

**RESOLUTION NO. 1580**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR PARTICIPATION OF THE FIFE POLICE DEPARTMENT IN THE MULTI-JURISDICTIONAL AUTO THEFT PREVENTION TASK FORCE PURSUANT TO THE 2013-2015 WASHINGTON AUTO THEFT PREVENTION GRANT AWARD

Whereas, the Council recognizes a need for proactive regional cooperation to address the problems created by auto theft within the region; and

Whereas, the municipalities of Lakewood, Tacoma, Fife, Sumner, Bonney Lake, and Puyallup, on behalf of their respective police departments, The Pierce County Sheriff's Department, The Pierce County Prosecuting Attorney's Office, Washington State Patrol, Pierce County Public Transportation Benefit Area Corporation (Pierce Transit), and the Washington Auto Theft Prevention Authority (WATPA) desire to establish and maintain a multi-jurisdictional task force to effectively respond to, prevent, and investigate auto theft and related crimes; and

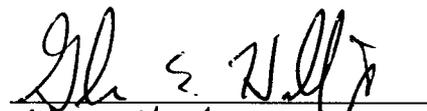
Whereas, the City of Lakewood is the recipient of a grant for a WATPA grant for the period of July 1, 2013 – June 30, 2015 for the formation, administration, and operation of such task force ; and

Whereas, the City of Lakewood has prepared an interlocal agreement attached hereto as Exhibit A for the formation, administration, and operation of the Auto Crime Enforcement (ACE) Task Force; and

Whereas, the Council finds that participation in the Auto Crime Enforcement Task Force will increase the effectiveness of combating auto theft crime in the Fife community; now, therefore,

BE IT RESOLVED that the Council hereby authorizes the City Manager to execute the Interlocal Cooperation Agreement for use in Distribution of Funds and Allocation of Resources pursuant to the 2013-2015 Washington Auto Theft Prevention Grant Award in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 14th day of January, 2014.

  
\_\_\_\_\_  
Glenn Hull, Mayor

Attest:

  
\_\_\_\_\_  
Carol Etgen, City Clerk

INTERLOCAL COOPERATION AGREEMENT FOR  
USE IN DISTRIBUTION OF FUNDS AND ALLOCATION OF RESOURCES  
PURSUANT TO THE 2013-2015 WASHINGTON AUTO THEFT PREVENTION GRANT  
AWARD

I. PARTIES

The parties to this Agreement are the municipalities of Lakewood, Tacoma, Fife, Sumner, Bonney Lake, Puyallup, on behalf of their respective police departments, The Pierce County Sheriff's Department, The Pierce County Prosecuting Attorney's Office, Washington State Patrol, Pierce County Public Transportation Benefit Area Corporation Pierce Transit (Pierce Transit), and the Washington Auto Theft Prevention Authority (WATPA).

II. AUTHORITY

THIS AGREEMENT is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional team to effectively respond to, prevent and investigate auto theft and related crimes. This Agreement is not intended to replace any previously executed interlocal agreements by the parties to provide backup law enforcement services.

IV. FORMATION

There is hereby created a multi-jurisdictional task force to be hereafter known as "Auto Crime Enforcement (ACE)", the members of which shall be the municipalities of Lakewood (LPD), Fife (Fife PD), Sumner (Sumner PD), Bonney Lake (Bonney Lake PD), Puyallup (Puyallup PD), Tacoma (Tacoma PD), as well as the Pierce County Sheriff (PCSO), The Pierce County Prosecuting Attorney's Office, the Washington State Patrol (WSP) and Pierce Transit, The Task Force will be managed by a ACE/WATPA Board, hereinafter referred to as "The Board" in a manner that is consistent with the provisions of the Task Force Policy Manual (Appendix B) and organized in a manner consistent with Appendix A. The Board will be comprised of members from each of the partner agencies and WATPA and will meet on a quarterly basis at a minimum

V. STATEMENT OF PROBLEM

Whereas, the named entities recognize a need for proactive regional cooperation to address the problems created by auto theft within the region; and

Whereas the Washington State Legislature has recognized that automobiles are an essential part of our everyday lives and that the family car is typically the second largest investment a person has so that when it is stolen, it causes a significant loss and

inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal activities. Appropriate and meaningful penalties that are proportionate to the crime committed must be imposed on those who steal motor vehicles; and

Whereas, law enforcement agencies throughout the County have determined that a concentrated and coordinated effort is critical to an effective statewide response to vehicle theft and have agreed to provide mutual aid and share resources as necessary to further the interests outlined in the application for the 2013-2015 Washington Auto Theft Prevention Grant, NOW THEREFORE, the parties agree as follows:

#### VI. TEAM OBJECTIVES

Individuals from each of the participating jurisdictions (as well as non-participating jurisdictions) will be consolidated and form ACE. ACE will service jurisdictions within Pierce County with emphasis on the participating jurisdictions. The object shall be to provide a consolidated response from each jurisdiction by utilizing the training of each assigned officer, equipment funded by the WATPA grant, and to prosecute crimes related to auto theft by use of a specifically allocated Pierce County Prosecutor. Each participating agency shall solicit a representative to serve as a member of the Board.

#### VII. DURATION AND TERMINATION

This agreement shall commence on July 1, 2013 and continue until WATPA Auto theft Prevention Grant funds are no longer available or until June 30, 2015. It is the parties' intent to be bound by the terms of this agreement without need for further extensions upon written notice to each participating jurisdiction that additional funding has been authorized beyond June 30, 2015.

Any party may withdraw from the Agreement upon the giving of thirty (30) days written notice of intent to withdraw to the Board. Withdrawal prior to the grant's expiration means that the withdrawing party is no longer eligible for related grant funds beyond reimbursement for approved grant expenditures that were accrued prior to withdrawal. Termination of this agreement and/or withdrawal of a party shall not terminate paragraph XVII hereof with respect to the withdrawing party as to any incident arising prior to the withdrawal of the party and paragraph XVII shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination. The parties may terminate this contract by mutual agreement in writing.

#### VIII. NOTICE

To provide notice for termination or other processes relative to this agreement, notice may be sent to as well as to the City of Lakewood as Lead Administrative Agency.

Washington Auto Theft Prevention Authority c/o  
Mr. Michael Painter, Executive Director  
3060 Willamette Dr. NE, Suite 101  
Lacey, WA 98516

City of Lakewood Police Department  
9401 Lakewood Dr. SW  
Lakewood, WA 98499  
Attn: Faye Landskov

#### IX. ADMINISTRATION

The City of Lakewood through its Police Department is the recipient of a grant awarded by WATPA with which it contracts directly, and shall serve as the Lead Administrative Agency for purposes of this Agreement. The Lead Administrative Agency shall be responsible for all purchases of equipment, and for establishing proper accounting procedures, audit trail, and the collection and provision of required reports and statistics. In addition, the Lead Administrative Agency shall review all bills that are being submitted by other agencies for reimbursement to ensure that those bills comply with grant policies and regulations prior to submitting them to WATPA for payment. All other participants shall be considered Sub recipients.

#### X. COMMAND AND CONTROL

In the event of a mobilizing incident, the primarily responsible agency will be the agency in whose jurisdiction the incident has taken place. The primarily responsible agency shall appoint a command level officer to serve as Incident Commander, the officer in charge of the local event. The incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident. When the members of ACE who are not grant funded are not specifically investigating or otherwise working on auto theft prevention cases, the members will work on cases assigned by their individual agencies.

