



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19692

Proposed No. 2023-0232.2

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the executive to execute an
2 interlocal agreement with public agencies 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.

12 3. The county has provided for-hire transportation regulatory services to
13 public agencies for many years and desires to continue providing such
14 services.

15 4. The county and various public agencies have interlocal agreements
16 concerning for-hire transportation regulatory services that should be
17 updated.

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

19 SECTION 1. The executive, or designee, is authorized to execute an interlocal
20 agreement in substantially the same form as Attachment A to this ordinance for the


Ordinance 19692

- 21 provision of for-hire transportation regulatory services with Auburn, Bellevue, Burien,
- 22 Covington, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Maple Valley,
- 23 the Port of Seattle, Redmond, Renton, Sammamish, SeaTac, and Shoreline.

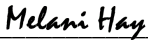
Ordinance 19692 was introduced on 10/3/2023 and passed by the Metropolitan King County Council on 11/28/2023, by the following vote:

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 King County and _____ for For-Hire Transportation Regulatory Services, dated November 2023

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 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;

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 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 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 the terms of the Agency Ordinances, 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 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

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 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

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Certificate Of Completion

Envelope Id: 33C2847D04C94F3C94AFF20786B55EC2	Status: Completed
Subject: Complete with DocuSign: Ordinance 19692.docx, Ordinance 19692 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
Envelopeld 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 9:42:52 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

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Viewed: 11/30/2023 2:06:50 PM
Signed: 11/30/2023 2:07:02 PM

Electronic Record and Signature Disclosure:

Accepted: 11/30/2023 2:06:50 PM
ID: 51eb7ed1-57bf-4f72-99a0-3718f9036a0f

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

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Viewed: 11/30/2023 2:30:44 PM
Signed: 11/30/2023 2:30:56 PM

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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

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Viewed: 12/6/2023 11:42:50 AM
Signed: 12/6/2023 11:43:06 AM

Electronic Record and Signature Disclosure:

Accepted: 12/6/2023 11:42:50 AM
ID: 78a318a7-0572-4e62-80fb-3c87928243d1

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 2:30:57 PM Viewed: 11/30/2023 2:44:28 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 11:42:50 AM
Signing Complete	Security Checked	12/6/2023 11:43:06 AM
Completed	Security Checked	12/6/2023 11:43:06 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.