



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 118681

Record No.: CB 118681

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125045

In Control: City Clerk

File Created: 04/14/2016

Final Action: 05/27/2016

**Title:** AN ORDINANCE relating to Capitol Hill Housing Improvement Program (CHHIP), a public corporation chartered by The City of Seattle; authorizing the Director of the Department of Transportation to enter into an agreement with CHHIP to fund the Capitol Hill Housing Low Income Transportation Demand Management Pilot Project; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Exh A – MOA for CHHIP Demand Management Pilot Project

Drafter: cheryl.swab@seattle.gov

Filing Requirements/Dept Action:

### History of Legislative File

Legal Notice Published:

Yes

No

| Version: | Acting Body:               | Date:      | Action:                                                                                       | Sent To:                                    | Due Date: | Return Date: | Result: |
|----------|----------------------------|------------|-----------------------------------------------------------------------------------------------|---------------------------------------------|-----------|--------------|---------|
| 1        | Mayor                      | 05/03/2016 | Mayor's leg transmitted to Council                                                            | City Clerk                                  |           |              |         |
|          | <b>Action Text:</b>        |            | The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk               |                                             |           |              |         |
|          | <b>Notes:</b>              |            |                                                                                               |                                             |           |              |         |
| 1        | City Clerk                 | 05/03/2016 | sent for review                                                                               | Council President's Office                  |           |              |         |
|          | <b>Action Text:</b>        |            | The Council Bill (CB) was sent for review. to the Council President's Office                  |                                             |           |              |         |
|          | <b>Notes:</b>              |            |                                                                                               |                                             |           |              |         |
| 1        | Council President's Office | 05/09/2016 | sent for review                                                                               | Sustainability and Transportation Committee |           |              |         |
|          | <b>Action Text:</b>        |            | The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee |                                             |           |              |         |
|          | <b>Notes:</b>              |            |                                                                                               |                                             |           |              |         |

- 1 Full Council 05/16/2016 referred Sustainability and Transportation Committee  
**Action Text:** The Council Bill (CB) was referred. to the Sustainability and Transportation Committee  
**Notes:**
- 1 Sustainability and Transportation Committee 05/17/2016 pass Pass  
**Action Text:** The Committee recommends that Full Council pass the Council Bill (CB).  
In Favor: 3 Chair O'Brien, Vice Chair Johnson, Member Sawant  
Opposed: 0
- 1 Full Council 05/23/2016 passed Pass  
**Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
In Favor: 8 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien  
Opposed: 0
- 1 City Clerk 05/25/2016 submitted for Mayor's signature Mayor  
**Action Text:** The Council Bill (CB) was submitted for Mayor's signature. to the Mayor  
**Notes:**
- 1 Mayor 05/27/2016 Signed  
**Action Text:** The Council Bill (CB) was Signed.  
**Notes:**
- 1 Mayor 05/27/2016 returned City Clerk  
**Action Text:** The Council Bill (CB) was returned. to the City Clerk  
**Notes:**
- 1 City Clerk 05/27/2016 attested by City Clerk  
**Action Text:** The Ordinance (Ord) was attested by City Clerk.  
**Notes:**
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**CITY OF SEATTLE**  
**ORDINANCE** 125045  
**COUNCIL BILL** 118681

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5 AN ORDINANCE relating to Capitol Hill Housing Improvement Program (CHHIP), a public  
6 corporation chartered by The City of Seattle; authorizing the Director of the Department  
7 of Transportation to enter into an agreement with CHHIP to fund the Capitol Hill  
8 Housing Low Income Transportation Demand Management Pilot Project; and ratifying  
9 and confirming certain prior acts.