#### XI. PRESS RELEASES

All agencies participating in this agreement will make press releases only through the designee of the agency in whose jurisdiction the incident has taken place, or such press releases may be made through the Board, if agencies have concurrent jurisdiction.

#### XII. EQUIPMENT, TRAINING AND BUDGET

The City of Lakewood is the recipient of a \$871,744.00 grant for the 2013-2015 WATPA Grant Period July 1, 2013 – June 30, 2015. Grant Funds have been allocated for specific use and in the amounts provided in Attachment "A". In addition, The City of Lakewood will lease one vehicle for the duration of the Grant and the costs to the City that are associated with the leased vehicle will be reimbursable.

Each agency is authorized to use the Automated License Plate Reader (ALPR). (Officers using ALPR must ensure that the use is consistent with his or her agency's use policy.) Scheduling for the use of those items will be accomplished through the Lakewood Police Department's Designee and in a manner consistent with Attachment "B". Each agency agrees that the maintenance, repair or replacement of any equipment shall be the responsibility of the Agency in whose care the equipment was when it required repair or was lost or stolen.

(See Attachment B). Each agency agrees to make repairs or replacements within 30 days unless otherwise agreed.

### XIII. OVERTIME

Overtime funds are limited and shall not exceed \$10,000 dollars. Overtime expenditures must be pre-approved and will only be subject to reimbursement if (1) the activity is specifically related to auto theft prevention efforts and (2) funds are available. When funds are expended, no overtime expenditures will be authorized by ACE or WATPA. For this reason, available funds for reimbursement will be distributed according to the applicable provisions of the Task Force Policy Manual until those funds are depleted.

### XIV. DISTRIBUTION OF ASSETS UPON TERMINATION

At the termination of this agreement, any assets acquired by the City of Lakewood Police Department with grant funds shall become the property of the City of Lakewood.

### XV. REIMBURSEMENT OF FUNDS

All agencies requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts no more frequently than once each month for actual expenses. Each reimbursement request must contain a completed reimbursement request expenditure form as provided in Attachment C. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in Attachment "A". The Sub recipient will be responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed. The Sub recipient must assist the Lead Administrative Agency in monitoring the activities attributed to the WATPA grant.

Sub recipients seeking reimbursement must send all documentation to the City of Lakewood at the following address:

City of Lakewood Police Department  
9401 Lakewood Dr. SW  
Lakewood, WA 98499  
Attn: Faye Landskov

WATPA shall reimburse Sub recipient agencies on a timeline to be determined by WATPA. Reimbursements will be made in accordance with the City of Lakewood's reimbursement policies in Attachment "D". Requests for reimbursement for per diem (meal expenditures) must be accompanied by a receipt itemized to show the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the limit of the award as indicated in Attachment "A". Any cost beyond that will be absorbed by the employee's original agency.

## XVI. RECORDS

Each jurisdiction shall maintain records related to ACE for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the Lead Administrative Agency. All records shall be available for full inspection and copying by each participating jurisdiction. Records related to ACE include but are not limited to Quarterly Progress Reports (Attachment E), Invoices, and Requests for Reimbursement along with supporting documentation. (The Quarterly Program Report and Invoice can be obtained on line at <http://WATPA.WSPC.ORG> .)

## XVII. POLITICAL ACTIVITIES PROHIBITED

No award funds may be used in working for or against ballot measures or for or against the candidacy of any person for public office.

## XVIII. LIABILITY/ INDEMNIFICATION

Each entity shall be responsible for the wrongful or negligent actions of its employees while assigned to ACE as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

- a. To that end, each entity promises to hold harmless and release all other participating Cities, WSP, County, other participating entities and the WATPA from any losses, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
- b. Nothing herein shall be interpreted to:
  1. Waive any defense arising out of RCW Title 51.
  2. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
  3. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and /or his or her employer, should that employer elect to make said payment voluntarily. This

agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

#### XIX. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all of the parties reflected hereon as the signatories.

#### XX. FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the required City Clerks, the County Auditor or, alternatively, listed by subject on the public agency's website or other electronically retrievable public.

#### XXI. AMENDMENTS

This Agreement may only be amended by written agreement of all the undersigned cities.

#### XXII. SEVERABILITY

If any section of this Agreement is adjudicated to be invalid, such action shall not affect the availability of any section not so adjudged.

#### XXIII. AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

CITY OF LAKEWOOD

WASHINGTON STATE PATROL

\_\_\_\_\_  
City Manager, Lakewood      Date

\_\_\_\_\_  
John R. Batiste, Chief      Date

Attest:

Attest:

\_\_\_\_\_  
Alice M. Bush, MMC  
Date

\_\_\_\_\_  
City Clerk  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Heidi Wachter, City Attorney

\_\_\_\_\_  
Shannon Inglis  
Assistant Attorney General

PIERCE COUNTY SHERIFF

PIERCE COUNTY PROSECUTING  
ATTORNEY

\_\_\_\_\_  
Paul Pastor, Pierce County Sheriff, Date

\_\_\_\_\_  
Pierce County Prosecutor

Attest:

Attest:

\_\_\_\_\_  
City Clerk      Date

\_\_\_\_\_  
City Clerk      Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Deputy Prosecuting Attorney

CITY OF TACOMA

\_\_\_\_\_  
T.J. Brodnax, City Manager      Date

Attest:

\_\_\_\_\_  
City Clerk                                      Date

Approved as to Form:

\_\_\_\_\_  
Elizabeth Pauli, City Attorney

PIERCE TRANSIT

\_\_\_\_\_  
Lynn Griffith, CEO                      Date

Attest:

\_\_\_\_\_  
Wayne Fanshier  
Vice President of Finance

Approved as to Form:

\_\_\_\_\_  
Dana Henderson, General Counsel

CITY OF PUYALLUP

\_\_\_\_\_  
City Manager, Puyallup              Date

Attest:

\_\_\_\_\_  
Brenda Arline, City Clerk              Date

Approved as to Form:

\_\_\_\_\_  
Kevin Yamamoto, City Attorney  
General

CITY OF FIFE

\_\_\_\_\_  
Dave Zabell, City Manager              Date

Attest:

\_\_\_\_\_  
City Clerk                                      Date

Approved as to Form:

\_\_\_\_\_  
Loren Combs, City Attorney

CITY OF SUMNER

CITY OF BONNEY LAKE

\_\_\_\_\_  
Dave Enslow, Mayor                      Date

\_\_\_\_\_  
Neil Johnson Mayor,                      Date

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Bret Vinson, City Attorney

\_\_\_\_\_  
City Attorney

Attachment A

Budget and Overtime Awards

WATPA Grant Budget  
Breakout

Description	Amount	Used By
Salary & Fringe Bene	\$245,544.00	PC
Pros.	\$290,400.00	Prosecutor
Overtime for team *	\$10,000.00	Various
LPD Officer	\$250,800.00	LPD
Office Lease	\$13,000.00	TEAM
Training	\$5,000.00	TEAM
Media for Public Service	\$4,000.00	
Leased Vehicles **	\$12,000.00	LPD
PE/PI Funds	\$16,000.00	TEAM
Lariat	\$25,000.00	TEAM

Overtime expenditures must be preapproved and will be distributed according to the provision of the Task Force Policy Manual and as grant funds are available. Overtime expenditures shall not exceed \$10,000.00.

\*\* The monthly costs associated with vehicles leased by the City of Lakewood are subject to reimbursement with appropriate documentation until expiration of the grant period. The total available funds for leased vehicle costs shall not exceed \$12,000.00 collectively.

