

Amendment A Version 1 to CB 120656 – For-Hire Interlocal Agreement

Sponsor: Councilmember Mosqueda

Substitute version 2 of the legislation and Attachment 1.

Effect: This amendment would adopt a substitute version 2 of Council Bill (CB) 120656 and Attachment 1 that would incorporate edits to align with King County’s companion legislation, such as:

- Amending the title of the ordinance to remove the Department of Finance and Administrative Services Director as the signatory to the agreement,
- Identifying the Mayor or designee as the signatory to the interlocal agreement for the City in the body of the ordinance and Attachment 1,
- Identifying the King County Executive or designee as the signatory to the interlocal agreement for the County in Attachment 1,
- Clarifying that the City and County will not enforce provisions in the other jurisdiction’s code that do have a corresponding provision in the respective City or County code,
- Removing unnecessary terms and provisions,
- Adopting consistent terminology and formatting.

Consistent with Washington State Constitution requirements, these amendments, including the amendment to the title, would not change the scope and object of the ordinance.

Substitute version 2 of Council Bill (CB) 120656 and Attachment 1, incorporating the proposed amendments shown in the attached versions of CB 120656 and Attachment 1.

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to ~~the Department of Finance and Administrative Services;~~
~~authorizing the Director of Finance and Administrative Services or designee to execute~~
~~for-hire transportation; authorizing the execution of~~ an interlocal agreement ~~with~~ between
The City of Seattle and King County to regulate for-hire transportation services.

..body

WHEREAS, due to changes in state law governing the regulation of transportation network
companies, modifying an existing Seattle Municipal Code chapter to regulate
transportation network companies and establishing a new Seattle Municipal Code chapter
to regulate taxicabs and for-hire vehicles best articulates the City’s objectives for these
industries; and

WHEREAS, the City partners with King County through an interlocal agreement to regulate the
for-hire transportation industry and desires to maintain that partnership under common
regulations in the future; and

WHEREAS, the City and County last updated the interlocal agreement concerning for-hire
transportation in August 1995; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The ~~Director of the Department of Finance and Administrative Services, or~~
~~designee, Mayor or designee~~ is authorized on behalf of The City of Seattle to execute the
Interlocal Agreement for For-Hire Transportation with King County, attached to this ordinance
as Attachment 1.

1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the _____ day of _____, 2023,
5 and signed by me in open session in authentication of its passage this _____ day of
6 _____, 2023.

7 _____
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this _____ day of _____, 2023.

10 _____
11 Bruce A. Harrell, Mayor

12 Filed by me this _____ day of _____, 2023.

13 _____
14 Scheereen Dedman, City Clerk

15 (Seal)

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17
18
19 Attachments:
20 Attachment 1 – Interlocal Agreement Between The City of Seattle and King County: For-Hire
21 Transportation

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE AND KING COUNTY
FOR-HIRE TRANSPORTATION
APRIL 7, 2023**

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 (~~TNC-endorsed vehicles~~ 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 ~~code~~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

- 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. KING COUNTY RESPONSIBILITIES

~~Seattle hereby appoints King County as its non-exclusive agent for determining eligibility for for-hire driver's licenses and permits, and company licenses issued under the terms of the Seattle Municipal Code, as now or hereafter amended.~~

SECTION 4. SEATTLE RESPONSIBILITIES

~~King County hereby appoints Seattle as its non-exclusive agent for determining eligibility for vehicle medallions and endorsements, and agency licenses, issued under the terms of the King County Code, as now or hereafter amended.~~

SECTION 53. 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 PURSUANT TO SEATTLE MUNICIPAL CODE CHAPTER 6.310 AND KING COUNTY CODE CHAPTER 6.64

- 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 ~~issued thereunder~~ 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 ~~County's vehicle endorsements and company licenses~~ 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 ~~or company licenses~~ 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's for-hire Seattle Municipal Code Chapter 6.310 driver's licenses and permits and company licenses 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 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, This Section 5 aligns with Chapter 46.72B-RCW, which constrains may constrain Seattle and King County from amending ordinances or regulations related to transportation network companies, transportation network company drivers, or vehicle endorsements transportation network company-endorsed vehicles 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. ~~If~~ 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. ~~are amended to align with Seattle Municipal Code Chapter 6.311 and King County Code Chapter 6.65, the enforcement action and appeals process in Section 6 shall apply for affected drivers, vehicles, and companies.~~

SECTION 46. 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. ENFORCEMENT ACTIONS AND APPEALS PURSUANT TO SEATTLE MUNICIPAL CODE CHAPTER 6.311 AND KING COUNTY CODE CHAPTER 6.65

- 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.
- 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.
- A.D. Pursuant to Seattle Municipal Code ~~chapter~~Chapter 6.311 and King County Code ~~chapter~~Chapter 6.65, as now or hereafter amended, any enforcement actions by King County concerning ~~Seattle’s Seattle Municipal Code Chapter 6.311 for hire- transportation licensing and enforcement ordinance(s)~~, 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.
- ~~B. 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’s for hire transportation licensing and enforcement ordinance(s), 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.~~

SECTION 75. 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 86. 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 97. 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.

- C. Notwithstanding the above, if either party desires to terminate this Agreement, the ~~two-parties~~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 108. 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 pParty 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 944. 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 1042. EXECUTORY AGREEMENT

This ~~agreement~~Agreement will not be considered valid until executed for Seattle by the ~~Director of the Department of Finance and Administrative Services, or successor department,~~Mayor and for King County by the ~~Director of the Department of Executive Services, or successor department,~~executive or designee.

SECTION 1143. 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 1244. 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.

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: _____