

Date Created:	4/5/2023
Drafted by:	Sean Bouffiou
Sponsors:	
Attachments:	A. King County – Interlocal Agreement for For-hire Transportation Regulatory Services - Template

1 ..Title

2 AN ORDINANCE relating to the department of executive
3 services; authorizing the director of executive services or
4 designee to execute an interlocal agreement with public
5 agencies to regulate for-hire transportation.

6 ..Body

7 STATEMENT OF FACTS:

- 8 1. Due to changes in state law governing the regulation of transportation network
9 companies, modifying an existing King County Code chapter that regulates transportation
10 network companies and establishing a new King County Code chapter to regulate
11 taxicabs and for-hire vehicles best articulates the county's objectives for that industry.
- 12 2. The county partners with the city of Seattle through an interlocal agreement to
13 regulate the for-hire transportation industry.
- 14 3. The county has provided for-hire transportation regulatory services to public
15 agencies for many years and desires to continue providing such services.
- 16 4. The county and various public agencies have interlocal agreements concerning
17 for-hire transportation regulatory services that should be updated.

18 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

19 SECTION 1. The director of the department of executive services, or designee, is
20 authorized to execute an interlocal agreement in substantially the same form as
21 Attachment A to this ordinance for the provision of for-hire transportation regulatory

22 services with Auburn, Bellevue, Burien, Covington, Enumclaw, Federal Way, Issaquah,
23 Kenmore, Kent, Kirkland, Maple Valley, the Port of Seattle, Redmond, Renton,
24 Sammamish, SeaTac, and Shoreline.

25 SECTION 2. This ordinance takes effect and be in force thirty days after its
26 enactment, but if not approved and returned by the executive within ten days after
27 presentation, this ordinance takes effect as provided in the King County Charter.

INTERLOCAL AGREEMENT BETWEEN
King County and _____
for For-Hire Transportation Regulatory Services

THIS AGREEMENT is made between King County, a home rule charter county and political subdivision of the State of Washington, hereinafter referred to as the "County," and _____, a public agency in the State of Washington, hereinafter referred to as "Agency," under authority of Chapter 39.34, Chapter 46.72 RCW, Chapter 46.72B RCW, and Chapter 81.72 of the Revised Code of Washington.

WHEREAS, the County has jurisdiction to license and regulate for-hire transportation services including vehicle medallions, vehicle endorsements (TNC-endorsed vehicles), for-hire driver's licenses and for-hire driver's permits, transportation network company licenses (company licenses), and transitional regional dispatch agency and regional dispatch agency licenses (agency licenses), to enforce the laws and regulations concerning the same within its boundaries, and has provided for-hire transportation regulatory services to local jurisdictions for many years; and

WHEREAS, the business of for-hire transportation services presents unique licensing and law enforcement issues of a multijurisdictional nature; and

WHEREAS, it is desirable, to adequately protect the interests of the County and the Agency and the public, to provide for a uniform, regional system of licensing for-hire transportation services; and

WHEREAS, the County and its employees are well-qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of for-hire transportation services; and

WHEREAS, the Agency desires to participate in a regional approach to the licensing and enforcement of laws relating to for-hire transportation services and seeks to obtain the assistance of the County to provide these services; and

WHEREAS, the County is ready, willing, and able to assist the Agency in matters relating to the licensing and enforcement of laws relating to regulation of for-hire transportation services;

WHEREAS, the entities previously regulated under Chapter 6.64 King County Code are now going to be regulated under Chapter 6.64 King County Code and Chapter 6.65 King County Code, and this Agreement is being updated to reflect that change;

NOW THEREFORE, the County and Agency hereby agree:

Section 1. Term of Agreement

This Agreement shall be effective for one year from the date of execution and shall automatically renew from year to year, unless either party provides thirty (30) days' written notice to the other party to terminate this Agreement, with or without cause, immediately after the thirty (30) days. This Agreement may be terminated by the County for lack of appropriation authority immediately by providing written notice to the Agency.

