

INTER-LOCAL AGREEMENT FOR THE JOINT EXERCISE OF POWERS TO CREATE THE QUAD-CITY DRUG TASK FORCE

WHEREAS, cooperative investigation between law enforcement agencies increases their effectiveness in the battle against illegal drug manufacture, delivery, possession and use; and

WHEREAS, Nez Perce County, Idaho; Latah County, Idaho; Whitman County, Washington; Asotin County, Washington, and Garfield County, Washington; the Nez Perce Tribe; City of Moscow, Idaho; City of Clarkston, Washington; City of Pullman, Washington; City of Colfax, Washington; Washington State University and the Washington State Patrol have agreed to work in cooperation in the investigation and prosecution of drug offenses in the respective jurisdictions; and,

WHEREAS, by virtue of various prior Inter-Local Agreements, law enforcement agencies and prosecuting attorney's offices from these jurisdictions have been operating a task force known as the Quad-City Drug Task Force originally funded by grant monies to support the cooperative investigations and prosecution of drug offenses in the Quad-City area; and,

WHEREAS, the parties wish to update their agreements to support the ongoing operation of the Quad-City Drug Task Force; and,

WHEREAS, pursuant to Idaho Code 67-2326 through 67-2333, and 67-2337 and 2338, and 67-4002; and the provisions of the Revised Code of Washington 39.34, the parties are authorized to enter into and carry out this intergovernmental agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Nez Perce County, Idaho; Latah County, Idaho; Whitman County, Washington; Asotin County, Washington, and Garfield County, Washington; the Nez Perce Tribe; City of Moscow, Idaho; City of Clarkston, Washington; City of Pullman, Washington; City of Colfax, Washington; Washington State University and the Washington State Patrol as follows:

I

PURPOSE

The law enforcement agencies for the respective members will work together as the Quad-City Drug Task Force to enhance through cooperation the successful investigation and prosecution of drug offenses in the jurisdictions represented in this agreement.

II

EFFECTIVE DATE AND DURATION

This agreement shall take effect and be binding upon each member jurisdiction upon its execution by that jurisdiction.

This agreement shall automatically renew from year to year commencing on the 1st day of each January unless any party gives thirty (30) days notice of its intent to withdraw. This agreement shall remain in full force and effect for the parties not withdrawing.

Additional members may be added by the written agreement of all then-existing members and the execution of appropriate documentation by the new member whereby it legally obligates itself to this agreement.

III

MANNER OF FINANCING

The operational expenses of the Quad-City Drug Task Force shall be paid from contributions in cash or in kind from the member agencies and from any grant monies or other monies awarded to or received by the Quad-City Drug Task Force.

IV

JOINT BOARD

An administrative board will supervise the operation of the Quad-City Drug Task Force which will be known as the Quad-City Drug Task Force Policy Board (Policy Board), and shall be made up of the chief officials of the following agencies: Moscow Police Department, Nez Perce Tribal Police Department, Clarkston Police Department, Colfax Police Department, Pullman Police Department, Nez Perce County Sheriff's Office, Asotin County Sheriff's Office, Latah County Sheriff's Office, Whitman County Sheriff's Office, Garfield County Sheriff's Office, Nez Perce County Prosecuting Attorney's Office, Latah County Prosecuting Attorney's Office, Whitman County Prosecuting' Attorney's Office, Washington State University Police and Washington State Patrol.

The policy board is empowered to adopt such policies, procedures and rules, as it deems appropriate or necessary for its purposes. A quorum, which shall consist of a majority of the current members to the agreement, is needed to take action at any meeting.

V

LEAD AGENCY

The policy board shall designate a lead agency, project director and treasurer. In the event the policy board fails to act in this regard, or in the event of any vacancies in any of those positions, the Whitman County Sheriff's Office is designated as the default lead agency, project director and treasurer (to the extent permissible by applicable law, rule and regulation).

VI

TITLE TO PROPERTY

The Quad-City Drug Task Force shall not hold title to any real or personal property, however, the lead agency may manage any grant funds and other monetary contributions or acquisitions via the project director and treasurer. Operational policies for the Quad-City Drug Task Force shall be as developed and adopted by the Quad-City Drug Task Force Policy Board.

VII

TERMINATION

Any party to this agreement may terminate its membership by providing thirty (30) days prior written notice to the project director. Additionally, this agreement may be terminated at any time by written agreement of all then-existing parties. Upon any such full termination, any assets of the lead agency, project director and/or treasurer as the situation may require directly linked to a specific case shall be delivered to the agency with primary legal jurisdiction over said case; and any all other assets will be distributed pro rata among the existing members unless those existing members agree in writing otherwise.

VIII

RELIABILITY

Pursuant to Idaho Code 67-2337 and Revised Code of Washington chapter 10.93.040, the original employing and/or primary commissioning agency shall be responsible for any liability from the acts within the course and scope of the officer's duties as an employee and/or peace officer participating in the operation of the Quad-City Drug Task Force pursuant to the agreement herein.

IX

MISCELLANEOUS

A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

F. SEVERABILITY: If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

X

RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See section I above.
- B. DURATION: See section II above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: See section IV above.
- D. RESPONSIBILITIES OF THE PARTIES: See above.
- E. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- F. TERMINATION: See section VI above.

XI

AGREEMENT TO BE FILED

Washington member agencies shall file this agreement with their designated clerk or other appropriate representative and, to the extent required by law, place the agreement on the agency's website or other electronically retrievable public source. Idaho member agencies shall comply with their own procedures for filing and publishing this agreement. Additionally, pursuant to Idaho Code 67-2329, this agreement shall be filed with the Idaho Secretary of State who shall require an opinion of the Idaho Attorney General that the agreement does not violate the provisions of the Constitution of the United States, the Idaho Constitution or any statutes of the State of Idaho.

XII

PRIOR AGREEMENTS

This agreement, upon its execution and filing as required by law, replaces and supersedes all prior interlocal agreements for the Quad Cities Drug Task Force.

**CITY OF CLARKSTON
RATIFICATION OF "INTER-LOCAL AGREEMENT FOR
THE JOINT EXERCISE OF POWERS TO
CREATE THE QUAD CITY DRUG TASK FORCE"**

We, the undersigned, acting in our official capacities pursuant to applicable provisions of law, hereby join and ratify the "Inter-Local Agreement for the Joint Exercise of Powers to Create the Quad City Drug Task Force" entered into by and between Nez Perce County, Idaho; Latah County, Idaho; Whitman County, Washington; Asotin County, Washington, and Garfield County, Washington; the Nez Perce Tribe; City of Moscow, Idaho; City of Clarkston, Washington; City of Pullman, Washington; City of Colfax, Washington; Washington State University and the Washington State Patrol.

DATED this 24th day of July, of 2012.

Kathleen AlWarren
Mayor -

Joel Hastings
Chief of Police - Joel Hastings

ATTEST:

Vickie Storey
Clerk/Secretary