive Services Fund; and appropriating such funds for finance-related technology enhancements within the Finance Line of Business in the Executive Services Department's 2001 Adopted Budget; all by a three-fourths vote of the City Council.

WHEREAS, the City of Seattle's Department of Finance is responsible for taxing and licensing entities that engage in business activities within the City of Seattle; and

WHEREAS, in 1996, Department of Finance staff developed an information technology application known as the Seattle Licensing and Information Management system (SLIM) to keep accurate business license and tax records; and

WHEREAS, the City of Seattle obtained a copyright for SLIM; and

WHEREAS, shortly after SLIM's successful implementation in January 1997, the Department of Finance began receiving inquiries regarding the City of Seattle's willingness to make SLIM more widely available to other government agencies; and

WHEREAS, the City of Oakland, California has offered to compensate the City of Seattle for a license to use SLIM; and

WHEREAS, it is in the City of Seattle's interest to grant Oakland such license, thereby recouping some of the development costs for the SLIM system; and

WHEREAS, it is appropriate that funds obtained from Oakland be reinvested to enhance existing, or to develop new, finance-related technologies; Now, therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Finance is authorized to execute a Software Licensing Agreement, substantially in the form attached in "Exhibit A" hereto, with the City of Oakland, California, for the Seattle Licensing and Information Management system.

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1
2 Section 2. The Director of Finance is authorized to accept from the City of Oakland One
3 Hundred Seventy Thousand Dollars (\$170,000).
4

5 Section 3. Monies accepted under Section 2 are to be deposited in the Finance Subfund
6 of the Executive Services Fund. The Finance Department is authorized to expend these funds for
7 the purpose of enhancing the provision of the following finance-related technology services or
8 systems: document imaging, e-commerce, electronic bill presentment and payment interfaces,
9 inquiry/payments, database development, interactive web forms, and risk management and wire
10 notification systems.
11
12

13
14 Section 4. The expenditure allowance for the Finance Line of Business in the Executive
15 Services Department's 2001 Adopted Budget is increased in the amount of One Hundred
16 Seventy Thousand Dollars (\$170,000) for the purposes listed in Section 3 above.
17
18

19 Section 5. All acts consistent with the authority and prior to the effective date of this
20 ordinance are hereby ratified and confirmed.
21
22

23 Section 6. The foregoing appropriations are made to meet actual necessary
24 expenditures of the City for which no appropriation has been made due to causes that could not
25 reasonably have been foreseen at the time of the making of the 2001 Budget; now, therefore, in
26 accordance with RCW 35.32A.060, by reason of the facts above stated, this ordinance shall take
27
28

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Peyer/lp
SLIMord.doc
February 26, 2001
Version 4

effect and be in force thirty (30) days from and after its approval by the Mayor, but if not
approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as
provided by Municipal Code Section 1.04.020.

Passed by a three-fourths vote of all the members of the City Council the 16th day
of July, 2001, and signed by me in open session in authentication of its passage this
16th day of July, 2001.

Margaret Peyer
President of the City Council

Approved by me this 20th day of July, 2001.

Paul Seely
Mayor

Filed by me this 23rd day of July, 2001.

Scott A.
City Clerk

(Seal)

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7/2/01

DRAFT

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and entered into by and between the City of Seattle ("LICENSOR") a municipal corporation, located at 700 5th Avenue, Suite 4200, Seattle WA 98104-5020, and the City of Oakland, California ("LICENSEE") a municipal corporation, located at One Frank H. Ogawa Plaza, Oakland California, 94612 and is entered into on this day of _____, 2001.

Whereas, LICENSOR has developed a computer software program for its own internal purposes and use, known as SLIM;

Whereas, LICENSEE has examined and reviewed SLIM and desires to license SLIM for its own internal purposes and use;

Whereas, LICENSOR is willing to license SLIM to LICENSEE under the terms and conditions of this Agreement;

Whereas, LICENSOR and LICENSEE understand that SLIM will not work on LICENSEE's system as it is presently configured and that LICENSEE will have to modify SLIM so that it will work on LICENSEE's system;

Now, therefore, in consideration of the mutual promises herein, the parties hereby agree as follows:

1. **Definitions.**

- 1.1 "Documentation" shall mean: all or any part of the operator and user manuals, training materials, guides, listings, technical specifications, and other materials for use in conjunction with the Software both on line and printed, provided by LICENSOR to LICENSEE with respect to the Source Code or object code of the SLIM program, including without limitation Commentary. LICENSEE shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation as are necessary for its use and consistent with its obligation to maintain the security and confidentiality of the Documentation. All copies of Documentation shall also be Documentation.
- 1.2 "Expenses" as used herein shall mean those expenditures, documented by receipts showing evidence of the purpose thereof, which LICENSOR incurs as a direct result of its licensing SLIM to LICENSEE under this Agreement".

