

RESOLUTION NO. R 2986

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, AN INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF BELLEVUE, ISSAQUAH, KIRKLAND, MERCER ISLAND AND REDMOND TO PROVIDE FOR THE ESTABLISHMENT AND USE OF AN INTERLOCAL DRUG FUND AS AUTHORIZED IN RCW 9.92.060 AND RCW 9.95.210, AND DESIGNATING THE BELLEVUE DISTRICT COURT AS THE ADMINISTRATOR OF SAID FUND.

Whereas, the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond are cooperatively involved in a comprehensive drug enforcement effort which is having a significant impact on drug trafficking in the geographical area of King County, east of Lake Washington; and

Whereas, drug enforcement efforts have and will continue to cause substantial monetary demands to be made on the public treasuries of the participating cities; and

Whereas, the Washington State legislature has enacted legislation empowering all state courts to require as a condition of probation or suspension of sentence that convicted persons make monetary payments into an interlocal drug fund; and

Whereas, the cities in cooperation with the district justice courts having jurisdiction over their misdemeanor and gross misdemeanor drug-related cases, wish to establish such an interlocal drug fund with standardized procedures for the imposition, collection, administration and utilization of such funds that will protect the confidential nature of the on-going criminal investigations and maintain an audit trail so that funds can be accounted for, now, therefore,

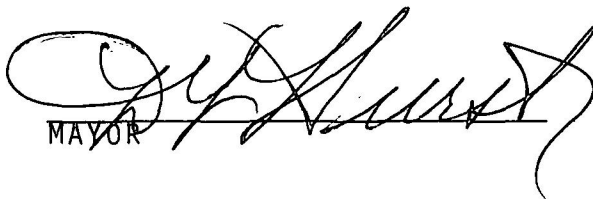
Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Council of the City of Kirkland approves the concept of an interlocal drug fund established in accordance with the agreement for establishment and use of interlocal drug fund, copy of which is attached to this resolution as Exhibit A and by this reference incorporated herein.


Section 2. Pursuant to the authority given to the City of Kirkland to enter into interlocal governmental agreements by RCW 39.34.030, the Kirkland City Council hereby authorizes and directs the City Manager for the City of Kirkland, to sign on behalf of the City of Kirkland, that certain agreement attached to this resolution as Exhibit A for the establishment, use, and administration of an interlocal drug fund, which agreement is to be entered into by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond and agreed to by the Northeast District Justice Court and the Bellevue District Justice Court.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 20th day of December, 1982.

Signed in authentication thereof this 20th day of December, 1982.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)



*final draft
as approved
11-30-82*

18507E/md

AGREEMENT
REGULATING THE USE
OF THE INTERLOCAL DRUG FUND

THIS IS AN INTERLOCAL AGREEMENT made on the date last entered below, between the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, municipal corporations of the State of Washington, hereinafter referred to as "the Cities."

WHEREAS, the Cities are cooperatively involved in a comprehensive drug enforcement effort which is having a significant impact on drug trafficking in the geographical area of King County east of Lake Washington; and

WHEREAS, said cooperative law enforcement effort has and will continue to cause substantial monetary demands to be made on the public treasuries of each participating city; and

WHEREAS, the Washington State Legislature has enacted legislation empowering all state courts to require, as a condition of probation or to suspension of sentence, that convicted persons make monetary payments into an interlocal drug fund; and

WHEREAS, the Cities, in cooperation with the district justice courts having jurisdiction over their misdemeanor and gross misdemeanor drug-related cases, wish to establish such an interlocal drug fund; and

WHEREAS, the district justice courts have agreed to assess each defendant convicted of a drug-related misdemeanor or gross misdemeanor a monetary amount as the court deems appropriate under the circumstances to be contributed to the interlocal drug fund; and

WHEREAS, the Cities and the district justice courts wish to

establish a standardized procedure for obtaining funds from the interlocal drug fund (IDF) which will both protect the confidential nature of ongoing criminal investigations and maintain an audit trail so that all funds can be accounted for;

NOW, THEREFORE, pursuant to Revised Code of Washington (RCW) 39.34.030 the Cities hereby agree:

1. To continue, as long as personnel and resources allow, their on-going cooperative drug enforcement effort with the intent of sharing talent, expertise and information in enforcing both state and local laws relating to drug use and trafficking in their respective jurisdictions; Provided that any jurisdiction which must for economic or staffing reasons withdraw from the cooperative drug enforcement effort shall not be precluded from access to and use of the IDF. Access will continue to be as provided herein, and case significance will be determined by a majority of the supervisor's committee which will weigh the merit and significance of all active cases in which use of the IDF is under consideration.

2. To work with one another, their respective prosecuting attorneys and the district justice courts in establishing, using and maintaining an IDF as authorized in RCW 9.92.060 and RCW 9.95.210, which shall be held and audited by the Bellevue District Court and accessed through the Bellevue Prosecuting Attorney or Bellevue City Attorney using the attached motion, affidavit and order forms which, by this reference, are hereby incorporated herein as part of this agreement.

3. To petition, in all misdemeanor and gross misdemeanor drug convictions, that as a condition to granting probation or to suspension

or stay of a sentence, the district courts order each person convicted of a drug-related violation to pay minimum of \$50.00 per drug-related count or violation into the IDF.

4. The IDF shall only be used in significant investigations. Any dispute relating to IDF use between investigators of any of the cities shall be resolved by majority vote of a committee composed of the unit supervisors from each city. Should the supervisor's committee fail to reach a resolution of the dispute, it may, if a majority of the supervisors concur, be submitted to a committee consisting of the Chiefs of Police of each city for resolution. A decision by a majority of the Chiefs of Police shall be final.

5. Each City which is party to this agreement hereby agrees to accept liability for any act, error, or omission of its own employees, arising out of or connected with this agreement, and to indemnify and hold the other cities and their employees harmless from any such liability, claim or cause of action arising from or connected with the performance of the City's employees under this agreement.

6. This agreement is intended to be effective July 1, 1982 for a period of 2 years from that date, regardless of the date of execution, and to be renewed automatically from year-to-year. Any party may terminate its participation in the IDF under this agreement by giving sixty days written notice of its termination to the other parties hereto.

All parties, through their authorized agents, having read and understood the above agreement, and intending to be bound by it, the authorized agents of each City have, signed below on the date they have noted.

CITY OF BELLEVUE

City Manager
Date of signature _____

CITY OF ISSAQUAH

Mayor
Date of signature _____

CITY OF KIRKLAND

City Manager
Date of signature _____

CITY OF MERCER ISLAND

City Manager
Date of signature _____

CITY OF REDMOND

Mayor
Date of signature _____