

R-02-232
C-02-225
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2/7/03

**INTERLOCAL AGREEMENT BETWEEN
King County and the City of Maple Valley
for Licensing of Taxicabs and For-Hire Vehicles**

THIS AGREEMENT is made between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Maple Valley, a municipal corporation of the State of Washington, hereinafter referred to as 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 Licensing Services Section, Records, Elections and Licensing Services Division, Department of Executive 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 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 City Responsibilities. The City promises to:
 - 1.1 Enact an ordinance which is substantially similar to King County Code, Chapter 6.64, as now or hereafter amended.
 - 1.2 Delegate to the County the following:
 - 1.2.1 The power to determine eligibility for licenses issued under the terms of the City ordinance, subject to the review power of the King County Board of Appeals.

1.2.2 The power to enforce the terms of the City ordinance, including the power to deny, suspend or revoke licenses issued thereunder, subject to the conditions set forth in the City ordinance, and subject to the review power of the King County Board of Appeals.

1.3 Nothing in this agreement is intended to divest the City of authority to issue notices of violation 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.

1.4 Except as to Sections 1.2.1 and 1.2.2, the services 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 County Responsibilities. The County agrees to act as the City's agent through the Records, Elections and Licensing Services Division to perform the following in accordance with enabling ordinances and Records, Elections and Licensing Services Division administrative procedures:

2.1 Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to taxicabs and for-hire vehicles and drivers.

2.2 Provide the same degree, type and level of service as is customarily provided to residents of unincorporated King County.

2.2 The rendition of such service, the standards of performance, the discipline of employees, and all other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. 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 County Administrative Officer of the King County Department of Executive Services shall be final and conclusive in all respects as between the parties hereto.

3 Compensation and Method of Payment.

3.1 The County shall retain all fines and fees collected pursuant to the licensing of taxicabs and for-hire vehicles and the drivers thereof. No additional compensation will be due from the City.

3.2 The parties agree that all fines levied by the court of competent jurisdiction or civil penalties assessed by the County Administrative Officer of the Department of Executive Services or violation of city ordinances regulating the taxicab and for-hire vehicle business and for-hire drivers shall become the property of the County.

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4 Duration. This agreement shall be effective one year from the date of execution 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 modification of this agreement shall be 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 County personnel, standards of performance of this agreement, 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 Superintendent of the King County Licensing Services Section.

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, suit, 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, action, 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 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, 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 Records, Elections, and Licensing 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 MAPLE VALLEY

King County Executive

City Manager

12/26/02
Date

07/29/02
Date

Approved as to Form

Approved as to Form

King County Deputy
Prosecuting Attorney

City Attorney
LISA M. MARSHALL

10/25/02
Date

7-19-02
Date