May 25, 2001
079552.0018/318113.6

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- 1.3 "Internal Purposes" shall mean LICENSEE's unrestricted right to use SLIM in furtherance of, on behalf of and for the City of Oakland, but excluding use of the Software for processing data on behalf of any other entity or person.
- 1.4 "Modification" shall mean any: (i) revision, change, addition, modification or enhancement of the Software, including any part thereof, made by LICENSEE; and (ii) computer program, documentation, work of authorship, know-how, or other intellectual property right developed by LICENSEE or at its direction which relates to the Software and which either includes any Confidential Information of LICENSOR, or was developed using such information.
- 1.5 "Software" shall mean the object code and source code of the SLIM program, all Documentation, all Modifications, any part of the Software, and all copies of the Software, but excluding the Third Party Software listed in Exhibit A. The license granted to LICENSEE does not include licenses to Third Party Software. LICENSEE is responsible for obtaining, at its expense, licenses to Third Party Software prior to using the Software. The license granted by LICENSOR under this Agreement is conditioned on LICENSEE obtaining such licenses.
- 1.6 "Source Code" shall include the Source Code form of SLIM (the "Source Code"), and all relevant explanations and documentation of the Source Code delivered by LICENSOR to LICENSEE (collectively, "Commentary"). LICENSOR is required to deliver to LICENSEE, as specified below, _____ copies of the complete Source Code contained on machine-readable media as well as _____ copies of a complete listing of the Source Code and Commentary.
- 1.7 "Permitted Contractor" shall mean any third party individual or entity who agrees in writing to comply with, and who complies with all restrictions and limitations on the use and disclosure of the Software contained in this Agreement. A Permitted Contractor may use the Software solely to make Modifications to maintain, support and enhance the Software solely for the benefit of LICENSEE to use as permitted under this Agreement. Licensee shall be responsible for the conduct of Permitted Contractor.

2. License.

- 2.1 Subject to the terms and conditions of this Agreement, LICENSOR grants to LICENSEE a perpetual, non-transferable, non-exclusive license to use the Software for its own Internal Purposes only. LICENSEE may make Modifications to maintain, support and enhance the Software for the purposes permitted in this Agreement. With the sole exception of permitted use of the Software by Permitted Contractors, LICENSEE shall

not: (i) permit any third party to use the Software; (ii) disclose, sell, rent or otherwise distribute or transfer the Software to any third party; or (iii) use the Software in the operation of a service bureau or a time-sharing arrangement. LICENSEE may make such copies of the Software as are necessary for its use and consistent with its obligation to maintain the security and confidentiality of the Software. Subject only to the specific license granted in this Agreement, all rights, title and interest to the Software are reserved by, and belong to LICENSOR.

- 2.2 Modifications by LICENSEE. LICENSOR shall not use and shall not incorporate any Modification by LICENSEE into LICENSOR's software for distribution to third parties unless it first agrees to pay LICENSEE a reasonable royalty, pursuant to mutually agreed upon terms. Nothing herein shall prevent LICENSOR from independently developing similar or identical modifications, enhancements, changes, revisions or additions.

3. Security and Confidentiality.

- 3.1 Except as provided herein, LICENSEE shall not disclose the Confidential Information of LICENSOR to any third party, or allow any third party to use such information. LICENSEE shall allow its own employees access to such information only on a need-to-know basis, and then only after first informing them of the confidential nature of such information. LICENSEE shall take all security measures necessary to prevent the disclosure or use of the Software in a manner not permitted by this Agreement. LICENSEE shall immediately notify LICENSOR in writing upon becoming aware of any unauthorized use or disclosure of any Confidential Information of LICENSOR. The Software is the Confidential Information of LICENSOR. Notwithstanding the foregoing, Confidential Information shall not include: (i) any screen or report generated by the object code of SLIM which by the nature of the program is intended to be viewed by the public; (ii) any information generally known to the public; and (iii) any information LICENSEE can demonstrate was independently developed by LICENSEE without the use of LICENSOR's Confidential Information.
- 3.2 LICENSEE shall not remove, obscure or alter any notice of copyright, patent, trade secret, trademark or other proprietary right appearing in or on the Software, and shall ensure that each copy of the Software made by LICENSEE includes such notices.
- 3.3 LICENSEE acknowledges and agrees that any breach of this Section 3 may cause irreparable harm to LICENSOR, and that LICENSOR may not be fully or adequately compensated by recovery of monetary damages. Accordingly, LICENSOR shall be entitled to injunctive relief from a court of competent jurisdiction for any breach or threatened breach of this