## Attachment B

### Use of Equipment

The parties agree that the use of equipment purchased by the ACE Funds shall primarily be for ACE although it is the intent of the parties to use the purchased equipment throughout Pierce County and in jurisdictions that are not parties to this agreement. Each party shall keep records of how the equipment has been used to serve the efforts of auto theft prevention for grant statistical purposes and shall provide those statistics to the Lakewood Police Department on a quarterly basis.

Further, each party to this agreement may schedule to use the ALRP or other purchased equipment through the Lakewood Police Department's Designee in a manner consistent with the Washington Association of Sheriff and Police Chiefs (WASPC) use and access policy now and hereinafter adopted. The parties further agree that the jurisdiction/party using the equipment bears the cost of replacement or repair of the property should the item need repair or be stolen while in the possession of the sub recipient.

Attachment C

Expenditure Reimbursement Request Forms

Washington Auto Theft Prevention Authority  
Grant Award Expenditure Reimbursement Request

Agency seeking reimbursement:	
Remit payment address:	
Award number:	
Billing for the Month/Year of:	

	Description	Budget	Actual	Reimbursed	Balance	Award Balance
A.	Personnel Employee				0.00	0.00
B.	Benefits				0.00	0.00
C.	Overtime				0.00	0.00
D.	Consultants/ Contracts				0.00	0.00
E.	Travel/ Training				0.00	0.00
F.	Other Expenses				0.00	0.00
G.	Equipment/ Technology				0.00	0.00
H.	Public Outreach				0.00	0.00
I.	Prosecution				0.00	0.00
	Totals	0.00	0.00	0.00	0.00	0.00

I hereby certify that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the contract with the Washington Auto Theft Prevention Authority.

Signature	Date
Printed Name/Title	Phone Number

Signature	Date
Michael Painter, WATPA Executive Director	
Printed Name/Title	

Attachment D

City of Lakewood Reimbursement Policy

<b>SECTION:</b>  GENERAL PROVISIONS			<b>SUBJECT:</b> REIMBURSEMENT FOR EXPENSES  INDEX NO: 100-02		
<b>Effective Date:</b> 12/01/99	<b>Supersedes:</b> N/A	<b>Page No.:</b> 1 Of 2	<b>Prepared By:</b> Debra Young	<b>HR &amp; Services Director's Approval:</b>	<b>City Mgrs. Approval:</b>

**1.0 PURPOSE:**

To provide a procedure for reimbursement of business expenses.

**2.0 ORGANIZATIONS AFFECTED:**

All departments/divisions.

**3.0 REFERENCES:**

City's Travel Policy R95-17 (Nov. 13, 1995) (See Attached)

**4.0 POLICY:**

It is the policy of the City of Lakewood to reimburse employees consistent with R95-17 for authorized reasonable and customary expenses properly documented and actually incurred in connection with the conduct of City business.

4.1 The City shall reimburse employee expenses for authorized transportation, lodging, meals (excluding alcohol), meetings, conferences, or other authorized activities incurred by such employees in connection with officially assigned duties.

4.2 Employees conducting City business are representatives of the City and are expected to maintain a high level of professionalism and follow all City policies and procedures.

4.3 Use of personal automobiles by employees in connection with officially assigned duties and other travel for approved public purposes when City owned vehicles are not available shall be reimbursed upon submission of a duly certified claim form at the rate identified in Resolution 95-17.

**Subject:** Reimbursement of Expenses

**Index No.:** 700-11  
**Page No.:** 2 of 2

4.4 Claims for reimbursement shall be certified by the employee on a City Expense Claim form approved by the appropriate Department Director and submitted to the Finance Department, no later than fifteen (15) days after completion of the travel or authorized activity. Exceptions will apply as identified in R95-17.

4.5 In the case of lost or non-available receipts, certification is required for all reimbursements. Certification is to be made on the No-Receipt Certification form.

**5.0 DEFINITIONS:**

Not applicable.

**6.0 PROCEDURE:**

6.1 An employee's supervisor must authorize any business-related expenses in advance including business meetings and working lunches conducted at non-City owned facilities. Under normal circumstances, employees should use the most efficient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments.

6.2 Employees should provide their supervisor with a copy of their itinerary before leaving on business travel. Employees who are traveling to the same event should try to jointly schedule their transportation and lodging to minimize cost.

6.3 Any business expenses not authorized by R95-17 will not be paid or reimbursed and are the employee's personal responsibility. If prohibited expenses are charged to the City, it is the employee's responsibility to immediately reimburse the City.

City of Lakewood  
Administration  
**CITY-WIDE**  
Policies & Procedures

<b>SUBJECT:</b> Travel Policy		<b>INDEX:</b> Travel Policy	
		<b>NUMBER:</b> Travel Policy: 002	
<b>Effective Date:</b> 2/15/07	<b>Supersedes:</b> Travel Policy 001	<b>Page Of:</b> 1 9	<b>Prepared By:</b> Sherri Gordon Galen Kidd
		<b>Approved By:</b>	

**ARTICLE I: POLICY**

1. **PURPOSE:** The purpose of this policy is to establish the City's travel policies and to delineate those valid business expenses for which payment or reimbursement may be sought by employees, officials and volunteers of the City. Personnel traveling for the purposes of and funded by grant money will rely on the provisions of this policy in instances where the individual grant has no guidelines.
2. **PERSONS AFFECTED:** This policy applies to City employees, City officials, and volunteers of the City of Lakewood, hereafter referred to as "authorized staff."
3. **REFERENCES:** Internal control procedures of Finance, Chapter 42.24 RCW, Policy 500-14 Use of City Vehicles, Safety Policy 1400-01 Driving Licensure, and current credit card policy of the city.
4. **POLICY STATEMENT:**
  - A. It shall be the policy of the City of Lakewood to allow the attendance and participation of authorized staff at meetings, conventions and seminars (hereafter referred to as events) where such participation is determined to be in the best interests of the City.
  - B. All subsistence rates, allowances and payments provided under this policy shall be paid when authorized staff is engaged in City business and where the attendance or participation at events has been authorized in advance by the approval authority. The City Manager shall be the approval authority for City employees and volunteers, and the City Council shall be the approval authority for the City Manager and/or City officials; provided, however, that an elected official shall not be required to obtain approval of the City Council to travel on City business unless and until that elected official has expended over one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred, or because of the travel expenses anticipated to be incurred in that elected official's travel would reasonably be expected to cause that the elected official's travel expenses to exceed one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred.
  - C. Travel expenses that are not otherwise provided may be paid by the City by the use of either:

- (1) the receipt method; or
- (2) the per diem method.

Only one method must apply for the entire trip.

When the receipt method is used, receipts, proof of payment documentation, or certification in the case of lost or non-available receipts are required for all reimbursements. Such documentation shall be provided to the Finance Department within five (5) business days of returning from travel.

When the per diem method is used, a Travel Expense Voucher must be completed and submitted to the Finance Department within five (5) business days of returning from travel.

- D. If authorized staff desires to have their family members or guests accompany him/her on any City related travel, the authorized staff shall advise the City at the time the advanced travel request is made. The authorized staff shall provide payment of any costs for family members or guests so that no obligation by the City exists during any period of time.
- E. When travel costs and/or registration or other fees have been paid by the City on behalf of the authorized staff, and that the authorized staff fails, without good cause to attend the event said staff shall reimburse the City the amount paid by the City. Questions of good cause shall be determined by the approval authority.

