



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19693

Proposed No. 2023-0233.2

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the executive to execute an
2 interlocal agreement with the city of Seattle to regulate for-
3 hire transportation.

4 **STATEMENT OF FACTS:**

5 1. Due to changes in state law governing the regulation of transportation
6 network companies, modifying K.C.C. chapter 6.64 that regulates
7 transportation network companies and establishing a new King County
8 Code chapter to regulate taxicabs and for-hire vehicles best articulates the
9 county's objectives for that industry.

10 2. The county partners with the city of Seattle through an interlocal
11 agreement to regulate the for-hire transportation industry and desires to
12 maintain that partnership under common regulations in the future.

13 3. The county and the city of Seattle last updated the interlocal agreement
14 concerning for-hire transportation in August 1995.

15 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

16 **SECTION 1.** The executive, or designee, is authorized to execute the Interlocal


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- 17 Agreement for For-Hire Transportation with the city of Seattle, which is Attachment A to
- 18 this ordinance.

Ordinance 19693 was introduced on 10/3/2023 and passed by the Metropolitan King County Council on 11/28/2023, by the following vote:


Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:



 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:


 8DE1BB375AD3422...
 Melani Hay, Clerk of the Council

APPROVED this _____ day of 12/6/2023, _____.

DocuSigned by:


 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Interlocal Agreement Between the City of Seattle and King County For-Hire Transportation dated November, 2023

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INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE AND KING COUNTY FOR-HIRE TRANSPORTATION

THIS AGREEMENT is made by and between THE CITY OF SEATTLE, acting through its Department of Finance and Administrative Services, hereinafter referred to as "Seattle," and KING COUNTY, acting through its Department of Executive Services, hereinafter referred to as "King County" and collectively referred to as "Parties."

WHEREAS King County and Seattle both have jurisdiction to license and regulate for-hire transportation services including issuing vehicle medallions, transportation network company vehicle endorsements (hereinafter referred to as "vehicle endorsements"), for-hire driver's licenses and for hire driver's permits, transportation network company licenses (hereinafter referred to as "company licenses"), and transitional regional dispatch agency and regional dispatch agency licenses (hereinafter referred to as "agency licenses"), and the enforcement of laws and regulations concerning the same; and

WHEREAS King County and Seattle both have established code to comprehensively regulate for-hire transportation and its various components within the framework of State law; and

WHEREAS King County and Seattle desire to simplify and facilitate the ease of obtaining vehicle medallions and endorsements, for-hire driver's licenses and permits, and company and agency licenses from a single source; and

WHEREAS Seattle desires to appoint King County as its non-exclusive agent to have joint authority to regulate and enforce Seattle Municipal Code Chapters 6.310 and 6.311, as now or hereafter amended, within the City of Seattle's boundaries in accordance with the terms of this Agreement; and

WHEREAS King County desires to appoint Seattle as its non-exclusive agent to have joint authority to regulate and enforce King County Code Chapters 6.64 and 6.65, as now or hereafter amended, within King County's boundaries in accordance with the terms of this Agreement; and

WHEREAS the Parties to this Agreement have determined it to be in the public's best interest to execute this Agreement to allocate and delineate responsibility for licensing and regulating vehicle medallions and endorsements, for-hire driver licenses and permits, company and agency licenses, and the enforcement of the same; and

NOW, THEREFORE, pursuant to and consistent with the provisions of Chapter 46.72 RCW, Chapter 46.72B RCW, Chapter 81.72 RCW, Chapter 39.34 RCW, King County Code, as now or hereafter amended, and Seattle Municipal Code, as now or hereafter amended, the Parties hereto agree as follows:

SECTION 1. TERM OF AGREEMENT

This Agreement shall be effective upon its execution by both Parties hereto, and shall automatically renew on the 1st day of August of each succeeding year unless otherwise modified or terminated pursuant to the provisions hereof.

SECTION 2. GENERAL RESPONSIBILITIES

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- A. King County hereby appoints Seattle (through its Director of the Department of Finance and Administrative Services or its successor department), as its non-exclusive agent to jointly, with King County, enforce the provisions of King County Code Chapters 6.64 and 6.65, as now or hereafter amended.
- B. Seattle hereby appoints King County (through its Director of the King County Records and Licensing Services Division or its successor division), as its non-exclusive agent to jointly, with Seattle, enforce the provisions of Seattle Municipal Code Chapters 6.310 and 6.311, as now or hereafter amended.
- C. Any fees charged by King County on behalf of Seattle, or any fees charged by Seattle on behalf of King County, shall be pursuant to the Code of the respective party, as now or hereafter amended. Such fees collected by either party on behalf of the other party shall be remitted to the respective party at agreed upon intervals.