Section, in addition to any other remedy available at law or equity. This Section 3 shall survive the termination of this Agreement for any reason.

4. SOFTWARE "AS IS"; EXCLUSION OF ALL WARRANTIES.

4.1 THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER. LICENSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS MADE BY LICENSOR IN ENTERING INTO THIS AGREEMENT. ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE CONDITION, QUALITY, FUNCTIONALITY, PERFORMANCE OR FREEDOM FROM ERROR OF THE SOFTWARE, ITS MERCHANTABILITY, AND ITS FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

4.2 NOTWITHSTANDING THE ABOVE SET FORTH DISCLAIMER, LICENSOR HEREBY WARRANTS AND REPRESENTS TO LICENSEE THAT IT IS THE OWNER OF THE SOFTWARE OR OTHERWISE HAS THE RIGHT TO GRANT TO LICENSEE THE LICENSE TO USE SAME SET FORTH IN THIS AGREEMENT WITHOUT VIOLATING ANY RIGHTS OF ANY THIRD PARTY, AND THERE IS CURRENTLY NO ACTUAL OR THREATENED SUIT BY ANY SUCH THIRD PARTY BASED ON AN ALLEGED VIOLATION OF SUCH RIGHT BY LICENSOR.

5. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 3 OR 6: (1) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR THE RECOVERY OF ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; AND, (2) THE TOTAL AGGREGATE LIABILITY OF EACH PARTY (EXCLUDING LICENSEE'S OBLIGATION TO PAY THE FEE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID BY LICENSEE TO LICENSOR UNDER SECTION 7 OF THIS AGREEMENT.

6. Indemnification.

6.1. LICENSEE shall indemnify, defend and hold harmless LICENSOR, its officials, employees, agents and assignees from and against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses), arising out of or related to LICENSEE's use of the Software. LICENSEE shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that LICENSOR gives LICENSEE prompt notice of any such claim of which it learns. No settlement which affects LICENSOR shall be made without LICENSOR's prior written consent. In all events LICENSOR shall have the right to

participate in the defense of any such suit or proceeding, at its own expense, through counsel of its own choosing.

- 6.2. LICENSOR agrees to indemnify and hold harmless LICENSEE and its employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that LICENSEE's use or possession of SLIM as permitted herein or Documentation, infringes or violates the copyright, trade secret or other proprietary right of any third party. LICENSOR shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that LICENSEE gives LICENSOR prompt notice of any such claim of which it learns. No settlement which prevents LICENSEE from continuing to use the Software System as provided herein shall be made without LICENSEE's prior written consent. In all events, LICENSEE shall have the right to participate in the defense of any such suit or proceeding at its own expense through counsel of its own choosing. Notwithstanding the foregoing, LICENSOR shall have no obligation to indemnify LICENSEE to the extent any claim of infringement or violation relates to any Modification by LICENSEE or Permitted Contractors.

7. Delivery; License Fee. At the time of the execution of this Agreement LICENSEE shall pay LICENSOR a one-time fee of One Hundred and Seventy Thousand Dollars (\$170,000.00). At the same time, LICENSOR shall deliver to LICENSEE, at LICENSEE's address indicated below, one (1) copy each of the object code and source code of the SLIM program and one (1) copy of the Documentation. Except only for the delivery of one (1) copy of the object and source code and one (1) copy of the Documentation, and if necessary, the replacement of same upon timely notice (not exceeding forty-five (45) days from the date of delivery) by LICENSEE if the media on which they are delivered is defective or the object and source codes do not align, LICENSOR shall have no obligation to provide or perform any other services or deliver any other information or item whatsoever.

8. Termination. Without limiting the generality of any other Section in this Agreement, or any remedy available at law or equity, the parties may, at their respective option as set forth below, terminate this Agreement immediately by notice in writing to the other.

