

RESOLUTION R-3141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING CONTRACT WITH KING COUNTY RELATING TO THE LICENSING AND REGULATION OF THE ACTIVITIES OF PRIVATE INVESTIGATORS AND PRIVATE SECURITY PERSONNEL OR GUARDS, AND PROVIDING FOR KING COUNTY ENFORCEMENT OF KIRKLAND ORDINANCE 2270 (KMC CHAPTER 7.28).

Whereas, King County and the City of Kirkland have jurisdiction to regulate the activities of private security personnel, including but not by way of limitation, private guards, merchant patrol and detectives within their respective boundaries; and

Whereas, the business of private security presents peculiar licensing and law enforcement problems of a multi-jurisdictional nature; and

Whereas, it is desirable in order to adequately protect the interest of King County and the City of Kirkland and the citizens in residence thereof to provide for a uniform county-wide system of licensing such private security activities and the persons therein engaged; and

Whereas, the county and its employees are well qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of the private security business; and

Whereas, the City desires to obtain the assistance of King County and King County is ready, willing and able to act to assist the City in matters relating to such licensing and enforcement of laws, including City of Kirkland Ordinance 2270 (Kirkland Municipal Code, Chapter 7.28), now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager for the City of Kirkland pursuant to Section 2 of Kirkland Ordinance 2270, is authorized and directed to sign for the City of Kirkland, a contract with King County providing for the enforcement of Kirkland Ordinance 2270 (Kirkland Municipal Code, Chapter 7.28) relating to private investigators and other private security personnel, and the licensing thereof. A copy of the contract for the calendar year 1985 is attached to the original copy of this resolution and by this reference incorporated herein.

Section 2. The City Manager is further authorized to sign any annual renewals of said contract on the same or substantially similar terms and conditions as the contract herein approved.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 4th day of February, 1985.

Signed in authentication thereof this 4th day of February, 1985.

*Loris Cooper*  
\_\_\_\_\_  
MAYOR

ATTEST:

*Janice Berry* **DEPUTY CLERK** *for*  
\_\_\_\_\_  
Director of Administration & Finance  
(ex officio City Clerk)

1           THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of  
2 \_\_\_\_\_, 19\_\_\_\_, between KING COUNTY, State of Washington,  
3 hereinafter called the "County", and the CITY OF KIRKLAND, Washington, a non-  
4 charter code city, hereinafter called the "City", under authority of Title  
5 39, Revised Code of Washington, and particularly RCW 39.34.080, King County  
6 Ordinance No. 1888 and City of Kirkland Ordinance No. 2270.

7           WITNESSETH:

8           WHEREAS, the County and the City have jurisdiction to regulate the  
9 activities of private security personnel including, but not by way of limi-  
10 tation, private guards, merchant patrolmen, and detectives within their  
11 respective boundaries; and

12           WHEREAS, the business of private security presents peculiar  
13 licensing and law enforcement problems of a multi-jurisdictional nature; and

14           WHEREAS, it is desirable in order to adequately protect the interest  
15 of the County and the City, and the citizens thereof, to provide for a uni-  
16 form County-wide system of licensing such private security activities and  
17 the persons therein engaged; and

18           WHEREAS, the County and its employees and more particularly the  
19 Business License Section, Division of General Services, Department of  
20 Executive Administration, are well qualified and able in matters relating  
21 to the licensing and enforcement of laws relating to the conduct of the  
22 private security business; and

23           WHEREAS, the City desires to obtain the assistance of the County  
24 in matters relating to the licensing and enforcement of laws relating to  
25 the conduct of the private security business and the persons engaged in  
26 such activities; and

27           WHEREAS, the County is ready, willing and able to act to assist  
28 the City in matters relating to such licensing and enforcement of such laws.

1 NOW, THEREFORE, in consideration of payments, mutual agreements,  
2 and covenants hereinafter contained and subject to the terms and con-  
3 ditions hereinafter stated, it is hereby understood and agreed by the par-  
4 ties hereto as follows:

5 1. The City has enacted and shall amend from time to time  
6 Ordinance No. 2270, which is substantially similar to King County Ordinance  
7 No. 1492, as now or hereafter amended.

8 2. The City shall delegate the power to determine eligibility for  
9 licenses under the terms of the above mentioned City Ordinance to the  
10 Director of the King County Department of Executive Administration and their  
11 authorized representatives subject to the conditions set forth in the above  
12 mentioned City Ordinance and subject to the review power of the King County  
13 Board of Appeals.