SECTION 3. RESPONSIBILITIES OF THE PARTIES RELATING TO SEATTLE MUNICIPAL CODE CHAPTER 6.310 AND KING COUNTY CODE CHAPTER 6.64, INCLUDING ISSUING FOR-HIRE DRIVER'S LICENSES AND PERMITS, COMPANY LICENSES, AND VEHICLE ENDORSEMENTS; AND ENFORCEMENT ACTIONS AND APPEALS REGARDING THE SAME

- A. King County hereby appoints Seattle as its non-exclusive agent to jointly, with King County, enforce provisions of King County Code Chapter 6.64, as now or hereafter amended, including the power to issue, deny, suspend, or revoke vehicle endorsements and to take enforcement action as allowed by the King County Code.
- B. Any enforcement actions by Seattle concerning provisions of King County Code Chapter 6.64 that result in suspensions, revocations, denials, or other administrative actions will be subject to the review power of the King County Hearing Examiner. Following any of the above enumerated results from Seattle enforcement actions, Seattle shall provide written notice to the applicant or licensee that their right to appeal shall be to the King County Hearing Examiner pursuant to the King County Code, as now or hereafter amended.
- C. Criminal citations regarding vehicle endorsements issued by Seattle, as agent for King County, will be filed with the King County District Court on citation forms provided by King County.
- D. Seattle hereby appoints King County as its non-exclusive agent to jointly, with Seattle, enforce provisions of Seattle Municipal Code Chapter 6.310 pursuant to the Seattle Municipal Code, as now or hereafter amended, including the power to issue, deny, suspend, or revoke for-hire driver's licenses and permits and company licenses issued thereunder and to take enforcement action as allowed by the Seattle Municipal Code.
- E. Any enforcement actions by King County concerning provisions of Seattle Municipal Code Chapter 6.310 that result in suspensions, revocations, denials, or other administrative actions will be subject to the review power of the City of Seattle Hearing Examiner. Following any of the above enumerated results from King County enforcement actions, King County shall provide written notice to the applicant or licensee

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that their right to appeal shall be to the City of Seattle Hearing Examiner pursuant to the Seattle Municipal Code.

- F. Criminal citations regarding for-hire driver's licenses or permits or company licenses issued by King County, as agent for Seattle, will be filed with the Seattle Municipal Court on citation forms provided by Seattle.
- G. The provisions of this Section 3 comport with Chapter 46.72B RCW. The Parties agree that an interpretation of RCW 46.72B.190, may constrain Seattle and King County from amending ordinances or regulations related to transportation network companies, transportation network company drivers, or vehicle endorsements after January 1, 2022 to allow the enforcement action and appeals process in Section 4 to apply to transportation network companies, transportation network company drivers, and vehicle endorsements. However, if in the future, the Parties determine that Seattle Municipal Code Chapter 6.310 and King County Code Chapter 6.64 may be amended, it is the intent of the Parties, and contingent on each amending their respective Codes, that the enforcement action and appeals process in Section 4 shall apply to transportation network companies, transportation network company drivers, and vehicle endorsements without further need to amend this Agreement.

SECTION 4. RESPONSIBILITIES OF THE PARTIES RELATING TO SEATTLE MUNICIPAL CODE CHAPTER 6.311 AND KING COUNTY CODE CHAPTER 6.65, INCLUDING ISSUING REGIONAL FOR-HIRE DRIVER'S LICENSES, AGENCY LICENSES, AND VEHICLE MEDALLIONS; AND ENFORCEMENT ACTIONS AND APPEALS REGARDING THE SAME.

- A. King County hereby appoints Seattle as its non-exclusive agent to jointly, with King County, enforce provisions of King County Code Chapter 6.65, as now or hereafter amended, including the power to issue, deny, suspend, or revoke vehicle medallions and agency licenses and to take enforcement action as allowed by the King County Code.
 - i. The Parties acknowledge that King County Code Chapter 6.65 has regulatory provisions that do not have a corresponding provision in Seattle Municipal Code Chapter 6.311.
 - ii. The Parties agree Seattle will not enforce provisions in the King County Code Chapter 6.65 for which there is not a corresponding provision in the Seattle Municipal Code Chapter 6.311.
- B. Seattle hereby appoints King County as its non-exclusive agent to jointly, with King County, enforce provisions of Seattle Municipal Code Chapter 6.311, as now or hereafter amended, including the power to issue, deny, suspend, or revoke regional for-hire driver's licenses and to take enforcement action as allowed by the Seattle Municipal Code.
 - i. The Parties acknowledge that Seattle Municipal Code Chapter 6.311 has regulatory provisions that do not have a corresponding provision in the King County Code Chapter 6.65.
 - ii. The Parties agree King County will not enforce provisions in the Seattle Municipal Code Chapter 6.311 for which there is not a corresponding provision in the King County Code Chapter 6.65.

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- C. Pursuant to King County Code Chapter 6.65 and Seattle Municipal Code Chapter 6.311, as now or hereafter amended, any enforcement actions by Seattle concerning King County Code Chapter 6.65 will be subject to the review power of the Seattle Hearing Examiner. Following such enforcement action, Seattle shall provide written notice to the applicant or licensee that their right to appeal shall be to the Seattle Hearing Examiner pursuant to the King County Code and the Seattle Municipal Code.
- D. Pursuant to Seattle Municipal Code Chapter 6.311 and King County Code Chapter 6.65, as now or hereafter amended, any enforcement actions by King County concerning Seattle Municipal Code Chapter 6.311 will be subject to the review power of the King County Hearing Examiner. Following such enforcement action, King County shall provide written notice to the applicant or licensee that their right to appeal shall be to the King County Hearing Examiner pursuant to the King County Code and the Seattle Municipal Code.