- 8.1 LICENSOR may, at its option, terminate LICENSEE's license and this Agreement immediately by notice in writing to LICENSEE if LICENSEE does not pay the Fee in accordance with Section 7; or if LICENSEE is in material breach of any provision of this Agreement, and such breach is not remedied within thirty (30) days of written notice by LICENSOR.
- 8.2 LICENSEE may terminate this Agreement if LICENSOR breaches its obligations in Section 7 or if LICENSOR is in material breach of any provision of this Agreement, and such breach is not remedied within thirty (30) days of written notice by LICENSEE.

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Upon termination of this Agreement, LICENSEE shall immediately cease using the Software and return or destroy the Software, including all copies thereof, and certify in writing to LICENSOR that all Software has been returned or destroyed. Upon its termination of this Agreement as is provided herein, LICENSOR shall have no obligation to return any Fee paid. Termination of this Agreement for non-payment of the Fee shall not excuse LICENSEE's obligation to pay LICENSOR's documented Expenses. Upon LICENSEE's termination of this Agreement as is provided herein, LICENSOR shall return all fees paid by LICENSEE pro-rated based on a straight-line depreciation of five (5) years.

9. Assignment. LICENSEE shall have no right to assign, transfer or sublicense the Software (including any part thereof), whether voluntarily or by operation of law or otherwise. Any purported or attempted assignment, transfer or sublicense shall be null and void and constitute a material breach of this Agreement.

10. Miscellaneous.

10.1 Waiver. A term or condition of this Agreement may be waived or modified only by written consent of both parties. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasion. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

10.2 Severability. In the event that any term of this Agreement is invalid, becomes invalid during this Agreement, or is declared invalid or void by any court or tribunal of competent jurisdiction, such invalid term or terms shall be void and of no affect and are deemed severed from this Agreement. All of the remaining terms of this Agreement shall remain in full force and effect.

10.3 Notices. All notices and demands hereunder shall be in writing and shall be served by personal service, certified or registered mail, return receipt requested, or by nationally recognized private express courier, at the address of the receiving party set forth below (or such different address as may be designated by such party by written notice to the other party), and shall be deemed complete upon receipt.

If to LICENSOR: City of Seattle
Department of Finance
Director of Finance
700 5th Avenue, Suite 4200
Seattle, WA 98104-5020

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If to LICENSEE: City of Oakland, California
Revenue Division
150 Frank Ogawa Plaza, Fifth Floor
Oakland, CA 94612

- 10.4 Relationship of the Parties. Each party is acting as an independent contractor and not as an agent, partner or joint venturer within the other party for any purpose. Neither party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other.
- 10.5 Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between the parties with respect to any matter addressed herein, and this Agreement supersedes all prior or contemporaneous discussions, presentations or proposals, written or oral.
- 10.6 Dispute Resolution
- A. Governing Law and Jurisdiction. In the event of a dispute between the parties as to matters covered by this Agreement, it shall be governed by and construed and enforced in accordance with the laws of the State of Washington without reference to conflict of laws.
- B. Mediation. The parties agree that, in the event of a claimed violation of this Agreement by any of them, they shall first take such steps as may be required to resolve any such claimed violation by mediating the claimed violation. The mediation shall be non-binding. The parties agree to select a mediator and have the dispute between them heard in as expedited a manner as possible. Each party agrees to bear its own mediation costs, including attorneys' fees, and to share equally in the costs of the mediator.
- C. In the event that the parties are unable to resolve their dispute through mediation, the federal and state courts within King County, Washington, shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to personal jurisdiction and venue in such courts. The prevailing party in any litigation relating to this Agreement shall be entitled to its reasonable attorneys' fees, costs and disbursements in addition to any other relief that may be granted. Notwithstanding anything to the contrary in Section 10.6B. or C., either party may at any time seek relief from any court of competent jurisdiction for any breach or threatened breach of Section 3 of this Agreement.

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10.7 Survival. The provisions of Sections 3, 5, 6, 8 and 10 shall survive termination of this Agreement for any reason.

In Witness Whereof, the authorized representatives of LICENSOR and LICENSEE have executed and delivered this Agreement effective as of the later of the dates indicated below.

