



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

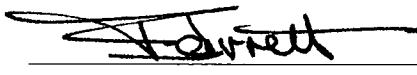
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KING COUNTY COUNCIL
CLERK

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of July, 2012.



Dew Constantine, County Executive

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

2012-0189 - 17357

Attachment A

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: _____