

From: [Wiley, Dave](#)
To: Binting, Paul
Subject: Memo to Paul Binting
Date: Tuesday, May 26, 2015 7:21:13 PM
Attachments: [Memo 5-26-15 \(2\).DOCX](#)
[Email May 22, 2015.pdf](#)

Hi Paul: Thanks for your message Friday evening which I attach again for your reference for the points I raise. Look forward to your reply. Thanks, Dave.

David W. Wiley

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SEATTLE PORTLAND

From: Binting, Paul [<mailto:Binting.P@portseattle.org>]
Sent: Friday, May 22, 2015 9:22 PM
To: Wiley, Dave
Subject: Re: Speedishuttle

Dave,

Thanks for the memo. It's helpful for me to frame some discussions with my client. The memo, however, requires some correction in a couple respects.

Except for the exclusives, I believe all of our ground transportation agreements are month-to-month. That's how we operate. And even the exclusives are subject to being moved and shifted. While you're certainly encouraged to reach out to Jolene Culler about counter space available for lease, the lease of the counter space isn't going to change the month-to-month nature of the ground transportation agreement. On the contrary, I'd expect the lease to likewise be a month-to-month agreement.

I also think I was a little more clear about the manner in which the agreement SpeediShuttle was provided was errant. Since Shuttle Express had been the exclusive provider of door-to-door services, we did not have a ground transportation agreement tailored to door-to-door shuttle service. And since your client could not physically operate from the area where Shuttle Express operates, we really needed to develop something to address that on a one-off basis. That's in process now. Although I expect we can wrap that up before month-end, the switch-over doesn't appear to be affecting operations and thus doesn't appear to be time critical.

I appreciate your client's desire to move forward quickly, but much of your current concerns appear to be of your client's own making. As I understand it, the first we heard of SpeediShuttle wanting to provide on-demand – as opposed to pre-arranged – business was a day or two ago. While your operating permit doesn't restrict SpeediShuttle to pre-arranged service, it is clear under WUTC regulations that it may (as previously indicated to us) elect to limit itself to those operations. Apparently having revised its plan, we'll do what we can to accommodate your client's needs, but it will likely take some time.

After I've had a chance to talk with my client, I'll let you know.

Paul

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From: <Wiley>, David Wiley <dwiley@williamskastner.com>
Date: Friday, May 22, 2015 at 12:05 PM
To: Paul Binting <bingting.p@portseattle.org>
Cc: "Cecil Morton (csm@speedishuttleseattle.com)" <csm@speedishuttleseattle.com>, "Jack Roemer (jackr@speedishuttle.com)" <jackr@speedishuttle.com>
Subject: Speedishuttle

Hi Paul: Hoping we can followup by phone on this when you return from your internal meetings later this afternoon. Dave.

MEMORANDUM

TO: Paul Bintinger
FROM: Dave Wiley
DATE: May 26, 2015
RE: Your Email of May 23, 2015

Paul:

Thank you for your email from Friday evening. There are a couple of points that I wanted to offer in response for clarification. First of all, our client has been indicating it wanted to provide door-to-door service to your folks since their initial telephone conversations in the spring which contacts accelerated after the Commission granted final operating authority on March 30, 2015 to Speedishuttle. Because WUTC regulations at WAC 480-30-036 do not preclude door-to-door service providers from offering walkup service, there was never an understanding that service would be in any way deterred just as it is not with the other auto transportation companies operating at the airport. Thus, we don't know where the source of any inference of limitation on door-to-door service would have originated from.

As for "tailoring" ground transportation agreements for door-to-door service, I don't believe there are any impediments under a one-on-one negotiation to adapting to any landlord expectation nor would I think the operations of Speedishuttle's model would in any way impact the Port's evolving expansion plans for Sea-Tac Airport infrastructure for ground transportation.

I guess what we are now seeking is a more precise idea and timetable for when the tailored operating agreement for door-to-door airport service can be accomplished since, as indicated, definitiveness of term and ground arrangements are a requirement for amortizing requisite investments in order to maximize service to the traveling public by Speedishuttle at Sea-Tac.

As indicated, we have made contacts with Jolene Culler with whom Speedishuttle hopes to meet before Friday of this week when Cecil Morton returns to Hawaii for a graduation event. The goal is to identify and obtain permanent space in the ground transportation area and accelerate resolution of the most pressing issue, culminating in a formal operating agreement which provides Speedishuttle security and access parity with the other regulated providers as it continues to invest to maximize its service to the traveling public particularly with the arrival of peak summer season.