10  
11 WHEREAS, Capitol Hill Housing Improvement Program (CHHIP) is a Washington public  
12 corporation organized for the purpose, among others, of developing and operating  
13 affordable housing and creating vibrant engaged communities; and

14 WHEREAS, transportation is the second largest expense for American households, costing more  
15 than food, clothing, and health care, with Americans spending an average of 18 cents of  
16 every dollar on transportation and the poorest fifth of households spending more than  
17 double that figure; and

18 WHEREAS, the City of Seattle has successfully partnered with CHHIP and the Capitol Hill  
19 EcoDistrict since 2013 in piloting innovative transportation programs, including  
20 promoting low-income rates for bike share membership and seeking to develop and  
21 implement Seattle's first district-wide shared parking program; and

22 WHEREAS, CHHIP is planning to leverage the proposed pilot project and develop a strategy for  
23 long-term funding of the Capitol Hill Housing Low Income Transportation Demand  
24 Management program following the pilot's successful completion; and

25 WHEREAS, the Seattle Department of Transportation has funds designated to implement a Low  
26 Income Access to Transportation Options (LIATO) Program to support low-income

1 residents with increased transportation options and reduce their reliance on a private  
2 vehicle; and

3 WHEREAS, King County Metro has additional funds designated to support the development of  
4 shared parking-management technology that will enable CHHIP to develop and  
5 implement Seattle's first district-wide shared parking program and raise revenue to fund  
6 transportation demand-management programs into the future; and

7 WHEREAS, CHHIP has identified three affordable housing buildings with a total of 122  
8 residential units to participate in the Capitol Hill Housing Low Income Transportation  
9 Demand Management Pilot Project, in which a combination of shared-parking and  
10 transportation demand-management strategies will be implemented; NOW,

11 THEREFORE,

12 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

13 Section 1. The Director of the Seattle Department of Transportation (SDOT), or the  
14 Director's designee, is authorized to sign an agreement, in substantially the form attached as  
15 Exhibit A, between The City of Seattle and Capitol Hill Housing Improvement Program  
16 (CHHIP) to provide CHHIP funds to subsidize the purchase and distribution of ORCA  
17 Residential Passport transit passes to the 122 residential units included in the pilot.

18 Section 2. SDOT's financial contribution to the Capitol Hill Housing Low Income  
19 Transportation Demand Management Pilot Project to purchase and distribute the ORCA  
20 Residential Passport passes shall not exceed \$38,000 for the duration of the pilot, which will  
21 extend from April 1, 2016 to March 31, 2017.

22 Section 3. King County Metro's financial contribution to the Capitol Hill Housing Low  
23 Income Transportation Demand Management Pilot Project to develop shared parking


1 management technology shall not exceed \$20,000 for the duration of the pilot, which will extend  
2 from April 1, 2016 to March 31, 2017.

3 Section 4. Any act consistent with the authority of this ordinance taken prior to its  
4 effective date is ratified and confirmed.

5 Section 5. This ordinance shall take effect and be in force 30 days after its approval by  
6 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
7 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

8 Passed by the City Council the 23<sup>rd</sup> day of MAY, 2016, and  
9 signed by me in open session in authentication of its passage this

10 23<sup>rd</sup> day of MAY, 2016.

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12 President \_\_\_\_\_ of the City Council

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14 Approved by me this 27<sup>th</sup> day of Dec, 2016.

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\_\_\_\_\_

17 Edward B. Murray, Mayor

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19 Filed by me this 27<sup>th</sup> day of May, 2016.

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\_\_\_\_\_

22 Monica Martinez Simmons, City Clerk

23 (Seal)

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Exhibits:  
Exhibit A – Memorandum of Agreement for Capitol Hill Housing Low Income Transportation  
Demand Management Pilot Project

**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<br>700 5 <sup>th</sup> Ave, Suite 3800                                          | 1620 12 <sup>th</sup> Ave, Suite 205                                                 |
|           | Seattle, WA 98124-4996                                                                       | Seattle, WA 98122                                                                    |
| Telephone | 206-684-3649                                                                                 | 206-204-3832                                                                         |
| Email     | <a href="mailto:Cristina.vanvalkenburgh@seattle.gov">Cristina.vanvalkenburgh@seattle.gov</a> | <a href="mailto:ABrennan@capitolhillhousing.org">ABrennan@capitolhillhousing.org</a> |

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: \_\_\_\_\_