



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19310

Proposed No. 2021-0204.2

Sponsors McDermott

1 AN ORDINANCE relating to the electric scooter share
 2 pilot program; amending Ordinance 18989, Section 2, as
 3 amended, Ordinance 18989, Section 6, as amended, and
 4 Ordinance 18989, Section 8, as amended, and adding a new
 5 section to Ordinance 18989.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Ordinance 18989, Section 2, as amended, is hereby amended to
 8 read as follows:

9 The executive shall establish a scooter share pilot program in the North Highline
 10 urban unincorporated area in King County (~~for up to one year~~). The start date for the
 11 pilot program, meaning the date upon which shared scooters offered for hire under the
 12 pilot program become available to the public for use, should occur by the effective date
 13 of this ordinance. The pilot program shall expire March 31, 2023. Scooter share pilot
 14 program development, implementation and administration authority shall be delegated by
 15 the executive to the division. The division shall work in consultation and coordination
 16 with other county agencies, including, but not limited, to the Metro transit department,
 17 the parks and recreation division, the department of local services and public health -
 18 Seattle & King County, regarding development, implementation and enforcement criteria
 19 for the scooter share pilot program. The division shall also consult disability rights

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20 groups and local North Highline community groups for input throughout the scooter
21 share pilot program.

22 SECTION 2. Ordinance 18989, Section 6, is hereby amended to read as follows:

23 A. The executive shall solicit public and community feedback throughout the
24 pilot period and monitor the usage and costs associated with the scooter share pilot
25 program. Feedback must be solicited in multiple languages, including, but not limited to,
26 English and Spanish. The executive should get feedback from both scooter share pilot
27 program users and people who do not use the scooter share pilot program with the goal of
28 understanding issues such as the reasons for using electric motorized foot scooters, the
29 mode of transportation replaced by an electric motorized foot scooter ride, ease and
30 barriers of use, responsiveness of the county and operators to questions and concerns,
31 infrastructure needs, parking issues and similar issues. The executive shall report twice
32 to the council on scooter share pilot program implementation. The first report is due by
33 no later than six months from the program's start date. The second report is due by no
34 later than ~~((nine))~~ three months from the program's ~~((start))~~ end date.

35 B. Each report must contain the most current information available on scooter
36 share pilot program feedback, usage and costs, including, but not limited to, the
37 following:

- 38 1. The total number of shared scooter trips taken during the pilot period;
- 39 2. Trips per shared scooter per day;
- 40 3. Shared scooter availability, reliability and distribution;
- 41 4. Usage patterns by time of day, day of week;
- 42 5. Trip duration;

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- 43 6. Spatial patterns to understand the most popular routes;
- 44 7. Anonymized user demographic data;
- 45 8. The number of any reported parking and operating violations;
- 46 9. The number and description of any reported safety incidents;
- 47 10. Operator average response time for maintenance, hazard reports and shared
- 48 scooter redistribution requests;
- 49 11. An equity analysis, including but not limited to a description of how the
- 50 scooter share pilot program relates to or supports one or more of the determinants of
- 51 equity identified in ordinance 16948, a description of any gaps in access to the scooter
- 52 share pilot program based on race, class, gender, ability or language spoken and a
- 53 description of any other impacts to the community in the North Highline urban
- 54 unincorporated area;
- 55 12. An analysis of shared scooter usage for first/last mile connections to transit,
- 56 including availability and reliability of shared scooters within a mile of transit hubs and
- 57 whether there are any impacts to transit ridership during the pilot period associated with
- 58 shared scooter usage;
- 59 13. A summary of public and user scooter share pilot program feedback
- 60 received by the operators and the county; ~~((and))~~
- 61 14. A summary of any costs to the county relating to scooter share pilot program
- 62 development, implementation and administration; and
- 63 15. A list of local jurisdictions that have entered into an interlocal agreement
- 64 with the county to participate in the pilot program, if any, and a summary of the
- 65 opportunities and lessons learned by including local jurisdictions in the scooter share
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66 pilot program.

