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CITY OF BELLEVUE
DATE 6/3/97
M. Deane
CITY CLERK'S OFFICE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the PORT OF SEATTLE, the CITY OF BELLEVUE and KING COUNTY.

WHEREAS, it is the best interest of the Port of Seattle, the City of Bellevue and King County that existing transportation options to, from and within downtown Bellevue and between downtown Bellevue and the airport be better utilized; and

WHEREAS, the Port of Seattle, the City of Bellevue and King County desire to support on a limited demonstration basis, the establishment of a transportation Connection Center located in downtown Bellevue for the purpose of providing airport shuttle connections, tourism information, and connections to King County transportation services and programs.

The parties to this Memorandum of Understanding agree as follows:

1. Each of the parties to this Memorandum of Understanding shall enter into a professional services agreement with the Bellevue Downtown Association ("BDA") to enable it to establish the Center. Each party will exchange copies of its professional services agreement with the other parties. The amount of the various parties' agreements with the BDA are as follows:

Bellevue	\$20,000
King County	\$40,000
Port of Seattle	\$40,000

2. Each party's contract with the BDA shall require the BDA to retain all records of expenditures made under the individual professional services agreements and shall make the records available to all parties.

3. The parties shall form an evaluation committee with at least one representative from the Port of Seattle, the City of Bellevue and King County that will meet monthly to review the progress of the Transportation Connection Center and to exchange information regarding the performance of their individual professional service agreements with the BDA. Exhibit A contains Baseline Data and Performance Goals. Nothing contained herein shall be construed as a commitment to extend the project beyond the demonstration project expiration date.

4. The parties understand that a decision whether to extend the demonstration project into 1998 must be made by October 15, 1997 so that there will be adequate time for the BDA to extend its lease for the subsequent year.

5. This Memorandum of Understanding is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture of partnership is formed as a result

of this Memorandum of Understanding. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

6. Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the first party, its contractor, and/or employees, agents and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, an immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorneys fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

7. This Memorandum of Understanding shall be governed by the laws of the State of Washington and venue for any action between or among the parties shall be in King County.

8. The provisions set forth in paragraphs 5 through 7 above shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Memorandum of Understanding and notwithstanding a party's withdrawal from this Memorandum of Understanding.

9. The signature page of this Memorandum of Understanding may be executed in any number of counterparts, each of which shall be an original.

10. Any party may terminate this Memorandum of Understanding in the event one or more of the other parties fail to perform its obligations as described in this Memorandum of Understanding, and such failure has not been corrected to the reasonable satisfaction of the terminating party within 30 days after notice of breach has been provided to all parties.

KING COUNTY

CITY OF BELLEVUE

By: _____
Date: _____

By: _____
Date: _____

PORT OF SEATTLE

Approved as to Form

By: *Keith Hast*
Date: 5/12/97

By: _____
Bellevue Assistant City Attorney
Date: _____

BASELINE DATA AND PERFORMANCE GOALS

To successfully evaluate the services to be provided by the TCC, data has been collected through various sources to establish a baseline measure of productivity. Utilizing the baseline data and service forecasts, performance goals have also been established for the TCC. The baseline data and performance goals are listed below.

TRANSIT FARE MEDIA

BASELINE DATA	PERFORMANCE GOAL
Total sales of 721 monthly passes No other Fare Media sold	Exceed total sales of 750 monthly passes Additional sales of other fare media sold

Baseline data was derived from the December 1996 combined pass (1 and 2 zones) sales of the two downtown Bartell locations and the BTC ATM machine.

TRANSIT INFORMATION ASSISTANCE

BASELINE DATA	PERFORMANCE GOAL
75 requests per month	150 requests per month

Baseline data was derived from the average number of requests per month handled by TransManage staff.

CALLS / IN PERSON VISITS

BASELINE DATA	PERFORMANCE GOAL
60 calls/visits per month (not including transit assistance)	80 calls/visits per month (not including transit assistance)

Baseline data was derived from the average number of calls and visits handled per month by TransManage staff.

RIDEMATCH FORMS PROCESSED

BASELINE DATA	PERFORMANCE GOAL
10 ridematch forms per month	30 ridematch forms per month

Baseline data was derived from the average number of forms processed per month by TransManage staff.

AIRPORT SHUTTLE USAGE

BASELINE DATA	PERFORMANCE GOAL
1500 occupants per month from existing locations	No shift from existing locations
0 trips per month from TCC	1100 occupants per month from TCC location by end of project

Baseline data was derived from Supershuttle's current service from the Hyatt Regency Bellevue (400 per month) and Bellevue Red Lion location (1100 per month). Shifting in ridership is not expected to occur from either location.

Baseline data and goals have not been established for the anticipated employer usage of the TCC resources or for the monitoring of the customer comments regarding their experiences utilizing the TCC. The results from these two activities do not merit daily record keeping. However, employers who visit the Center for resources will be tracked through the loaning of materials. Comments from customers will also be recorded by survey tallies. If comments include recommendations for services in need of improvement, the proposed improvement will be reviewed and implemented if feasible or applicable to the mission of the TCC.