

**INTERLOCAL AGREEMENT BETWEEN**  
**King County and Port of Seattle**  
**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 Port of Seattle, 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 and collectively referred to as "Parties."

**WHEREAS**, the County has 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"), 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; and

**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 immediately terminated by the County for lack of appropriation authority by providing written notice to the Agency.

## **Section 2. Agency Responsibilities**

The Agency shall:

- a. Promptly adopt rules and regulations that adopt 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 Operating Regulations”).
- b. Promptly adopt rules and regulations that adopt 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 Operating Regulations”).
- c. Promptly review any revisions to Chapter 6.64 of the King County Code and any amendments to King County Administrative 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 King County Records and Licensing Services Division Director, hereinafter referred to as "Division 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 Administrative 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 Division Director of the Agency's intention otherwise.
- e. Delegate to the County the following:
  - i. The power to enforce, including on Agency property, the terms of the Agency Operating Regulations that were adopted in 2.a and 2.b, above, including the power to issue, deny, restrict, suspend, or revoke vehicle medallions, vehicle endorsements, for-hire driver's licenses, for-hire driver's permits, regional for-hire driver's licenses and enhanced regional for-hire driver's licenses, company licenses, and agency licenses issued thereunder; and
  - ii. Conduct 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.

Nothing in this Agreement is intended to divest the Agency of authority to issue (a) notices of violation and court citations for violations of Agency Operating Regulations that were adopted in 2.a and 2.b, above, or (b) non-judicial citations or violations of other Agency rules and regulations related to for-hire operations on Airport property. 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 Operating Regulations and administrative procedures:

- a. The County shall perform, consistent with available resources, all services relating to licensing and enforcement of the Agency Operating Regulations 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 County 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 Administrative 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 or civil penalties assessed by the Division Director for violation of Agency Operating Regulations regulating for-hire transportation services shall become the property of the County.
- c. The Parties agree that all fines or civil penalties assessed by the Agency for violation of Agency Operating Regulations regulating for-hire transportation services shall become the property of the Agency.

### **Section 5. Mutual Covenants**

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

- a. 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
- b. 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 Division Director or the successor division's director.

## **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 Division 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 party and its actors.
- d. Liability Related to Agency Operating Regulations, 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 Operating Regulations, 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 Operating Regulations, 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 Division Director or the Division 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.

SIGNATURES ON NEXT PAGE