Operating city owned vehicles requires a valid Washington State driver's license. Employees shall provide proof of a current and active Washington State driver's license to the Human Resource Department. . It is the responsibility of the employee to provide Human Resources copies of the active driver's license including any conditions and situations that may impact the employee's driver's license. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

- F. The City shall pay for the least costly and/or appropriate mode of transportation to the destination.
- G. The City shall not reimburse more than the reasonable cost of travel.
- H. All out-of-state travel must be pre-approved by the approval authority before the commitment of liability against the City of Lakewood for payment.

## ARTICLE II: DEFINITIONS

- 1. **ADVANCE TRAVEL PAYMENT** – Payment in advance for out-of-pocket travel expenses for authorized travel may be made from an advanced travel fund. Travel advances are not intended for travel tickets, pre-registration fees, prepaid lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.
- 2. **APPROVAL AUTHORITY** – The City Manager or designee shall be the approval authority for City employees and volunteers. The City Council shall be the approval authority for the City Manager and/or City officials except as provided under Article 4.B. above.

3. AUTHORIZED STAFF –City Employees, City officials, and volunteers of the City of Lakewood.
4. CITY EMPLOYEES –All regular, temporary or seasonal employees of the City of Lakewood, whether full-time or part-time and whether represented by a bargaining unit or not, including but not limited to the City Manager, department heads, supervisory or management employees.
5. CITY OFFICIALS:
  - 5a. ELECTED OFFICIALS –Members of the City Council holding current office, whether they have been elected to that position or appointed to fill a vacant position on the City Council.
  - 5b. APPOINTED OFFICIALS –All members of City boards, commissions or committees, who are not employees of the City but who have been appointed to represent the City as a non-paid volunteer on such board, commission or committee.
6. CONTRACT EMPLOYEE –An individual working under contract for the City in the performance of a specific project who is not a regular employee or may not be on staff, but a member of an organization allied with the City on a specific project who might represent the City at approved events or as an agent of the City on a specific, contracted project.
9. EVENTS –For purposes of this policy, events refer to a conventions, seminars and meetings, for municipal, political, educational and professional purposes for which attendance by authorized staff is beneficial to the City of Lakewood.
7. GUESTS – Any person(s) other than employees, City officials or authorized volunteers for the City of Lakewood. Guests may include relatives of the employee/City official/ volunteer.
8. IN-STATE TRAVEL–Travel within the State of Washington.
9. OUT-OF-STATE TRAVEL –Travel anywhere outside the boundaries of the State of Washington.
10. PER DIEM METHOD – A daily allowance for eligible meals and incidentals in connection with authorized City-related travel.
11. RECEIPT METHOD – Reimbursement for eligible meals and incidentals in connection with authorized City-related travel based upon original itemized receipts, such as credit card slips, cash register receipts, etc.
13. REIMBURSEMENT – Paid for by the City. Eligible expenses need not necessarily be reimbursements to the individual, they can be expenses paid by the City directly to the vendor.
10. VOLUNTEER – A person selected by the City to perform services for the benefit of the City out of his/her own free will for no financial payment.

## ARTICLE III: GENERAL

### 1. Control of Travel

- A. An internal control system over travel, reimbursable under these regulations, is established by the City providing for prior authorization or approval by the approval authority. ) Authorization of travel is to be exercised through the use of the current and adopted budget.
- B. An Advance Travel Payment Authorization Form is to be used whenever a travel payment in advance (*pre-payment*) is requested by an authorized staff and such forms shall be approved by the approval authority.
- C. Upon return from travel, authorized staff must complete a Travel Expense Voucher form, which is available on the Intranet or by contacting the Finance Department. Travel Expense Vouchers are to be audited by the Finance Department.
- D. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events or other travel that involves out-of-state travel.
- E. If a question arises regarding the method of reimbursement to be allowed (receipt method vs. per diem method) under these travel regulations, the option elected shall be the option that is most advantageous and economical to the City. The method selected is not to be influenced by the personal travel plans of the authorized staff.
- F. Authorized staff is to exercise the same care and judgment in incurring expenses on official City business and accomplishing the purpose of the travel that a prudent person would exercise if traveling on personal business. Excessive or unnecessary expenses will not be reimbursed.
- G. Lodging expenses shall not be reimbursed or paid unless the total distance between the site of the event is at least fifty (50) miles (*one way, using the most direct route*) from the closer of either the traveler's official residence or official work-site. Under special circumstances involving early or late meetings, or multiple day meetings, lodging expenses for less than 50 miles distance may be authorized subject to City Manager's pre-approval and before the occurrence happens.
- H. Maximum payment for or reimbursement of transportation costs and expenses via commercial carrier is to be no greater than the cost of tourist class or its equivalent, provided that it shall be the responsibility of the authorized staff to request of the transportation vendor a "government rate," if available, unless a lower rate for the same travel service is available. Additionally, the maximum payment for or reimbursement of transportation costs and expenses shall not exceed the costs of the lesser/least expensive method of travel where there are two or more methods of travel reasonably available. All exceptions shall be approved in advance by the approval authority.

## ARTICLE IV: MEALS AND LODGING

### 1. Basis for Reimbursements

- A. Reimbursement is to be for all authorized travel, subject to the restrictions provided herein, but shall not be made for expenses incurred at or between the City of Lakewood and the authorized staff person's residence and official work site.
- B. Payment for or reimbursement of any of the following expenses is prohibited:
1. Liquor
  2. Tobacco
  3. Expense of a spouse or other persons not authorized to receive reimbursement under this policy
  4. Gratuities related to personal expenses
  5. Theft, loss or damage to personal property
  6. Barber or beauty parlor
  7. Airline or other trip insurance
  8. Personal postage
  9. Reading material
  10. Personal toilet articles
  11. Valet or laundry services
  12. Entertainment, including movies, television and video rentals, and travel expenses to and from such entertainment
  13. For grants, tips are not reimbursable
  14. For grants, telephone calls not related to work are not reimbursable
  15. For grants, social meals during site visits from granting authorities are not reimbursable
  16. Gambling
  17. Cash Advances
  18. Loans
- C. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate" (*whichever is the lowest cost for the City*) if available, any applicable sales taxes and/or hotel/motel taxes. It shall be the responsibility of the authorized staff to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available with the regular rate.
- D. Maximum meal allowances are intended to include the basic cost of a meal, any applicable sales tax, and any tip or gratuity not to exceed fifteen percent (15%) of the total cost of the meal.
- E. No payment for or reimbursement of meal expenses shall be allowed when the meals are provided as part of the event.
- F. Employees funded by grants must follow any reimbursement authorization/procedures pursuant to the grant.
- H. Lodging, Meals and Mileage Allowances
1. The City will follow the US General Services Administration (GSA) schedules that provide for maximum reimbursement rates for lodging, meals, and incidental expenses for authorized staff traveling on official City business.

2. For all travel authorizations, accounts payable will advise the traveler of the per diem rates, by providing a printout to the authorized staff using the GSA Website for the location of stay..

3. Domestic Per Diem Rates

The above maximum lodging rates do not apply where lodging is tied to a specific hotel or motel or lodging accommodation in connection with the event being attended. The traveler should always look for a lower rate when applicable.

If special or unusual circumstances or other limitations exist in connection with the lodging for an event, higher lodging rates may be approved in advance by the approval authority.