Section 2. Agency Responsibilities

The Agency shall:

- a. Promptly enact an ordinance that adopts by reference Chapter 6.64 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.65 of the King County Code, hereinafter "the Agency Ordinances").
- b. Promptly enact an ordinance that adopts by reference Chapter 6.65 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.64 of the King County Code, hereinafter "the Agency Ordinances").
- c. Promptly review any revisions to Chapter 6.64 of the King County Code and any amendments to King County Rules promulgated pursuant to Chapter 6.64 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the Director of the Agency's intention otherwise.
- d. Promptly review any revisions to Chapter 6.65 of the King County Code and any amendments to King County Rules promulgated pursuant to Chapter 6.65 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the Director of the Agency's intention otherwise.
- e. Delegate to the County the following:
 - i. The power to determine eligibility for licenses and permits issued under the terms of the Agency Ordinances;

The power to enforce the terms of the Agency Ordinances, including the power to deny, restrict, suspend, or revoke licenses and permits issued thereunder;
 - ii. Conducting administrative appeals of those County licensing and permitting determinations made, and enforcement actions taken, on behalf of the Agency. Such appeals shall be conducted by the King County Hearing Examiner or the County's successor administrative appeals body or officer on behalf of the Agency unless either the Agency or the County determines that the particular matter shall be heard by the Agency; and
 - iii. Nothing in this Agreement is intended to divest the Agency of authority to issue notices of violation and court citations for violations of Agency ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or the Agency.

Section 3. County Responsibilities

The County Records and Licensing Services Division shall act as the Agency's agent in performing the following in accordance with enabling ordinances and administrative procedures:

- a. The County shall perform, consistent with available resources, all services relating to licensing and enforcement of the Agency Ordinances pertaining to for-hire transportation services, including the operation and maintenance of a unified, regional system to license and regulate for-hire transportation services;

- b. The provision of such service, the standards of performance, the discipline of employees, and all other matters incident to the performance of such services and the control of personnel so employed shall remain with the County;
- c. The County shall promptly advise the Agency of any revisions to Chapter 6.64 or Chapter 6.65 of the King County Code and of any amendments to King County Rules promulgated pursuant to Chapter 6.64 or Chapter 6.65 of the King County Code after this Agreement is signed.
- d. The services provided by the County pursuant to this Agreement do not include legal services to the Agency, which shall be provided by the Agency at Agency expense.

Section 4. Compensation and Method of Payment

- a. The County shall retain all fines and fees collected pursuant to the licensing of for-hire transportation services. No additional compensation will be due from the Agency.
- b. The Parties agree that all fines levied by a court of competent jurisdiction or civil penalties assessed by the Director for violation of the Agency Ordinances regulating for-hire transportation services shall become the property of the County.

Section 5. Mutual Covenants

The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. Control of County personnel, standards of performance of this Agreement, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering services hereunder shall be for all purposes employees of the County, although they may from time-to-time act as commissioned officers of the Agency; and
- c. The County contact person for the Agency regarding all issues that may arise under this Agreement, including but not limited to citizen complaints, service requests and general information on for-hire transportation services is the Director of the King County Records and Licensing Services Division or its successor division.

Section 6. Dispute Resolution

In the event of a dispute between the Parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performance of such service, the determination of the Director shall be final and conclusive in all respects.

Section 7. Indemnification and Hold Harmless.

- a. Agency Held Harmless. The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the

negligent acts or omissions of the County, its officers, agents, and employees, or any of them and in the performance of the County's obligations pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Agency, and its officers, agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. County Held Harmless. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, action, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the Agency, its officers, agents, and employees, or any of them and in the performance of the Agency's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Agency shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- c. Concurrent Negligence. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying part and its actors.
- d. Liability Related to Agency Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Agency from any liability or responsibility that arises in whole or in part as a result of the application of Agency Ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the Agency to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Agency ordinance or Agency Ordinances, policy, rule or regulation is at issue, the Agency shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Agency, the County, or both, the Agency shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- e. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 8. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties only, and no third party shall have any rights hereunder.

Section 9. Administration

This Agreement shall be administered by the Director or the Director's designee, and the Mayor or the Mayor's designee.

Section 10. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties.

Section 11. Records

This Agreement is a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW. The records and documents with respect to all matters covered by this Agreement shall be subject to the Public Records Act and the Records Retention Act, chapter 40.14 RCW.

Section 12. Complete Expression of Agreement

This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 13. Survivability

Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 7 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective on the last date entered below.

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KING COUNTY

AGENCY OF _____

King County Executive

Agency Executive

Date _____

Date _____

Attest:

Approved as to Form:

Agency Clerk _____ Date _____

Approved as to Form:

Deputy Prosecuting Attorney Date

Agency Attorney	Date
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