CITY OF SEATTLE
(LICENSOR)

By: _____

Title: _____

Date: _____

CITY OF OAKLAND, CALIFORNIA
(LICENSEE)

By: _____

Title: _____

Date: _____

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Exhibit A

Third Party Software

Power Builder 7.0
SQL/Server 6.5
MS PowerPrinter
Erwin 3.5.2 or newer

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City of Seattle

Paul Schell, Mayor

Department of Finance
Dwight D. Dively, Director

MEMORANDUM

Date: February 23, 2001

To: Honorable Margaret Pageler, President
Seattle City Council

From: Dwight Dively, Director *DD*
Department of Finance

Subject: AN ORDINANCE authorizing the Director of Finance to enter into a licensing agreement with the City of Oakland, California, allowing Oakland the right to use Seattle Licensing and Information Management (SLIM) software; accepting funds which will be deposited into the Finance Subfund of the Executive Services Fund; and appropriating such funds for finance-related technology enhancements within the Finance Line of Business in the Executive Services Department's 2001 Adopted Budget; all by a three-fourths vote of the City Council.

The attached ordinance authorizes the Director of Finance to execute an agreement with the City of Oakland, California for licensing rights to the Seattle Licensing and Information Management system (SLIM). In exchange, Oakland will pay Seattle \$170,000.

In 1996, Department of Finance staff developed SLIM in order to automate and track Seattle's business license and tax records. Upon SLIM's implementation in 1997, we began receiving inquiries regarding our willingness to make SLIM available to other government agencies. In fact, we have been negotiating with a private sector company by the name of CARTA to market SLIM on Seattle's behalf for a share of the proceeds. We are submitting the ordinance authorizing our agreement with CARTA under separate cover at the same time we submit this one. As our discussions with Oakland began before our discussions with CARTA, our agreement with Oakland is exempt from our proposed contract with CARTA.

The \$170,000 we receive from Oakland in exchange for licensing rights to SLIM will be used for one-time expenditures to enhance other finance-related technology services or systems such as document imaging, e-commerce, electronic bill presentment and payment interfaces, inquiry/payments, database development, interactive web forms, and risk management and wire notification systems. This will not only allow us to improve financial services we offer the public and our customer departments, but will reward Finance staff for their outstanding work in developing SLIM.

700 Fifth Avenue, Room 4200, Seattle, WA 98104

Tel: (206) 684-0181, TDD: (206) 233-7810, Fax: (206) 684-8286, <http://www.ci.seattle.wa.us>

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



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Dively/Pageler
SLIM Ordinance
February 23, 2001
Page 2

We appreciate the Council's consideration of this ordinance. If you have any questions, or would like an individual briefing on this matter, please call me at 4-5212.

cc: Ken Nakatsu
Mel McDonald
Susan Busbice

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Fiscal Note

Each piece of legislation that is financial in nature will be accompanied by a fiscal note. The fiscal note should be drafted by department staff and will identify operating, capital, revenue, and FTE impacts of the legislation.

Department: Department of Finance.	Contact Person/Phone: Lisa Peyer (4-0503)	CBO Analyst/Phone: Greg Petersen (4-8075)
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Legislation Title: AN ORDINANCE authorizing the Director of Finance to enter into a licensing agreement with the City of Oakland, California, allowing Oakland the right to use Seattle Licensing and Information Management (SLIM) software; accepting funds which will be deposited into the Finance Subfund of the Executive Services Fund; and appropriating such funds for finance-related technology enhancements within the Finance Line of Business in the Executive Services Department's 2001 Adopted Budget; all by a three-fourths vote of the City Council.

Summary of the Legislation: The legislation authorizes the Director of Finance to enter into an agreement with the City of Oakland, California, whereby Oakland pays the City of Seattle \$170,000 in exchange for licensing rights to use Seattle Licensing and Information Management (SLIM) software. SLIM was developed by City staff in 1996 and implemented in 1997 in order to keep accurate records regarding the Seattle's licensing and taxing activities. Since that time, a number of government entities have expressed an interest in utilizing the system. The \$170,000 received from Oakland will help to recoup some of SLIM's development costs and will be used for one-time expenditures to further enhance specific finance-related technology systems or services.

Background (Include justification for the legislation and funding history, if applicable):

The initial costs to develop SLIM were funded from the Department of Finance's base budget. No separate appropriation authority was sought for the project. The \$170,000 we receive from Oakland in exchange for licensing rights to SLIM will be used to enhance other finance-related technology services or systems such as document imaging, e-commerce, electronic bill presentment and payment interfaces, inquiry/payments, database development, interactive web forms, and risk management and wire notification systems.