67 C. The second report must additionally include an analysis of emerging lessons
68 learned from scooter share pilot programs in other select jurisdictions, and the
69 recommendation of the executive as to whether the county's scooter share pilot program
70 should either continue or expand, or both, beyond the pilot period. If the
71 recommendation of the executive is to continue, to expand or to continue and expand the
72 scooter share pilot program beyond the pilot period, then the executive must transmit
73 proposed legislation to the council to effectuate the recommendation, including an
74 implementation plan and, if needed, applicable fee approval or supplemental
75 appropriation request legislation. The executive's recommendation should consider
76 procurement and permitting processes, number of vendors, system size, coverage area,
77 infrastructure and parking management needs, a maximum speed limit, performance
78 evaluation and data requirements, staffing needs, fees, equity and community
79 considerations including accessibility needs, transit integration and technology needs.

80 D. The executive shall file each report required by this section in the form of a
81 paper original and an electronic copy with the clerk of the council, who shall retain the
82 original and provide an electronic copy to all councilmembers, the council chief of staff,
83 the policy staff director and the lead for the mobility and environment committee, or its
84 successor.

85 SECTION 3. Ordinance 18989, Section 8, as amended, is hereby amended to
86 read as follows:

87 ~~((This \emptyset))~~Ordinance 18989, as amended, expires ~~((one year from the start date of~~
88 ~~the pilot program, meaning one year from the date upon which shared scooters offered~~

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89 ~~for hire under the pilot program become available to the public for use))~~ March 31, 2023.

90 NEW SECTION. SECTION 4. There is hereby added to Ordinance 18989 a new
91 section to read as follows:

92 If the executive determines that the pilot program could benefit by expanding the
93 pilot area to include one or more local jurisdictions, the county executive is hereby

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94 authorized to enter into an interlocal agreement in substantially the same form as
95 Attachment A to this ordinance for the provision of scooter share pilot program services.

96

Ordinance 19310 was introduced on 6/1/2021 and passed by the Metropolitan King County Council on 6/29/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:
Claudia Balducci
7E1C273CE9994B6...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:
Angel Allende for
C267B914088E4A0...
Melani Pedroza, Clerk of the Council

APPROVED this ____ day of 7/16/2021, _____.

DocuSigned by:
Dow Constantine
4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. INTERLOCAL AGREEMENT BETWEEN King County and the City of _____ for Shared Scooter Regulatory Services, dated June 23, 2021

**INTERLOCAL AGREEMENT BETWEEN
King County and the City of _____
for Shared Scooter 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 the City of _____, 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 authority to regulate the business of operating scooter share transportation services within their respective boundaries; and

WHEREAS, the business of operating shared scooters presents transportation opportunities and permitting issues of a multijurisdictional nature; and

WHEREAS, it is desirable to protect the interests of the County, the City and the public to pilot a program for a uniform system of permitting shared scooter transportation services; and

WHEREAS, the County and its employees are well-qualified and able in matters relating to the permitting and enforcement of laws relating to the conduct of shared scooter transportation services; and

WHEREAS, the City desires to participate in the County's shared scooter pilot program, with a regional approach to regulation and enforcement of laws relating to shared scooter transportation services, and the City desires to obtain the assistance of the County to provide these services; 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 shared scooter regulatory transportation services.

NOW THEREFORE, the County and City hereby agree:

1. Definitions. Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - a. "Agreement" means this Interlocal Agreement.
 - b. "Director" means the director of the Records and Licensing Services Division of the King County Department of Executive Services or the director's designee.
 - c. "Parties" means the City and the County.
 - d. "Shared Scooters" or "Scooters" means electric motorized foot scooters offered for hire as part of a fleet available to the public in publicly accessible places.
 - e. "Shared Scooter Transportation Regulatory Services" means the services described in Section 3 (County Responsibilities), as part of the County's scooter share pilot program.

2. City Responsibilities. The City shall:

- a. Promptly enact an ordinance (hereinafter “the City Ordinance”) that adopts by reference King County Ordinance_____ (hereinafter “the County Ordinance”) and any King County administrative rules (hereinafter “the Rules”) promulgated pursuant to the County Ordinance.
- b. Promptly review any revisions to the County Ordinance and any amendments to the Rules after this Agreement is signed, and either adopt them by reference or promptly notify the Director of the City’s intention otherwise.
- c. Delegate to the County the following:
 - i. The power to determine eligibility for limited-use permits (hereinafter “permits”) issued under the terms of the City Ordinance.
 - ii. The power to enforce the terms of the City Ordinance, including the power to deny, modify, temporarily suspend, or terminate any permits issued thereunder.
 - iii. The power to conduct administrative appeals of those County permitting determinations made and enforcement actions taken on behalf of the City. Such appeals shall be conducted on behalf of the City by the King County Hearing Examiner or the County’s successor administrative appeals body or officer unless either the City or the County determines and notifies the County that a particular matter shall be heard by the City.
 - iv. Nothing in this Agreement is intended to divest the City of authority to issue notices of violation and court citations for violations of city ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or the City.