14 3. The City shall delegate the power to enforce the terms of the  
15 above mentioned City Ordinance including the power to suspend or revoke  
16 licenses issued thereunder, to the Director of the King County Department  
17 of Executive Administration and their authorized representatives subject to  
18 the conditions set forth in the above mentioned City Ordinance and subject  
19 to the review power of the King County Board of Appeals. The power and  
20 duty to issue notices of violation and court citations for violations of  
21 the above mentioned City Ordinance shall be jointly exercised by the  
22 Director of the King County Department of Executive Administration and  
23 their authorized representatives and the City of Kirkland. Not  
24 withstanding the fact that any misdemeanor complaint filed or misdemeanor  
25 citation issued by the King County in the performance of its respon-  
26 sibilities under this Contract will allege a violation of the above men-  
27 tioned Kirkland Ordinance, such complaint or citation shall be issued in  
28 the name of and prosecuted by and on behalf of the State of Washington.  
29 All fines and forfeitures resulting from such County initiated prosecutions  
30 shall belong to King County.

1           4. The County shall perform, to the best of its ability, all ser-  
2 vices relating to licensing and enforcement of City Ordinance relating to  
3 private security activities and the persons conducting same and the above  
4 mentioned City Ordinance. Except as otherwise hereinafter provided for,  
5 the minimum level of service which will be provided shall be the same mini-  
6 mum level of service that is and shall be hereinafter during the terms of  
7 this agreement provided for the unincorporated areas of the County by the  
8 afore mentioned King County Department of Executive Administration.

9           5. The rendition of such services, the standards of performance,  
10 the discipline of employees and all other matters incident to the perfor-  
11 mance of such services and the control of personnel so employed shall  
12 remain in the County. In the event of a dispute between the parties as to  
13 the extent of the services to be rendered hereunder, or the minimum level  
14 or manner of performance of such service, the determination of the Director  
15 of the King County Department of Executive Administration shall prevail unless  
16 within ten days of such determination made in writing, the City files a  
17 written notice of appeal with the Director. Copies of such notice shall  
18 also be filed with the King County Executive and the Mayor of Kirkland. In  
19 such event, the dispute shall then be submitted for review to a three  
20 member panel composed of the County Executive, the City Mayor and a third  
21 member of their choosing who shall not be an officer or employee of either  
22 King County or the City of Kirkland. A decision or determination agreed  
23 upon by a majority of said panel shall be final and conclusive in all  
24 respects as between the parties hereto.

25           6. The City agrees that all fees collected by the County pursuant  
26 to the licensing and registration of private security persons shall be and  
27 remain the property of the County subject to the provisions of Clause 7 of  
28 this contract.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

7. The County shall pay over to the City on a yearly basis the sum of:

- a. \$50.00 for each Class A License issued to an agency having its principal office in the City;
- b. \$50.00 for each Class B License issued to each person or agency having as his principal office or place of business a location within the City;
- c. \$83.33 for each Class C License having its principal place of operation within the City.

8. The parties agree that all fines levied by a court of competent jurisdiction for violation of the City Ordinance subject to this agreement shall become the property of King County unless the Complaint or Citation issued for such violation was issued by the City of Kirkland.

9. All liabilities for salaries, wages, and other compensation, injury, sickness, liability to the public for intentional or negligent acts or any other liability arising from the performance of the King County Business License Section hereunder shall be that of the County. To such purpose, the County shall save the City harmless from any liability arising from performance of the King County Business License Section.

10. Neither party, its officers or employees shall assume any liability for the intentional or negligent acts of the other party or any of its officers or employees. As to the obligations and responsibilities assumed by or allocated to each party pursuant to this agreement, said parties shall secure and maintain with responsible insurers such insurance as is customarily maintained by public bodies with respect to the operation and enforcement of the Government Services being the subject matter of this contract and the incidents thereto, all to the extent that such insurance

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

can be secured and maintained at reasonable cost. Upon request, each party shall make available to the other party a certificate of such insurance when in force.

11. Either party shall have the right to cancel this agreement at any time upon the giving of 30 days written notice to the other of such cancellation. In the event of such cancellation, all monies allocated under this Agreement shall become immediately due and payable. The cancellation of this Agreement shall not affect the validity of any license issued pursuant to City Ordinance No. 2270 as now or hereafter amended.

12. Unless sooner terminated as provided for herein, this agreement shall be effective January 1, 1985 and shall terminate on December 31, 1985. It is further agreed that should both parties desire to continue this Agreement after said termination date, this Contract may be renewed for the period of one year on the same terms and conditions upon the giving of written notice by either party to the other not less than 30 days before the expiration of this Agreement.

13. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. The parties further agree that no liability shall attach to either of the parties by reason of entering into this contract except as expressly provided therein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

KING COUNTY

CITY OF KIRKLAND

BY \_\_\_\_\_  
County Executive

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Lauraine D. Brekke, Director  
Department of Executive Administration

APPROVED AS TO FORM:

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33