Sustainability Issues (related to grant awards):

One time only receipt of funds.



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Estimated Expenditure Impacts:

FUND	2001	2002	2003
Executive Services Fund	\$170,000	\$	\$0
TOTAL	\$170,000	\$0	\$0

One-time \$170,000 On-going \$ 0

Estimated Revenue Impacts:

FUND	2001	2002	2003
Executive Services Fund	\$170,000	\$0	\$0
TOTAL	\$170,000	\$0	\$0

One-time \$170,000 On-going \$ 0

Estimated FTE Impacts:

FUND	2001	2002	2003
ESD Operating Fund	0	0	0
TOTAL	0	0	0

Full Time 0 # Part Time 0 # TES 0

Do positions sunset in the future? If so, when?

N/A

Other Issues (including long-term implications of the legislation):

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STATE OF WASHINGTON - KING COUNTY

--SS.

134253
City of Seattle, Clerk's Office

No. ORDINANCE TITLES ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT:120430-32,434-440

was published on

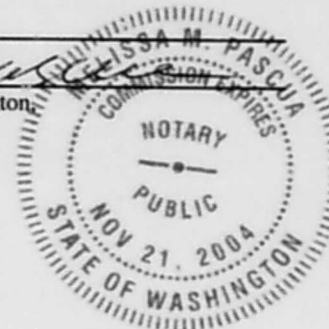
07/31/01

J. Sedman
Subscribed and sworn to before me on

07/31/01

Theresa M. Pasqua
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



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State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on July 18, 2001, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 120430

AN ORDINANCE authorizing the Director of Finance to enter into a licensing agreement with the City of Oakland, California, allowing Oakland the right to use

Seattle Licensing and Information Management (SLIM) software; accepting funds which will be deposited into the Finance Subfund of the Executive Services Fund; and appropriating such funds for finance-related technology enhancements within the Finance Line of Business in the Executive Services Department's 2001 Adopted Budget; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120431

AN ORDINANCE relating to the Strategic Planning Office; authorizing execution of a Waterfront Parking Project Agreement; accepting funds from project partners; and increasing the appropriation authority therefor in the 2001 Adopted Budget of the Strategic Planning Office, all by a three-fourths vote of the City Council.

ORDINANCE NO. 120432

AN ORDINANCE authorizing the Director of the Fleets and Facilities Department to accept the Statutory Warranty Deed for the property commonly known as 5701 22nd Avenue NW, Seattle, Washington; assigning jurisdiction for said property; authorizing the Director to enter into interim use agreements; and directing net revenue into the Cumulative Reserve Subfund, Unrestricted Subaccount.

ORDINANCE NO. 120434

AN ORDINANCE relating to the Department of Finance, creating a new exempt position by a two-thirds vote of the City Council.

ORDINANCE NO. 120435

AN ORDINANCE authorizing an expenditure from the Judgment/Claims Fund to be reimbursed by the Drainage & Wastewater Fund to settle the claim of Rauli M. Niemala dba Rauli's Hair Salon (C-67971), all by a two-thirds vote of the City Council.

ORDINANCE NO. 120436

AN ORDINANCE relating to the Queen Anne Greenbelt-Land Slide Repair Project; appropriating funds from the Emergency Subfund to pay for the Department of Parks and Recreation's costs of continuing work on the project, all upon a three-fourths vote of the City Council.

ORDINANCE NO. 120437

AN ORDINANCE relating to the Police Department; increasing the expenditure allowance of the Seattle Police Department in the 2001 budget by the transfer and appropriation of funds from the Police Relief and Pension Fund; all by a three-quarters (3/4) vote of the City Council.

ORDINANCE NO. 120438

AN ORDINANCE relating to and authorizing implementation of certain Technology Matching Fund projects and making allocations therefor.

ORDINANCE NO. 120439

AN ORDINANCE relating to the Human Services Department; authorizing an agreement with the Seattle-King County Workforce Development Council for financial assistance to conduct a Rewarding Youth Achievement program; creating certain positions, increasing the expenditure allowance in the 2001 budget of the Human Services Department by making a reimbursable appropriation; and ratifying and confirming prior acts, all by a three-fourths vote of the City Council.

ORDINANCE NO. 120440

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, July 31, 2001.
7/31(134253CI)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.