3. County Responsibilities. The County Records and Licensing Services Division shall act as the City’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 permitting and enforcement of the City Ordinance pertaining to Shared Scooters.
- b. The County shall promptly advise the City of any revisions to the County Ordinance and of any amendments to the Rules after this Agreement is signed.

4. Compensation and Method of Payment.

- a. The County shall retain all fines and fees collected pursuant to the permitting of Shared Scooters. No additional compensation will be due from the City. This provision shall not apply to business license fees collected by the City.
- b. The Parties agree that all fines levied by a court of competent jurisdiction or civil penalties assessed by the Director for violation of the City Ordinance regulating Shared Scooters shall become the property of the County.

5. Duration. This Agreement shall be effective for one year from the date of execution and shall automatically renew from year to year, until March 31, 2023, when King County's Scooter Share Pilot Program is scheduled to end. This Agreement may be terminated earlier by either party providing sixty (60) days' written notice to the other party to terminate this Agreement, with or without cause, immediately after the sixty (60) days. This Agreement may be terminated by the County for lack of appropriation authority or lack of authority to continue the Scooter Share Pilot Program by providing thirty (30) days' written notice to the City.
6. 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.
7. Mutual Covenants. The Parties understand and agree that the County is acting hereunder as an independent contractor and that:
 - a. Control of County personnel, standards of performance of this Agreement, discipline, and all other aspects of performance shall be governed entirely by the County.
 - b. 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 City.
 - c. The County contact person for the City regarding all issues that may arise under this Agreement, including but not limited to citizen complaints, service requests and general information on Shared Scooter Transportation Regulatory Services is the Director.
 - d. The services provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at City expense.
8. 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 Director shall be final and conclusive in all respects.
9. Indemnification and Hold Harmless.
 - a. City Held Harmless. The County shall indemnify and hold harmless the City 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 City, the County shall defend the same at its sole cost and expense; provided that the City 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 City, and its officers, agents, and employees, or any of them, or jointly against the City 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 City 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 City, its officers, agents, and employees, or any of them and in the

performance of the City'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 City 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 City and their respective officers, agents, and employees, or any of them, the City 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 City Ordinances, Policies, Rules and Regulations. 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 that arises in whole or in part as a result of the application of City 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 City 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 City ordinance, policy, rule or regulation is at issue, 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 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.
- 10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties only, and no third party shall have any rights hereunder.
 - 11. Administration. This Agreement shall be administered by the Director or the Director's designee, and the Mayor or the Mayor's designee.
 - 12. Amendments. This Agreement may be amended at any time by mutual written agreement of the Parties.
 - 13. 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.
 - 14. Survivability. Notwithstanding any provision ion this Agreement to the contrary, the provisions of Section 9 (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

Certificate Of Completion

Envelope Id: 4A12B488BBE04EF1A365EB36CF498AF9	Status: Completed
Subject: Please DocuSign: Ordinance 19310.docx, Ordinance 19310 Attachment A.docx	
Source Envelope:	
Document Pages: 6	Signatures: 3
Supplemental Document Pages: 5	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

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Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

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 Supplemental Documents:

Ordinance 19310 Attachment A.docx

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Angel Allende for
 angel.allende@kingcounty.gov
 Deputy Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

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Ordinance 19310 Attachment A.docx

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 Dow.Constantine@kingcounty.gov
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 Supplemental Documents:

Ordinance 19310 Attachment A.docx

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		Accepted: Not Required
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Bailey Bryant bailey.bryant@kingcounty.gov 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: 7/7/2021 9:06:13 AM Viewed: 7/7/2021 9:31:25 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2021 3:04:35 PM
Certified Delivered	Security Checked	7/16/2021 3:53:16 PM
Signing Complete	Security Checked	7/16/2021 3:53:38 PM
Completed	Security Checked	7/16/2021 3:53:38 PM
Payment Events	Status	Timestamps
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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:

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO King County ITD as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO King County ITD during the course of my relationship with you.