

RESOLUTION R 3323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
APPROVING AN AMENDMENT TO THE CONTRACT WITH KING COUNTY FOR JAIL
SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AMENDMENT

Whereas, pursuant to the Interlocal Cooperation Act RCW
Chapter 39.34, and the City/County Jails Act RCW Chapter 70.48 as
amended, the City of Kirkland and King County have agreed to
enter into a contract for jail services to be provided by King
County through June 30, 1991; and

Whereas, the Jail Advisory Committee created by said
Interlocal Agreement has recommended a modification to said
Agreement with regard to the indemnification/hold harmless
provisions as to claims which might be made by the employees of
one party against the other party; and

Whereas, said proposed amendment has the recommendation of
the Kirkland Police Department; 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
amendment to the existing contract with King County for jail
services, copy of which is attached to the original of this
Resolution, and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in
regular, open meeting this 3rd day of November, 1986.

Signed in authentication thereof this 3rd day of November,
1986.

Doris Cooper
MAYOR

ATTEST:

Janice Pacey
DEPUTY
CLERK
Director of Administration & Finance
(ex officio City Clerk)



CONTRACT AMENDMENT

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PROJECT NAME CONTRACT FOR JAIL SERVICES
AGENCY/CONTRACTOR DAD/SUBURBAN CITIES
C205 King County Courthouse
ADDRESS 516 Third Avenue
Seattle, WA 98104

CONTRACT NO. _____
DATE ENTERED _____
AMENDMENT NO. _____
DATE ENTERED _____

AMENDMENT REQUESTED BY
JAIL ADVISORY COMMITTEE
Organization
H. DEAN OLSON
Name

AMENDMENT EFFECTS	
<input type="checkbox"/> Scope of Services	<input type="checkbox"/> Method of Payment
<input type="checkbox"/> Time of Performance	<input type="checkbox"/> Reliance
<input type="checkbox"/> Compensation	<input checked="" type="checkbox"/> Terms & Conditions
<input type="checkbox"/> Results of Services	<input type="checkbox"/>

In consideration of the mutual rights and obligations contained therein, Section VI (of the above-referenced contract) is amended by adding new language as follows:

VI. A. beginning at p. 6, line 3:

"The City agrees that its obligations under this subsection extend to any claim, demand or cause of action brought by or on behalf of any employee of the City against the County, its officers, agent or employees, and includes any judgment, award and cost arising therefrom, including attorney's fees."

VI. B. beginning at p. 6, line 21;

"The County agrees that its obligations under this subsection extend to any claim, demand or cause of action brought by or on behalf of any employee of the County against the City, its officers, agent or employees, and includes any judgment, award and cost arising therefrom, including attorney's fees."

IN WITNESS HEREOF, The parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY, WASHINGTON
By [Signature]
Title County Executive
Date 9/30/86

ACKNOWLEDGEMENT & ACCEPTANCE	
AGENCY / CONTRACTOR	
By	_____
Title	_____
Date	_____