4. Per Diem Amount. Meal costs for authorized staff in connection with City related travel shall be at the per diem rates as stated in the GSA Website. No receipts are required when the per diem method is used. It is provided, however, that if any meals are included or provided with the registration costs of the convention, seminar or meeting, the following percentages will be deducted from the per diem amount, corresponding with the meals that are included or provided, per day of the event:

(25%) BREAKFAST  
(30%) LUNCH  
(45%) DINNER  
(100%) DAILY TOTAL

To determine meal allowance expense, please refer to the State of Washington Office of Financial Management Web site:

<http://www.ofm.wa.gov/resources/travel.asp>

5. It is provided, however, that if meal costs exceed the above maximum amounts, a receipt and a satisfactory explanation shall be provided to the City for each meal in excess of such amounts. The amount in excess of the above maximum shall not be paid unless approved by the City Manager.
6. To be eligible for meal allowances, the authorized staff must be in travel status during the normal meal period(s): To receive reimbursement for breakfast you must be in travel status before 7:00 A.M.; for lunch, before 12:00 noon and/or return after 1:00 P.M.; and for dinner, the authorized employee must be in travel status until after 6:00 P.M.
7. Meals are not reimbursed at events when authorized staff is allowed a lunch break for a free period of time (not a working lunch) unless there is an overnight stay.
8. Meals may be reimbursed if authorized staff must attend a mealtime business meeting to conduct official City business.
9. Meal allowances shall not be reimbursed when meals are furnished to the authorized staff as a part of the event being attended. If some but not all of the meals are provided as part of the event, the meal allowance reimbursement available to the authorized staff shall only be available for the specific meals not included.

I. Private Vehicle Mileage Reimbursement

1. The mileage reimbursement rate available for authorized staff using their own vehicles while on City related travel shall be the mileage reimbursement rate established by the Internal Revenue Service.
2. Contract employees are authorized to use city vehicles.
3. Employees using personal vehicles when an administrative vehicle is available may use their personal vehicle upon the authorization from their Department Director and/or City Manager. It is strongly recommended to utilize city vehicles if available.
4. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

## ARTICLE V: OTHER TRAVEL EXPENSES

### 1. Reimbursable Expenses

Reimbursable transportation expenses include all necessary official travel on airlines, buses, private motor vehicles, and other usual means of conveyance.

Daily commute transportation expenses between the employee's residence and the regular work site is a personal obligation of the employee and is not reimbursable by the City. Mileage in a personal vehicle from the employee's home directly to and/or from a work-related destination (*convention, seminar, training or meeting*) is reimbursable after deducting the mileage the employee would normally have driven commuting to and/or from home and the regular work site.

Reimbursement is to be payable to only one of two or more authorized staff traveling in the same motor vehicle on the same trip.

### 1. Miscellaneous Travel Expenses

Miscellaneous travel expenses essential to the transaction of official City business are reimbursable to the authorized staff. Reimbursable expenses include, but are not limited to:

- A. Taxi fares, motor vehicle rentals, parking fees, and ferry and bridge tolls.
- B. Registration fees required in connection with attendance at approved meetings, seminars or conventions.
- C. Telephone charges that are for City business. The number called should be noted on the lodging receipt.

## ARTICLE VI: TRAVEL EXPENSE ADVANCES

### 1. Purpose of Travel Expense Advances

- A. The purpose of the travel expense advances is to defray the authorized staff's anticipated reimbursable expenses.
- B. Whenever it becomes necessary for authorized staff to travel and incur reimbursable expenses pursuant to the per diem method in connection with approved City related travel, a travel expense advance may be paid to authorized staff prior to departure.
- C. The City may also provide travel expense advances for lodging, if the lodging costs can be adequately determined in advance, in which case the lodging travel expense advance would be paid prior to departure. However, it is preferred that travel expense advances not be used for lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.

### 2. Advance Travel Request Procedures

- A. Authorized staff shall submit an Advance Travel Request to the approval authority which shall include a copy of the event agenda with dates and times. All out-of-state travel has to be pre-approved with the City Manager before commitments are made to the event.

- B. The Advance Travel Request shall be considered for approval by the Department Directors (*for their departments*), the City Manager (*for Department Directors*), by the City Council (*for the City Manager and/or City officials*). Upon approval of the proposed travel, the Advance Travel Request Form indicating approval shall be forwarded to the Director of Finance & Information Systems not less than one week before the departure date. The Finance & Budget Division will issue a city check to the authorized staff, after verification of the request form, including identification of BARS codes and vendor numbers.
- C. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events that involve out-of-state travel.
- D. The following expenses should not be included in the advance travel request, but should be processed via requisition and purchase order, if applicable:
  - 1. Direct payments to vendors
  - 2. Airfare. (*This should be paid by the City through direct billing to the City before departure.*)
  - 3. Registration fees.
  - 4. Reimbursement for travel expenses already incurred.

If the above expenses cannot be processed via requisition and purchase order, whether because of time limitations or other circumstances, they may be included in the travel expense advance if approved by the approval authority.

### 3. Accounting for Travel Advances

Accounting for travel expenses shall be submitted to the Finance & Budget Division within five (5) business days after returning from the event related to city business. Such accounting shall be completed on the City's Travel Authorization and Expense Claim form and shall include the following:

- A. City employee or volunteer claims must be submitted to the City employee's or volunteer's department head or designated representative.
- B. City official claims must be submitted to the Director of Finance & Information Systems.
- C. The authorized staff member who has received advanced travel expenses is responsible for taking appropriate safety measures with respect to all monies received. The authorized staff shall be responsible to account for and/or replace, at his/her own expense, any monies to be repaid to the City even if advance travel expense funds are lost, misplaced or stolen.

### 4. Use of City Credit Cards

- A. The City's charge cards (*credit cards*) shall be used under authority of the City Manager and/or the Director of Finance & Information Systems, for the purpose of covering expenses incidental to budgeted, authorized travel by City employees or City officials, and for the purpose of covering other budgeted, City related expenses approved in advance by the City Manager if over a certain dollar limit and if the travel related expense is out-of-state. Such charge cards may be used by authorized employees to make arrangements for advance payment of airline fares, lodging, and registration fees as authorized by the approval authority, where such expenses have been included in the budget approved by the City Council. Additionally, charge cards in the form of gasoline credit cards are assigned to each individual vehicle which allows authorized staff to fuel the vehicle of the City while traveling, for authorized purposes. All credit card receipts and/or other documents identifying credit card expenditures shall be delivered to the Finance & Budget Division within five (5) business days upon return to City Hall along with the completed credit card disbursement form.
- B. Authorization and expense claim vouchers for credit card use are to be distributed back to the Finance & Budget Division no later than five (5) business days upon return from authorized travel. Any charges against the credit card not properly identified by the travel authorization and expense claim voucher or not allowed following an audit by the Finance & Budget Division or other qualified entity shall be paid by the authorized staff by check or United States currency to the City of Lakewood. If the Travel Authorization and Expense Claim form is not submitted within the time frame set forth above, a ten percent (10%) interest per annum amount will be assessed pursuant to Section 42.24.150 RCW.
- C. Any authorized staff that has been issued a credit card by the City shall not use the card fraudulently or used for any disallowed charges.
- D. The City Manager or the Finance & Information Systems Director has complete authority to recall any credit card and/or charge cards and take the credit card and/or charge cards from any employee for abuse or any unauthorized charges.
- E. The City shall have unlimited authority to revoke use of any charge card and, upon such revocation order being delivered to the credit card company, shall not be liable for any costs.

