

CITY OF KIRKLAND AND CITY OF MERCER ISLAND
MEMORANDUM OF UNDERSTANDING
FOR MARIJUANA ANALYSIS

This Memorandum of Understanding (MOU) is entered into this 31 day of December, 2008 by and between the City of Mercer Island Police Department (Mercer Island) and the City of Kirkland Police Department (Kirkland).

Mercer Island and Kirkland previously entered into a one-year Memorandum of Understanding dated July 1, 2004 providing for the analysis of marijuana and in-court testimony for criminal cases Mercer Island initiates for misdemeanor possession of marijuana. The July 1, 2004 MOU has been renewed each year by letter from Kirkland acknowledging its willingness to continue the agreement of the parties. The parties wish to extend and restate the terms of the July 1, 2004 MOU and to further provide for a non-expiring term.

In order to accomplish the desired results of the two agencies for cooperative law enforcement, the parties hereby agree as follows:

1. Kirkland will analyze marijuana seized as evidence by Mercer Island when the marijuana is required for a specific court date.
2. Kirkland will provide to Mercer Island documentary evidence that can be filed in court establishing that their marijuana analysis technicians are certified.
3. Kirkland will provide a written analysis of the marijuana sufficient in form to satisfy the requirements of CrRLJ 6.13(b).
4. Kirkland will, to the best of their ability, analyze the submitted marijuana and provide the written analysis within thirty (30) days from the date of submission by Mercer Island.
5. Kirkland will, to the best of their ability, ensure that the chain of custody of the submitted marijuana will remain intact while the marijuana is in their custody.
6. Kirkland will make a marijuana analysis technician available to Mercer Island for in-court testimony if required. It is not expected that the

marijuana analysis technician's testimony will require overtime, but should it become necessary because of a scheduling conflict, the overtime costs will be incurred by Mercer Island. Mercer Island shall provide fourteen (14) days notice of the need for an expert in a court proceeding.

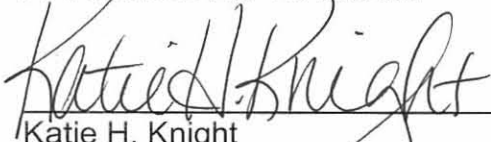
7. Mercer Island will deliver the marijuana to be analyzed to Kirkland.
8. Mercer Island will pick up the marijuana as soon as practicable after being notified by Kirkland that the analysis has been completed.
9. This Memorandum of Understanding shall commence on the 31st day of December, 2008. This Memorandum of Understanding shall be in effect until amended in writing by the parties or terminated as provided hereafter. Either party may elect to terminate this Agreement by giving written notice of termination to the other party at the address below stated. Said termination shall be effective thirty (30) days from the date of receipt of said written notice.
10. Mercer Island shall defend, indemnify and hold Kirkland, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Mercer Island arising from this Agreement, except for injuries and damages caused by the sole negligence of Kirkland.

CITY OF MERCER ISLAND

By: 
Richard M. Conrad
City Manager

Ed Holmes, Chief of Police
9611 SE 36th Street
Mercer Island, WA 98040-3732

APPROVED AS TO FORM:

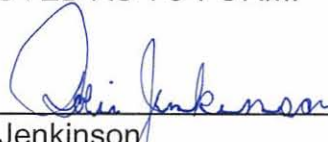

Katie H. Knight
Mercer Island City Attorney

CITY OF KIRKLAND

By: 
David H. Ramsay
City Manager

Eric Olsen, Chief of Police
123 Fifth Avenue
Kirkland, WA 98033-6189

APPROVED AS TO FORM:


Robin Jenkinson
Kirkland City Attorney