



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**June 25, 2012**

**Ordinance 17357**

**Proposed No. 2012-0189.1**

**Sponsors Lambert**

1           AN ORDINANCE authorizing the King County executive  
2           to execute an interlocal agreement with the city of Seattle  
3           to clarify the duties of local law enforcement agencies with  
4           respect to the streetcar operations and maintenance.

5           STATEMENT OF FACTS:

- 6           1. On July 20, 2007, the city of Seattle and the King County metro transit  
7           division entered into an agreement for Seattle streetcar operations and  
8           maintenance.
- 9           2. Ordinance 15860 authorized the executive to execute said agreement.
- 10          3. Subsequent to the start of streetcar operations, a need has arisen to  
11          clarify the respective duties of local law enforcement agencies with  
12          respect to the streetcar.
- 13          4. The parties intend to modify the 2007 agreement concerning the  
14          respective duties of local law enforcement agencies with respect to the  
15          streetcar.

16          BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

17          SECTION 1. The executive is hereby authorized to enter into an interlocal  
18          agreement with the city of Seattle, substantially in the form of Attachment A to this

19 ordinance, to clarify the duties of local law enforcement agencies with respect to the  
20 streetcar.

21 SECTION 2. The appropriate county officials, agents, and employees are hereby  
22 authorized to take all actions necessary to implement the agreement, and all actions  
23 heretofore taken by county officials, agents and employees consistent with the terms and  
24 purposes of the agreement are hereby ratified, confirmed and approved.

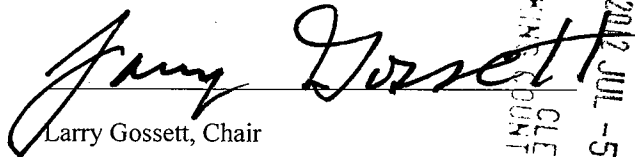
25 SECTION 3. If any one or more of the covenants or agreements provided in this  
26 ordinance to be performed on the part of the county shall be declared by any court of  
27 competent jurisdiction to be contrary to law, then the covenant or covenants and  
28 agreement or agreements, are null and void and shall be deemed separable from the

29 remaining covenants and agreements of this ordinance and shall in no way affect the  
30 validity of the other provisions of this ordinance or of the agreement.  
31


Ordinance 17357 was introduced on 5/21/2012 and passed by the Metropolitan King  
County Council on 6/25/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson,  
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott  
No: 0  
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair


ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Council

RECEIVED  
2012 JUL -5 PM 4:02  
KING COUNTY COUNCIL  
CLERK

APPROVED this 5 day of July, 2012.

  
\_\_\_\_\_ Dew Constantine, County Executive

**Attachments:** A. Amendment #1 to Seattle Streetcar Operations and Maintenance

AMENDMENT #1 to SEATTLE STREETCAR OPERATIONS AND MAINTENANCE  
INTERLOCAL AGREEMENT

By and between

THE CITY OF SEATTLE

And

KING COUNTY

This Amendment to the Seattle Streetcar Operations & Maintenance Interlocal Agreement (“Amendment”) is made and entered into by the City of Seattle (“City”), and King County (“County”), (jointly referred to as “Parties”).

**RECITALS**

Whereas, the Parties entered into an Interlocal Agreement concerning Seattle Streetcar Operations and Maintenance in August, 2007;

Whereas, subsequent to the Seattle Streetcar (“Streetcar”) becoming operational a need has arisen to clarify the respective duties of the Parties regarding public safety and security matters;

Whereas, the parties agree that the Seattle Police Department shall be the primary law enforcement agency charged with providing public safety services that arise in the operation of the Streetcar.

Whereas, the Parties further agree that such responsibilities shall include, but not be limited to, serving as the primary law enforcement agency in accident investigation, responding to calls for law enforcement, and providing security services.

Whereas, the Parties acknowledge that the Seattle Police Department may seek assistance from the King County Sheriff’s Office in performing its law enforcement, public safety and security activities.

Whereas, it is the parties’ intent to modify the August 2007 Agreement concerning Streetcar operations, as set forth below;

NOW, THEREFORE, in consideration of the mutual terms and obligations contained herein and in the August 2007 Agreement, the Parties agree as follows:

1) Section 11 of the Agreement is amended to read as follows:

**11.0 Security**

The City shall be responsible for providing all security and law enforcement on the Seattle Streetcar and Streetcar Stations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

**King County**

**City of Seattle**

\_\_\_\_\_  
**Dow Constantine**  
**King County Executive**

\_\_\_\_\_  
**Michael P. McGinn**  
**Mayor of Seattle**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to form:**

**Approved as to form:**

\_\_\_\_\_  
**Deputy Prosecuting Attorney**

\_\_\_\_\_  
**Assistant City Attorney**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_