ATTACHMENT E

Quarterly Progress Report



**WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

3060 Willamette Drive NE, Suite 101 ~ Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269 ~ Website:  
<http://watpa.waspc.org>

*"preventing and reducing motor vehicle thefts and other associated crime in the State of Washington."*

**Grant Award Quarterly Progress Report**

<b>Reporting Agency:</b>	<b>Reporting Period:</b> Check the appropriate box	
WATPA Grant Award #: 2013-2015-GG-WATPA-005		
<b>Report Completed By:</b>	Jan-Mar <input type="checkbox"/>	Apr-Jun <input type="checkbox"/>
<b>E-Mail Address:</b>	Jul-Sep <input type="checkbox"/>	Oct-Dec <input checked="" type="checkbox"/>
<b>Contact Number:</b>	Year	2013
<b>Quarterly Reports due by January 15, April 15, July 15, October 15</b>		

1. What goals were accomplished as related to your established performance measures this quarter?

Nestor, just a thought...we could list our goals here in bullet form and then add the narrative as it applies to each goal (i.e. GOAL 1, narrative; GOAL 2, narrative; etc.) – or maybe just list the goals in bullet form (possibly before question 1), then, in the narrative for questions 1 and 2, add a brief comment referencing the applicable goal (i.e., "In keeping with Goal 1, the ACE Task Force.....") or some other tie-in ("(see Goal 1)", etc.)?

2. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones? Can WATPA provide assistance to help address these issues?

3. Are you on track to fiscally and programmatically complete your program as outlined in your grant application?



4. Are there any innovative or exceptional programs or accomplishments that you did this quarter, or plan on doing for the next quarter, that you would like to share with WATPA?

[Add educational piece to include events, meetings, website, FB, Twitter, etc., and photos if applicable]

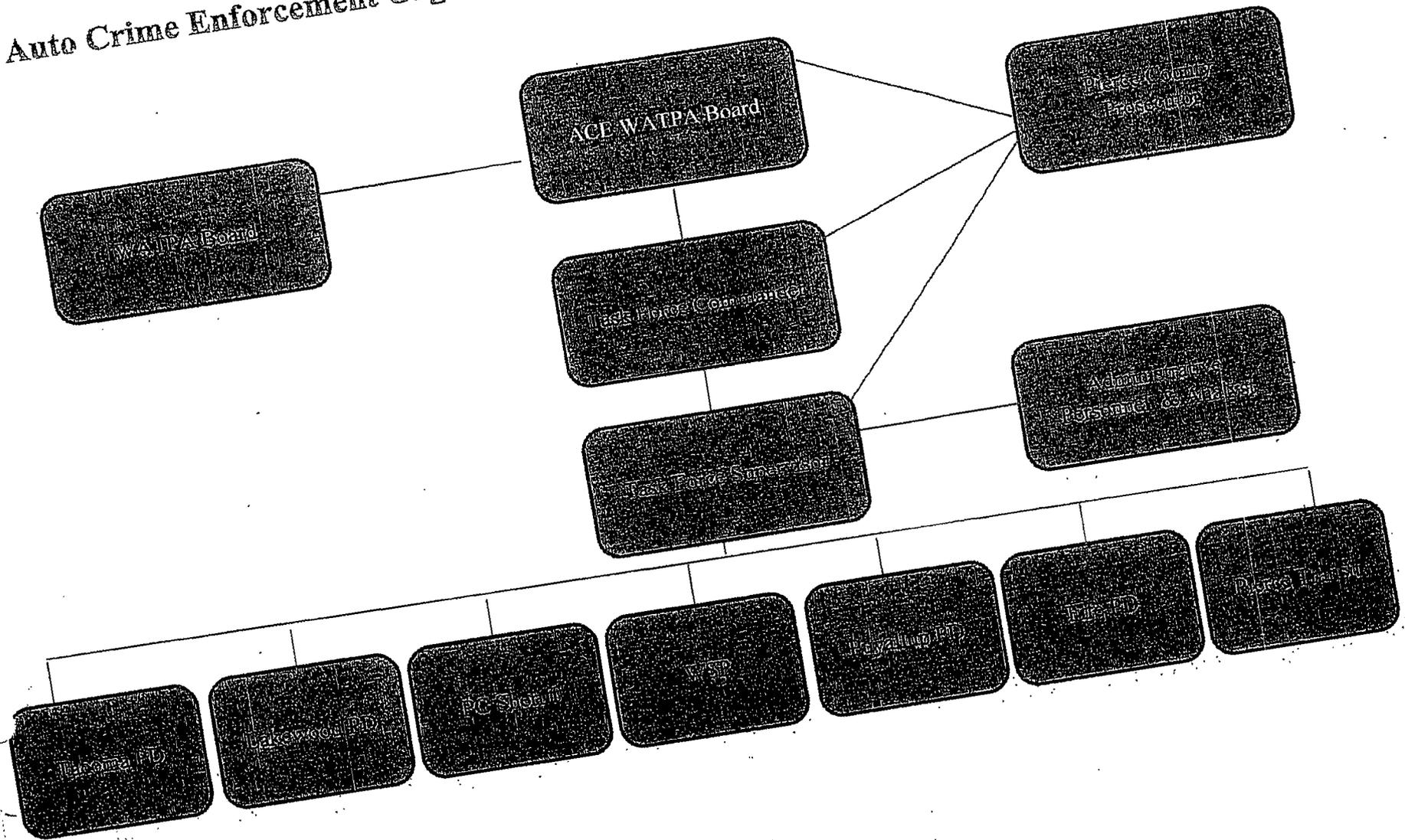
5. Statistics **\*\*Only Task Force Stats, NOT all City Stats\*\***  
*Nestor & John will complete this section*

Number of stolen vehicles recovered	
Number of charges for vehicle theft	
Number of arrests for possession of stolen vehicle	
Total value of stolen vehicles recovered	
Total value of stolen parts recovered	
Number of vehicle theft cases filed	
Number of vehicle theft convictions	
Average length of sentence at time of conviction	
Number of investigations initiated	
Number of investigations completed	
Number of <b>*theft rings</b> disrupted <i>*example 3 or more suspects involved in conspiracy to steal/receive/purchase stolen cars</i>	
Number of <b>*chop shops</b> disrupted <i>*visited and shaken up suspected chop shops who stopped their activities – even if no arrests were made – Fear Factor</i>	
Number of <b>*export operations</b> disrupted <i>*any avenue: port of entry or shipment out of state; ebay; craigslist; etc., that moves stolen vehicles/goods out of the state/area</i>	
Number of other criminal arrests	
♦ Drugs	
♦ Identity theft	



◆ Burglary	
◆ Car prowl	
◆ Weapons	
◆ Other	
Number of bait car deployments	
Number of bait car activations	
Number of bait car apprehensions	
Number of LPR reads	
Number of stolen recoveries by LPR	
Number of stolen license plate recoveries from LPR	
Number of vehicle theft arrests from LPR	
Number of possession of stolen vehicle arrests from LPR	
Number of shifts LPR deployed	
Number of other arrests from LPR	
Number of <b>*public awareness presentations</b> <i>*Including training of officers, deputies, troopers, etc.</i>	
Number of attendees	
Number of vehicle theft awareness events	
Number of VIN etching events	
Other:	

# Auto Crime Enforcement Organizational Chart 2013-2015



## Appendix B

## Task Force Policy Manual

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This manual shall be effective September 2013 and will remain in effect unless suspended by written order. This manual does not supplant but supplements the following articles that are referenced within;

Inter-local agreements;  
Agreement between WAPTA and local agencies;  
Advisory Board Guidelines.

