

8/3/98  
ordn-sea

ROB MCKENNA  
MAGGI FIMIA  
Larry Phillips  
Greg Nickels  
Introduced By: \_\_\_\_\_  
Proposed No.: 98-495 \_\_\_\_\_

ORDINANCE NO. **13292**

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AN ORDINANCE authorizing an Agreement with the City of Seattle for the provision of a Ride-Free area for regular transit service in downtown Seattle.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. In accordance with K.C.C. 28.94.225, the King County executive is hereby authorized to execute an agreement, substantially in the form attached, with the

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City of Seattle for the continued provision of a ride-free area in downtown Seattle for riders using regular Metro transit service.

INTRODUCED AND READ for the first time this 24<sup>th</sup> day of

August, 1998

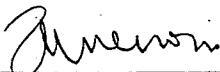
PASSED by a vote of 11 to 0 on this 25<sup>th</sup> day of September,

1998.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

APPROVED this 7 day of October, 1998.

  
King County Executive

Attachments: Agreement for Downtown Seattle Ride-Free Area

September 23, 1998

**“RIDE FREE” AREA AGREEMENT**  
**By and Between**  
**King County**  
**and**  
**The City of Seattle**

THIS AGREEMENT is entered into by and between King County (hereinafter referred to as the “County”), and the City of Seattle (hereinafter referred to as the “City”).

**RECITALS**

- A. The City has since 1973 entered into agreements under which regular transit service is provided without charging a fare for trips taken within a specified Ride Free Area in downtown Seattle during a specified time period.
- B. The County and the City have determined that it is in the best interests of the public to continue the provision of a Ride Free Area subject to the terms contained herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the following mutual agreements, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.0 PURPOSE AND SCOPE OF AGREEMENT AND DEFINITIONS**

- 1.1 The purpose of this Agreement is to establish an arrangement under which the County, in consideration of a payment by the City, shall operate public transit service within a special service area located in downtown Seattle in which no fares shall be collected from passengers taking trips on the County transit system solely within this area.

**2.0 DEFINITION OF “RIDE-FREE AREA”**

- 2.1 During the term of this Agreement, there shall be established within the City a service area, entitled the “Ride-Free Area”, with the following boundaries:

S. Jackson Street  
 I-5  
 Pine Street  
 Sixth Avenue  
 Battery Street  
 Alaskan Way

- 2.2 In addition, the Ride Free Area shall be deemed to include all of the stations in the Downtown Transit Tunnel and such other bus stops which the County may, at its sole discretion, designate as part of the Ride Free Area during certain periods of time in order to ensure continued efficient operation of public transit service within the City.
- 2.3 The Ride Free Area shall not include boarding and debarking zones for the Waterfront Streetcar, Custom Bus Service and Special Services.

2.4 The Ride-Free Area shall be in effect seven (7) days a week, from 6:00 a.m. to 7:00 p.m.

3.0 FARE STRUCTURE AND OPERATION WITHIN RIDE-FREE AREA

3.1 During the term of this Agreement, passengers who both board and disembark from any regularly scheduled County transit coach within the Ride-Free Area during the hours it is in effect, shall not be required to pay a fare, provided that their trip has been entirely within such area. This shall not apply to service on the Waterfront Streetcar, Custom Bus Service and Special Services. Regular County transit fares will be charged for all passengers boarding Metro coaches outside the hours when the Ride Free Area is in effect.

3.2 When scheduled to enter or to leave a bus stop in the Ride-Free Area during the hours it is in effect, the transit service will be operated on a "pay as you leave" basis and will use both doors for loading and unloading passengers. When operating through the Ride Free Area, transit operators will announce the last Ride Free stop.

4.0 PAYMENT

4.1 The City shall pay the County for the operation of the Ride-Free Area within the City and in accordance with the requirements specified herein. The City's payment for 1998 shall be the 1997 payment of \$289,500 increased by the inflation rate as set forth below. The City's 1998 financial obligation for the Ride-Free Area shall be limited to its budget authority of \$310,970.

