

FOR IMMEDIATE RELEASE – Tuesday, June 28

Port of Seattle violated Open Meetings Act with proposed contract, STITA says in new legal filing

Seattle – By substantially altering its proposed contract with Yellow Taxi for on-demand taxi service at Sea-Tac Airport behind closed doors and without a vote by Port commissioners, the Port of Seattle has violated the state’s Open Public Meetings Act.

On Monday afternoon, STITA (the Seattle Tacoma International Taxi Association) filed that claim and other new legal claims against the Port of Seattle.

STITA is asking the court to issue an injunction preventing the Port from entering into the proposed contract with Yellow Taxi on grounds that Port staff and executives acted outside the scope of their authority and violated their own rules and criteria set out in the Port’s Request for Proposals. At a minimum, the open meetings law requires that Port staff must bring this new contract document to the Port Commissioners for “final action.”

“The Port’s not even playing by the rules it made for bidding this contract. The more we learn about what really went on behind closed doors, the more shocked we are,” said Jesse Buttar, a spokesman for STITA.

STITA also is asking the court to disqualify Yellow Taxi’s bid as well as a “Joint Venture” bid with Yellow as the dominant partner. Based on the Port’s own minimum qualifications, the Joint Venture should never have been evaluated because it has no Washington State business license. Instead, it was scored second highest.

STITA alleges that Yellow Taxi invented the Joint Venture as a shell entity just three days before the due date in order to win the bid for itself one way or another.

This latest legal action is a cross-claim to a lawsuit brought by Farwest Taxi against Yellow Taxi and the Port of Seattle. The Port faces two lawsuits stemming from the December 2009 awarding of the on-demand taxi contract at Sea-Tac Airport to Yellow Taxi, which ended a 20-year relationship with STITA cab drivers.

STITA claims the Port and Yellow Taxi altered the pending contract in Yellow Taxi’s favor by making a number of major changes, including:

- Capping the daily fines for being more than five minutes late for a pickup at \$500 a day instead of a potential \$100,000 a day (a cap of \$50 an instance up to 10 times vs. \$50 for up to 2,000 trips).
- Pushing back the security deposit of \$900,000 to be delivered 20 days from the start of the concession instead of when the contract is signed.
- Weakening the minimum guarantee amount of \$3.67 million with a provision excusing performance under certain conditions beyond Yellow’s control.
- Modifying ‘deadheading’ reduction to be measured on an annual instead of a monthly basis and changing the standard for evaluation to a “good faith effort,” not results.

The Port adopted those changes at the behest of Yellow Taxi in a closed door meeting without – as its own RFP rules state – giving notice to other bidders of the change in requirements, or reevaluating all proposals in light of the changes, or resubmitting the decision to the Commissioners in an open meeting.

“Everything points to the Port of Seattle to go back to the drawing board, and clean up this mess,” Buttar said. “We’re not asking for them to give us the contract, but to give us a level playing field. This has been stacked against STITA from the beginning.”

In a second legal case, STITA plans to file an appeal with the state Supreme Court to continue a stay that has prevented the Port from signing a contract with Yellow Taxi since early February.

[For more information on STITA, see stitataxi.com](http://stitataxi.com)

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