Approved:

Task Force Advisory Board

# Task Force Policy Manual

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# Task Force Policy Manual

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## STATEMENT OF PURPOSE

Law enforcement agencies are faced with the responsibility of investigations with decreasing resources. Nationwide, multi-jurisdictional Task Forces have proven their ability to make significant impacts on crime. Such units are an extremely efficient use of law enforcement resources. The cost effectiveness of this unit for city and county resources is enhanced by the participation of the county Prosecutor's office, state and federal agencies. This integrated approach to investigations has been proven throughout the United States as a positive approach to combating the increasing lawlessness that surrounds auto theft activity within our society.

The Auto Theft Task Force is a multi-agency unit funded by a grant from the Washington Auto Theft Prevention Authority and the Washington State Patrol. All other support is from the individual agencies within Pierce County. No single agency controls the Task Force. Each member is equal in the unit, working as a team player towards the unit's goals and objectives.

### 1.00

#### MISSION and GOALS

##### Mission Statement

The purpose of the Task Force is to reduce the incidences of vehicle theft in Washington State and the Puget Sound Region through pro-active enforcement efforts, apprehension of criminals who steal vehicles, and increasing public awareness of auto theft, thereby improving the quality of life in our communities.

##### Goals

- Increase the number of arrests of vehicle theft suspects;
- Increase the rate of vehicle theft suspect arrests;
- Disrupt criminal organizations involved in the trafficking of stolen vehicles and other stolen property;
- Collect, analyze and disseminate vehicle theft and related criminal intelligence to local law enforcement agencies;
- Increase the recovery rate of vehicles stolen in the Puget Sound Region;
- Increase the public awareness of the vehicle theft problem and reduce vehicle theft through public awareness;
- Address these issues with the foremost consideration of safety for both law enforcement and the community.

### 2.00

#### INTRODUCTION

This manual establishes the basic procedures and regulations that will govern the operation of the Theft Task Force. It is intended to provide a standardized operational procedure to conduct day-to-day operations. In situations where an action must be taken, and it is not specifically covered within this manual, safety, common sense, and sound reasoning should be the guide.

## Task Force Policy Manual

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### 3.00

#### ASSIGNMENT of MANUAL

Each member of the Task Force will be issued a copy of the Task Force Operational Guideline manual. It is each member's responsibility to know the contents. Contents of the manual will not be disclosed to unauthorized personnel without the commander's approval.

Any revisions to the manual, in whole or in part, will be disseminated to each unit member as they occur. It is each unit member's responsibility to ensure that the revisions are incorporated into their personal copy and kept current.

### 4.00

#### REQUESTS for ASSISTANCE

It shall be the policy of the Task Force, based on the availability and priorities, to respond to requests for case development assistance from member agencies whose situation demands expertise or resources beyond their existing limitations. If assistance is provided and the Task Force becomes extensively involved in the on-going investigation, the Task Force may elect, by mutual agreement, to become the primary investigating agency on that case.

It shall be Task Force policy that if members are requested to assist with execution service of a search warrant from another agency, a Task Force supervisor will read a copy of the affidavit and risk analysis prior to making a commitment to the extent of our involvement. If the case will be prosecuted in Pierce County, if possible, the Task Force Prosecutor should review the affidavit.

### 5.00

#### COMPLIANCE with LAWS, LAWFUL ORDERS, and the MANUAL

Task Force members are required to obey all applicable Federal and State laws and local ordinances. Further, members are required to obey all rules, regulations, and procedures as set forth in this manual or any other official document as it pertains to the Task Force and specific or related duties.

All members shall obey and properly execute any lawful order issued by a supervisor. The supervisor shall be held responsible for all orders and instructions issued by him/her to those under his/her direct supervision and for any consequences arising from compliance with such orders and instructions. No supervisor shall issue an order which is contrary to, or tends to nullify an established procedure except in cases of an emergency. The supervisor must be prepared to justify the issuance of such an emergency order.

In any situation that is not specifically addressed in this manual, assigned personnel may refer to the policy of their respective jurisdictions as a guideline.

### 6.00

#### CODE of CONDUCT

The success of the Task Force will be greatly influenced by the conduct, character, and demeanor of each member. Members will at all times conduct themselves in a professional manner in regards to their dealings with suspects, other agencies, and the general public.

## Task Force Policy Manual

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### 6.01

#### Conduct Guidelines

- Consuming alcoholic beverages in the performance of duties will be permitted while exercising caution and good judgment and only when necessary for the furtherance of the investigation.
- Any detective or investigator who has consumed alcoholic beverages during an investigation will notify their supervisor as soon as it is safe to do so. This detective or investigator will not be assigned to an arrest or entry team during that shift. The on-scene supervisor will inquire, of the consuming detective or investigator, to determine sobriety prior to operating a motor vehicle.
- Task Force members appearing in court shall be punctual and shall appear in appropriate attire as directed by the policy of their parent agency. Conduct in court shall be of the highest standard of professionalism.
- Task Force members shall treat the official business of the Task Force as confidential and shall not disclose it to anyone not having a need or a right to know. Requests for Task Force records will be referred to the Administrative Lieutenant at the task force.
- Task Force members shall not socialize with, receive gifts from, or conduct trade with a criminal informant, criminal suspect, or other persons known to be of ill repute. If any member receives such an offer, that member shall immediately notify their supervisor. It is necessary that Task Force members interact with these persons on a frequent basis, and all such interactions shall remain strictly as a business relationship.
- The effectiveness of Task Force is dependent upon each member's willingness to conform to the Task Force's mission, goals, objectives, and procedures. Any questions of procedure or disagreement with any of the above mentioned issues should be brought to the attention of the Task Force Commander in writing for resolution.

### 6.02

#### Receiving Criminal Complaints

When new criminal information is received into the Task Force, it may either cause an investigation or "special project" to be initiated, or, if it does not meet the Task Force guidelines, it may become intelligence and then be passed on to the appropriate agency. Detective/investigators should exercise proper discretion with all sensitive information received. Complaints involving drug trafficking, gang activity or organized criminal enterprises will be forwarded to the appropriate drug or gang task force or to the Washington State Fusion Center.

### 7.00

#### ADVISORY COMMITTEE

The Advisory Committee shall consist of representatives of each Task Force participating agency (or their designee). The Advisory Committee shall be comprised of command level personnel from the following agencies:

- Lakewood Police Department
- Pierce County Prosecutors Office
- Pierce County Sheriff's Office
- Pierce Transit
- Puyallup Police Department
- Tacoma Police Department
- Washington State Patrol

## Task Force Policy Manual

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- Pife Police Department

### 7.01

#### Advisory Committee Meeting

The representative from the grantee agency shall Chair the Advisory Committee.

The Advisory Committee shall meet at least quarterly to receive a comprehensive report from the Task Force Sergeant concerning activities of Task Force over the past quarter, address issues pertaining to the operation and support of the Task Force, address changes to protocol, and review Program Progress Reports submitted to the State under the terms of the grant award. The Committee shall also be briefed on any financial or performance audit results. Special meetings may be called at any time by the Chair of the Committee. Special meetings may also be requested by the Task Force Commander, Task Force Sergeant or any other member of the Committee.

### 8.00

#### TASK FORCE COMMANDER

The Task Force Commander shall be the Chief of Police of the City of Lakewood, Washington or his designee. The Commander has the overall responsibility to manage and coordinate Task Force activities, as well as to ensure compliance with the grant provisions, Standard Operating Procedures and to evaluate the overall training, readiness and effectiveness of the Team. The Task Force Commander reports administratively to the Advisory Board.

