

Memorandum of Agreement
For
Capitol Hill Housing Low Income Transportation Demand Management
Pilot Project

A. Background

The City of Seattle, a municipal corporation of the State of Washington, acting through its Department of Transportation (the "SDOT"), and Capitol Hill Housing Improvement Program (the "CHHIP"), a Washington public corporation organized for the purpose, among others, of developing affordable housing, either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties," enter into this memorandum of agreement (the "Agreement") for the Capitol Hill Housing Low Income Transportation Demand Management Pilot Project (the "Project") to support low income residents with transportation options and reduce their reliance on a private vehicles. The project also includes development of shared parking management technology intended to better utilize existing parking and generate revenue to support transportation demand management programs after completion of the pilot project. The Project will be managed by CHHIP under the terms of this agreement.

Pursuant to the terms and conditions of this Agreement, SDOT will reimburse CHHIP for expenses incurred for the performance and management of the Project as outlined in Section D.

B. Purpose of Agreement

The purpose of this Agreement is for SDOT to enter into a mutually beneficial contractual relationship with CHHIP for CHHIP to lead the Capitol Hill Housing Low Income Transportation Demand Management Pilot Project. The Project includes the purchasing and distribution of ORCA Multifamily Passport passes to income qualified CHHIP residents. The Project also includes the development of shared parking management technology, and CHHIP will work with the University of Washington Sensor System Laboratory to develop and test the shared parking technology.

The Project will include the following three affordable housing buildings: Villa (30 units); Holiday (30 units), and Boylston-Howell (62 units) for a total of 122 residential units.

C. Effective Date and Duration

This Agreement shall take effect upon signing by both Parties and will remain in effect through the completion of the Project expected to occur by June 30, 2017, unless otherwise amended or earlier terminated by either Party pursuant to the terms of this Agreement.

D. Responsibilities of the Parties

1. Seattle Department of Transportation Responsibilities

- a. Oversee the work of CHHIP as it relates to the Project.

- b. Provide support for issues that come up with the purchase and distribution of the ORCA Multifamily Passport product.
- c. Reimburse CHHIP for up to US \$38,000 for the purchase and distribution of ORCA Multifamily Passport passes to the 122 residential units.
- d. Reimburse CHHIP for up to \$20,000 for the development of a share parking management technology as described in Section 2.e. below.
- e. Invoice King County Metro for expenses not to exceed \$20,000 related to the shared parking management technology tasks before reimbursing CHHIP.

2. Capitol Hill Housing

- a. Execute one-year (extending from April 1, 2016 to March 31, 2017) contract with King County Metro to purchase and distribute ORCA Multifamily Passport passes to residents of the residential units described in Section B.
- b. Offer one ORCA Multifamily Passport pass to each residential unit included in the Project.
- c. Collect a monetary contribution from each residential unit participating in the Project as designated on the table below.

Building	# of Units	Maximum Monthly Contribution per Residential Unit	Year 1/Annual ORCA Passport Cost per Unit
Boylston-Howell	30	\$16	\$390
Holiday	30	\$17	\$407
Villa Apartments	62	\$10	\$237

- d. Coordinate with SDOT and King County Metro on project oversight, scoping, and project management, including:
 - 1. Invoice SDOT quarterly, for up to US \$38,000 for the purchase and distribution of ORCA Multifamily Passport passes to the 122 residential units.
 - 2. Make quarterly payments to Metro upon receiving reimbursement from SDOT.
 - 3. Distribute, collect, and analyze resident surveys at the time residents first receive their ORCA cards and other transportation benefits, and at the end of the Capitol Hill Housing Low Income Transportation Demand Management Pilot Project.
 - 4. Summarize data and evaluate survey results.
 - 5. Conduct educational event promoting mobility options to residents participating in the Project.