SECTION 5. APPLICABLE STANDARDS, PROCEDURES

- A. The Parties will review the amounts of license fees collected and operational and enforcement costs via their biennial budget processes, and may seek to adjust fees accordingly.
- B. The Parties will periodically meet to review joint enforcement policies, issues, operations, emerging for-hire transportation models, and administration of this Agreement to adjust practices to promote efficiency.
- C. Any enforcement action, including but not limited to citations, notices, license actions, and monetary penalties shall be filed on the forms applicable to each jurisdiction. Where possible, these forms shall be similar in content.

SECTION 6. COSTS

Each party will bear the operating costs for which it has responsibility under this Agreement and will support such operating costs to the extent of their respective authority under each party's codes and ordinances.

SECTION 7. TERMINATION

A. For Default.

In the event either party fails to comply with any provision of this Agreement ("Default"), which Default shall not have been cured by the defaulting party within thirty (30) days after receiving from the non-defaulting party notice specifying such Default, then the non-defaulting party may immediately terminate this Agreement by delivering written notice of such termination to the defaulting party.

B. Without Cause.

This Agreement may be terminated without cause, in whole or in part, prior to the expiration date of this Agreement by either party's providing to the other ninety (90) days' prior written notice of such termination.

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- C. Notwithstanding the above, if either party desires to terminate this Agreement, the Parties shall meet to determine a transition plan and timeline that does not interrupt either party's ongoing operations, or responsibilities under this Agreement.

SECTION 8. INDEMNIFICATION

- A. It is agreed that this Agreement is solely for the benefit of the Parties hereto and confers no right on any other person or entity.
- B. To the maximum extent permitted by law, including, but not limited to, RCW 35.32A.090, each party hereto agrees to be responsible and assumes liability for any act or omission of any of its employees while performing work pursuant to this Agreement and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence, or other basis for liability of both Parties, any damages allowed shall be assessed in proportion to the percentage of negligence or other basis of liability attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence or other basis of liability attributable to the other party.
- C. Each party shall promptly notify the other party of every claim subject to indemnification hereunder and a party who is or may be entitled to indemnification shall not pay, settle, or otherwise compromise such claim without prior written consent of the indemnifying party, which shall not be unreasonably withheld.

SECTION 9. AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by an authorized representative of each of the Parties hereto. The Parties hereto expressly reserve the right to modify this Agreement by mutual agreement.

SECTION 10. EXECUTORY AGREEMENT

This Agreement will not be considered valid until executed for Seattle by the Mayor and for King County by the executive or designee.

SECTION 11. INVALIDITY OF PARTICULAR PROVISIONS

A judicial determination that any term provision, condition or other portion of this Agreement or its application is inoperative, invalid, or unenforceable shall not affect the remaining portions of this Agreement.

SECTION 12. DISPUTE RESOLUTION

In the event of an unresolved dispute between the Parties as to respective discretionary decisions and/or actions taken, the dispute shall be submitted for review to a three-member panel composed of a City of Seattle representative, a King County representative, and a third member of their choosing who shall not be an officer or employee of either King County or Seattle. A decision or determination agreed upon by a majority of the panel shall be final and conclusive in all respects between the Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

THE CITY OF SEATTLE

KING COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Certificate Of Completion

Envelope Id: AA37D339D6214EBBDA53C57F0B1485D	Status: Completed
Subject: Complete with DocuSign: Ordinance 19693.docx, Ordinance 19693 Attachment A.docx	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 6	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

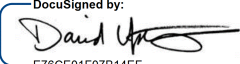
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
11/30/2023 10:04:00 AM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.160.80.216


Timestamp

Sent: 11/30/2023 1:00:07 PM
Viewed: 11/30/2023 1:59:05 PM
Signed: 11/30/2023 1:59:22 PM

Electronic Record and Signature Disclosure:

Accepted: 11/30/2023 1:59:05 PM
ID: 3067fb06-73c6-481c-8fee-5b0f1d96c942

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

Sent: 11/30/2023 1:59:23 PM
Viewed: 11/30/2023 2:23:23 PM
Signed: 11/30/2023 2:24:25 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 146.129.239.72

Sent: 11/30/2023 2:24:26 PM
Viewed: 12/6/2023 11:43:23 AM
Signed: 12/6/2023 11:43:32 AM

Electronic Record and Signature Disclosure:

Accepted: 12/6/2023 11:43:23 AM
ID: 4149d75c-d861-43f5-bf6a-c93dc93710e7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/30/2023 2:24:27 PM Viewed: 11/30/2023 2:43:58 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/30/2023 1:00:07 PM
Certified Delivered	Security Checked	12/6/2023 11:43:23 AM
Signing Complete	Security Checked	12/6/2023 11:43:32 AM
Completed	Security Checked	12/6/2023 11:43:32 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.