

RESOLUTION NO. R - 2277

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN AGREEMENT TO HOLD HARMLESS THE COUNTY OF KING AS TO THE IMPROPER EXERCISE OF COUNTY POLICE COMMISSIONS GRANTED TO KIRKLAND CITY POLICE OFFICERS.

WHEREAS, from time to time in the course of routine activities, it is highly desirable and advantageous for City police officers to have police authority extending beyond the Kirkland City Limits, and

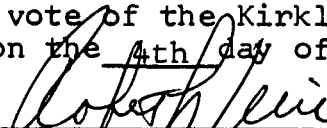
WHEREAS, the County of King acting through its Sheriff, Director of Public Safety, has issued county police commissions to Kirkland police officers thereby conferring county-wide police authority, and

WHEREAS, the county, in consideration thereof, has requested the City of Kirkland to hold harmless, indemnify and defend the county, its elected and appointed officers, employees and agents, harmless from any liability or claim of liability which might arise out of the exercise of such county police authority by Kirkland policemen.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

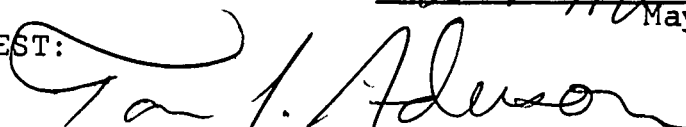
Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement to hold harmless, indemnify and defend the County of King as to any liability or claim of liability which might arise out of the exercise or alleged exercise by a city employee of police authority by virtue or under color of a county police commission while said city employee is acting within the scope of his city employment. A copy of said save harmless agreement is attached to the original of this Resolution and by this reference incorporated herein.

Adopted by a majority vote of the Kirkland City Council in regular open meeting on the 4th day of November, 1974.



 Mayor

ATTEST:



 Director of Administration and Finance
 (ex officio City Clerk)

AGREEMENT TO HOLD HARMLESS, INDEMNIFY AND DEFEND

1 King County, a charter county government under the Constitu-
2 tion of the State of Washington, hereinafter referred to as "the
3 County", maintains a police department through the authority of
4 the County Executive, and his Director of Public Safety and Ex-
5 officio Sheriff. Said Sheriff-Director has the authority to
6 issue police commissions in his complete discretion, and may
7 issue such commissions for special or limited purposes. The
8 City of Kirkland, a corporation under the laws of the
9 State of Washington formed for public purposes, hereinafter
10 referred to as "the City", possesses all appropriate powers con-
11 ferred by the State of Washington and exercises its authority by
12 designating certain employees to fulfill its duties and to act
13 for it within its territorial jurisdiction.

14 From time to time in the course of routine activities, it is
15 highly desirable and advantageous to the City for some or all of
16 its employees to have police authority extending beyond its
17 territorial jurisdiction. To this end, the Sheriff-Director has
18 issued County Police commissions to some or all of these
19 employees of the City, thereby conferring county-wide police
20 authority as fully as if those employees were County Police
21 officers.

22 For and in consideration of the issuance and continued
23 maintenance in force of the commissions hereinabove described,
24 the City agrees to hold the County, its elected and appointed
25 officers, employees and agents harmless from any liability or
26 claim of liability which might arise out of the exercise or
27 alleged exercise by a City employee of police authority by
28 virtue or under color of a County Police commission, while said
29 city employee is acting within the scope of his city employment.
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The City further agrees to defend the County, its elected or appointed officers, employees and agents against such claims of liability without cost, or to reimburse the County for the cost of defense against any such claim, and to indemnify them fully for any liability or defense described above.

City of Kirkland
Name of Corporation

by: *Allen B. Locke*

Allen B. Locke, City Manager
Typed or printed name and title

ATTEST:

Tom J. Anderson

Tom J. Anderson, Dir. of Admin. & Finance
Typed or printed name and title