6. Track ORCA card distribution and cancel/collect card if or when a resident leaves the property.
 7. Provide final memo summarizing transit pass experience, survey analysis, transit pass administration lessons learned, funding and revenue projections, and recommendations for long-term program implementation.
- e. Develop and test shared parking management technology through a partnership with the University of Washington.
1. Develop a cost-effective system to collect real time parking occupancy counts to enable a market for shared parking in Capitol Hill Housing buildings. In partnership with the University of Washington Sensor Systems Laboratory, explore a range of technology solutions, including pneumatic tube, light beam, and video image recognition sensors. The chosen technology will be combined with wireless charging and communication systems to enhance the effectiveness of the sensors in the garage setting.
 2. In addition to the technology development, determine the number of sensors and locations necessary to effectively test and evaluate prototypes.
 3. Write a technical memo describing the technologies considered, the pros and cons of each technology, and the preferred alternative.
 4. Develop documentation for installation and operations of the preferred sensor technology system.
 5. Implement automated occupancy data collection systems at a minimum of three Capitol Hill Housing garages. The systems will be monitored, evaluated, and adjusted with monitoring by CHH staff of sensor occupancy counts against actual occupancy. The technology partner will use this data to inform prototype refinement, maximizing accuracy and ease of use, while minimizing cost.
 6. Produce final written memo describing the operating experience, a summary of data collected, lessons learned, and planned changes for long-term system implementation.

E. Budget, Costs, and Invoices

SDOT will reimburse CHHIP for the Capitol Hill Housing Low Income Transportation Demand Management Pilot Project in an amount not to exceed a total of US \$38,000.00 for the purchase and distribution of ORCA Multifamily Passport passes to the 122 residential units participating in the Project, plus a total amount of US \$20,000 for the development of shared parking management technology, as described Section D.2.e.

SDOT will pay CHHIP on a quarterly basis per invoice submitted by CHHIP.

F. Contact Persons

Contact information for primary staff associated with the Project is provided below.

	Seattle Department of Transportation	Capitol Hill Housing
Contact	Cristina Van Valkenburgh	Alex Brennan
Title	Mobility Programs Manager	Senior Planner
Address	PO Box 34996 700 5 th Ave, Suite 3800	1620 12 th Ave, Suite 205
	Seattle, WA 98124-4996	Seattle, WA 98122
Telephone	206-684-3649	206-204-3832
Email	Cristina.vanvalkenburgh@seattle.gov	ABrennan@capitolhillhousing.org

G. Termination

1. Either Party may by written notice to the other Party declare this Agreement in default in the event the defaulting Party fails to perform a material provision of the Agreement; provided, however, that a reasonable opportunity of no less than fourteen (14) days shall be provided to cure any default prior to initiating termination pursuant to this Subsection. Any notice of termination issued pursuant to this subsection shall be provided no less than fourteen (14) days in advance of the effective date of the termination.

2. Either Party may terminate this Agreement for non-appropriation or loss of the funding necessary to cover the costs of the Agreement by giving not less than thirty (30) calendar days' notice to the other Party prior to the effective date of termination.

3. Either Party may terminate this Agreement for convenience and without cause by giving the other Party written notice of such termination at least thirty (30) days prior to the effective date of termination.

H. Legal Relations

1. This Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture of partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors, or subcontractors of the other Party.

2. Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

3. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, situated in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

4. The provisions of this Section H shall survive any expiration or termination of this Agreement.

I. Changes and Modifications

Either Party may request changes to the provisions of this Agreement. Any such changes must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties hereto.

The Parties look forward to working together on this Project. Please indicate the Parties' acceptance of the terms and conditions set forth in this Agreement by signing and dating as provided below.

Sincerely,

Accepted:

For: CITY OF SEATTLE

For: CAPITOL HILL HOUSING IMPROVEMENT
PROGRAM

By: _____
Andrew Glass Hastings, Director
Transit and Mobility Division
Seattle Department of Transportation

By: _____
Chris Persons, CEO
Capitol Hill Housing Improvement Program

Dated: _____

Dated: _____