

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

Agreement #: 97-A120	Subject: Interlocal Agreement (ILA) Between King County and the City of SeaTac for the Licensing of Taxicabs for Hire Vehicles and Drivers.
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Term: 11/01/97 thru ongoing

Reference to: Res. 97-028 **Approved:** 10/28/97

Department/Contact: City Manager's Office

	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
Amendments:				

Comments: _____

Bid List for Destruction: N/A

Retain this record until after: 10 years after date of termination

Date Reviewed by Deputy City Clerk: _____

INTERLOCAL AGREEMENT BETWEEN
King County and the City of SeaTac
for the licensing of taxicabs/for-hire vehicles and drivers.

980105-8007 11:36:00 AM KING COUNTY RECORDS 004 JP

THIS AGREEMENT is made between KING COUNTY, a home rule charter county, a political subdivision of the State of Washington, hereinafter called the County, and the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter called the City, under authority of Chapter 39.34 Revised Code of Washington.

WHEREAS, the County and the City have jurisdiction to regulate the business of operating taxicabs and for-hire vehicles and their drivers within their respective boundaries; and

WHEREAS, the business of operating taxicabs and for-hire vehicles presents peculiar licensing and law enforcement problems of a multijurisdictional nature; and

WHEREAS, it is desirable in order to adequately protect the interests of the County and the City and the citizens thereof, to provide for a uniform County-wide system of licensing taxicabs and for-hire vehicles and the drivers thereof; and

WHEREAS, the County and its employees, and more particularly the Business License Section, Licensing and Regulatory Services Division, Department of Information and Administrative Services, are well qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of the taxicab and for-hire vehicle business; and

WHEREAS, the City desires to obtain the assistance of the County in matters relating to the licensing and enforcement of laws relating to the conduct of the taxicab and for-hire vehicle business; and

WHEREAS, the County is ready, willing and able to act to assist the City in matters relating to the licensing and enforcement of laws relating to regulation of taxicabs and for-hire vehicles and the drivers thereof;

NOW THEREFORE, The County and City hereby agree:

1. County Responsibilities: The County promises to:
 - 1.1 Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to taxicabs/for-hire vehicles and drivers as set forth in ~~the City Ordinance Number XXXXXXXXXXXX~~ Chapter 5.15 of the SeaTac Municipal Code;
 - 1.2 Provide the same degree, type, and level of service as is customarily provided to residents of unincorporated King County;

COPY OF
ORIGINAL FILED
JAN 5 - 1998
King County

97-A120

CITY OF SEATAC
RECEIVED

DEC 8 1998

TIME: HPB
CITY CLERK'S OFFICE

- 1.3 Except as set forth in section 7.1 below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.
2. City Responsibilities: The City promises to:
 - 2.1 Enact an ordinance or resolution which is substantially similar to Title 6.64 King County Code as now or hereafter amended.
 - 2.2 Delegate to the County the following:
 - 2.2.1 The power to determine eligibility for licenses issued under the terms of the City ordinance, subject to the review of King County Board of Appeals;
 - 2.2.2 The power to enforce terms of the City ordinance, including the power to deny, suspend or revoke licenses issued thereunder, and subject to the review power of the King County Board of Appeals.
 - 2.3 Nothing in this agreement is intended to divest the City of authority to issue notices of violations and court citations for alleged violations of City ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or City.
3. Compensation and Method of Payment: The County shall receive all fines and fees collected pursuant to the licensing of taxicabs/for-hire vehicles and drivers. No additional compensation will be due from the City.
4. Duration: This agreement shall be effective the 1st of November, 1997, and shall automatically renew from year to year unless terminated by sixty (60) days written notice by either party to the other.
5. Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.
6. Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:
 - 6.1 Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;

- 6.2 All 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 City;
- 6.3 The contact person for the City regarding citizen complaints, service requests and general information on taxicab services is the Supervisor of King County Business Licenses;

7. Indemnification:

- 7.1 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suite, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 7.2 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.
- 7.3 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suit, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees. In the event that any suit based upon such a claim, action, loss or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

- 8. Administration. This agreement shall be administered by the Manager of the Licensing and Regulatory Services Division, or his or her designee, and the City Manager, or his or her designee.
- 9. Amendments. This agreement may be amended at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY of SeaTac

James D. Bush
for King County Executive

Calvin Hoggard
City Manager

1/2/98
Date

November 7, 1997
Date

Approved as to Form

Approved as to Form

L. A. Bana
King County
Prosecuting Attorney

John L. McAlam
City Attorney

12-30-97
Date

11/7/97
Date

seatac.doc (interl)

Deputy



**King County
Licensing and Regulatory Services Division**

Animal, Business, Marriage, License Section

Department of
Information & Administrative Services

King County Administration Building
500 Fourth Avenue Room 403
Seattle, Washington 98104-2337

(206) 296-2710
296-0100 TDD

January 5, 1998

Judith L. Cary, City Clerk
City of SeaTac
17900 International Blvd., Suite 401
SeaTac, Washington 981884236

RE: Interlocal Services Agreement - Taxicabs

Dear Ms. Cary:

Enclosed is a copy of a fully executed interlocal services agreement for continuation of taxicab licensing and enforcement services. If you have any questions about the agreement or would like more information on taxicab licensing, please feel free to contact me at (206) 296-2713.

Sincerely,

Terry A. Denend, Supervisor
King County Business Licenses

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