4.2 The parties agree to use the inflation rate for the year preceding the scheduled payment, as set forth by the U.S. Department of Labor, Consumer Price Index for Urban Wage Earners and Clerical Workers (All Cities figure: 1982-1984 = 100). The inflation rate shall be based on the following formula.

$$\frac{\boxed{\text{Average index published for January-December of the year prior to the scheduled payment year}} - \boxed{\text{Average index published for January-December two years prior to the scheduled payment year}}}{\boxed{\text{Average index published for January-December of the year prior to the scheduled payment year}}} = \underline{\quad}\% \text{ inflation rate}$$

**EXAMPLE:** (For illustration purposes only)

If the average inflation rate for 1997 were 3.00 percent, the City's scheduled payment for 1998 would be \$289,500 x 1.0300 = \$298,188.

4.3 The annual amount as determined above will be divided into four equal payments during the year and the County will submit invoices to the City at the beginning of each quarter. The City shall make payment to the County within thirty (30) days after receipt of an invoice.

4.4 For each subsequent year of this Agreement, the prior year's payment figure will be used as the base to which the inflation rate shall be applied to determine that year's scheduled payment.

5.0 NO JOINT VENTURE/PARTNERSHIP

5.1 It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. 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.

**6.0 CONTACT PERSONS**

6.1 The City and the County shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of all aspects of this Agreement.

6.2 Designated Contact Persons

CITY OF SEATTLE:		KING COUNTY:	
Name	<u>Jeff Bender</u>	Name	<u>Chuck Sawyer</u>
Title	<u>Transportation Planner</u>	Title	<u>Senior Research Associate</u>
Address	<u>600 - 4th Avenue</u> <u>Seattle, WA 98104</u>	Address	<u>821 Second Avenue</u> <u>Seattle, WA 98104</u>
Work Phone #	<u>684-8837</u>	Work Phone #	<u>684-1512</u>

**7.0 AMENDMENTS OR MODIFICATIONS**

7.1 This Agreement and its exhibits may be amended or modified by written agreement executed by King County's General Manager of Transit and the City of Seattle's Director of Executive Services Department.

7.2 This Agreement does not preclude the County and the City from entering into any other agreements deemed appropriate by the parties.

**8.0 TERMINATION OF AGREEMENT**

8.1 Any party may terminate this Agreement, in whole or in part, in writing if another party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the others; provided, that, insofar as practicable, the party terminating the Agreement will give not less than thirty (30) calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate.

8.2 In addition to termination under Paragraph 8.1 of this Section, any party may terminate this Agreement, in whole or in part, in writing, without cause and for its convenience; provided, that the other party will be given not less than ninety (90) calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate.

8.3 This Agreement may be terminated in the event sufficient funds are not appropriated by either King County or the City of Seattle to cover performance of that party's responsibilities under this Agreement. Such termination shall be upon thirty (30) days written notice to the other parties.

**9.0 WAIVER OF DEFAULT**

9.1 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement.

**10.0 EFFECTIVE DATE AND TERM**

10.1 This Agreement shall take effect upon its signing by the parties. The term of this Agreement shall be for a period of two (2) years. The Agreement may be extended for two additional one-year periods with the written consent of King County's General Manager of Transit and the City of Seattle's Director of Executive Services Department.

10.2 Prior to the beginning of each year, the City will establish its budget authority for this program in accordance with the cost formula specified herein and the previous year's payment. If adequate program funding is not allocated in the City's budget in future years, either party may terminate this Agreement in accordance with Section 8 of this document.

**11.0 ENTIRE AGREEMENT/AMENDMENTS**

11.1 This Agreement, including attachments and exhibits hereto, constitutes the entire agreement between the parties relative to the subject matter herein. There are no terms, obligations, or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing, signed by personnel authorized to bind the parties.

**12.0 SEVERABILITY**

12.1 If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

**13.0 EXECUTION OF AGREEMENT**

13.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties related to the subject matter hereof and constitutes the entire agreement between the parties. This Agreement may be amended only by written agreement of the parties.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 1998.

**CITY OF SEATTLE**

By: \_\_\_\_\_

**KING COUNTY**

By: \_\_\_\_\_