The Task Force Commander or his designee has a scope and nature of responsibilities including, but are not limited to:

1. Manage administrative responsibilities;
2. Approve policy and procedure of the Task Force. Responsible for the preparation and upkeep of unit guidelines and ensuring compliance with these policies, procedures, and guidelines;
3. Keep the Advisory Board apprised of all matters and needs pertaining to the Task Force;
4. Facilitate budget requests and budget monitoring in cooperation with the Task Force Administration;
5. Oversee the audit of investigative funds and maintenance of proper accounting methods;
6. Authorize wire intercepts as per RCW 9.73 et seq.
7. Perform any other duties necessary for the good of the Task Force operation.

### 9.00

#### TASK FORCE SUPERVISOR

The Task Force Supervisor shall be a Supervisor from a participating agency, appointed by the Chief Executive of that agency and confirmed by the Advisory Board. The Supervisor has the responsibility for day to day supervision of Task Force activities and subordinate personnel, including:

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1. Plan, direct, and control the activities of the Task Force in coordination with the Task Force Commander, and provide leadership to personnel in achieving Task Force goals and to establish priorities of the Task Force;
2. Participate in determining policy and procedure of the Task Force and for the preparation and upkeep of unit guidelines and ensure compliance with these policies, procedures, and guidelines;
3. Ensure the accountability of Task Force equipment;
4. Ensure confidentiality of all Task Force investigative records and files;
5. Monitor priorities given for requests of assigned investigations;
6. Advise the Task Force commander of all matters and needs pertaining to the Task Force as deemed necessary;
7. Notify the Commander of exceptional incidents that occur after hours. (i.e.: newsworthy events, injury to unit member, vehicle accidents, etc);
8. Act as liaison with other law enforcement and criminal justice agencies;
9. Determine priorities for assigned investigations;
10. Oversee the expenditure of investigative funds and maintenance of proper accounting methods. Prepare financial reconciliation reports monthly of investigative funds and coordinate with the Task Force Commander to ensure the accountability with respect to investigative funds;
11. Solicit unannounced financial audits by appropriate investigators;
12. Coordinate preparation of press releases with appropriate agencies or when directed by Task Force Commander;
13. Perform any other duties necessary for the good of the unit operation;
14. Maintain and update the Training Manual;
15. Performs periodic audits on the proper use of safety plans.
16. Provide guidance and assistance on all investigations;
17. On scene supervision of all undercover operations;
18. Regularly apprise the Commander of unit activities and progress of long term or exceptional operations and investigations;
19. Read and approve reports, risk analysis, and operational safety plans. Review search warrants, affidavits, and wire intercept requests per RCW 9.73 et seq.;
20. Maintenance of account books reflecting investigative fund expenditures of Task Force detective/investigators;

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21. Periodic audit of detective/investigator funds and monthly balancing of the investigative fund;
22. Manage C.I. file and participation in, and overseeing, informant management. Verify the identity of each confidential informant;
23. Review and approve time sheets and vacation requests for unit personnel;
24. Prepare statistics as required;
25. Prepare initial, midterm, transfer, and annual evaluations;
26. Screen requests for call outs or assistance from other agencies;
27. Coordinate and attend meetings with outside agency supervisors,;
28. Constantly assess unit personnel, the Task Force direction, and determine ways procedures and operations can be improved;
29. Select and designate, in writing, an acting supervisor as necessary;
30. Perform any other duties necessary for the good of the Task Force.
31. Manage Task Force fleet

### 9.01

#### Acting Supervisors

In the event that a Supervisor will be away from the Unit for vacation, extended sick leave or other long-term absences, the Supervisor appoint a Task Force member as Acting Supervisor.

The Acting Supervisor will possess all the duties, responsibilities, and authority of a regular Supervisor in Task Force. The authority of an Acting Supervisor will not be counter ordered by a regular Supervisor unless it is an issue of safety, legality, or policy.

### 10.00

#### TASK FORCE DETECTIVE/INVESTIGATOR

Assigned personnel shall be detectives or investigators selected by the Chief Executive of the participating agency and confirmed by the Advisory Board. Assigned personnel shall work in two or more person teams to complete specific investigatory and public education tasks at the direction and supervision and report the Task Force Supervisor for any Task Force related activity. A Task Force Detective/Investigator responsibilities shall include, but are not limited to:

1. Obtain written and telephonic search warrants;
2. Complete detailed case reports. Maintain case reports in an organized manner for reassignment in the event of their departure. The reassignment of cases will be at the discretion of the unit supervisor;

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3. Prepare operational briefing plans and risk analysis;
4. Conduct day and night time surveillance;
5. Work in an undercover capacity to further criminal investigations;
6. Work with and manage confidential informants;
7. Acquire the skills and knowledge of search warrant entry techniques;
8. Work with municipal, county, state, and federal agencies;
9. Be available to be called out after hours, weekends and holidays as needed;
10. Be available and prepared to travel during an investigation with little or no notice;
11. Stay up to date on search and seizure laws;
12. Be able to operate special equipment and perform electronic surveillance and intercepts;
13. Have the ability to prepare and work long term investigations lasting from one to several years;
14. Be responsible for financial expenditures and balancing books each month;
15. Carry approved firearm while on duty;
16. Perform any other duties necessary for the good of the operation;
17. Conduct financial investigations.
18. Upon assignment to the Task Force, personnel shall meet with the Task Force supervisor to receive the Task Force orientation. Personnel shall also attend specialized training as appropriate to the assignment.
19. Attend parent agency's in-service training.

### 11.00

#### PROSECUTOR STAFF

##### 11.01

#### Assignment and Duties of a Deputy Prosecuting Attorney

A Pierce County Deputy Prosecuting Attorney (DPA) may be appointed to Task Force by the Pierce County Prosecutor. This DPA reports to the Chief Criminal Deputy Prosecutor or their designee. All Task Force investigations referred to the Pierce County Prosecutor's Office for consideration of filing State criminal charges shall be assigned to this criminal deputy prosecutor. This DPA provides vertical prosecution on Task Force cases: requests follow-up investigation as needed; makes charging decisions and handles the prosecution from first appearance in court through sentencing. This DPA shall follow the Prosecutor's Office Charging and Disposition Standards and will comply

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with the policies of the Pierce County Prosecuting Attorney's Office regarding case filing and reduction decisions. This DPA also provides to Task Force law enforcement members, upon request, legal analysis of proposed evidence-gathering tools or steps, such as the use of search warrants and wire intercept orders. This DPA does not participate in or direct any law enforcement investigation.

In agreed resolutions of criminal actions arising from Task Force investigations, this DPA will endeavor to secure a provision requiring the defendant to forfeit any interest in property seized in the investigation. In the event of a non-agreed resolution, this DPA shall request forfeiture of seized property at sentencing. The host agency will in its discretion handle any other civil forfeiture action arising from the seizure of a suspect's assets in connection with a Task Force criminal investigation. The host agency is the Lakewood Police Department.

### 11.04

#### Requests for Discovery and Public Disclosure Requests

When a defendant or defense attorney makes a discovery demand for case reports or other investigative information, the DPA assigned to the case shall answer. When a public disclosure request for case reports or other investigative information is made while the investigation is pending, requesters will be referred to the Washington State Patrol Public Disclosure Section. When a public disclosure request for case reports or other investigative information is made after a referral for a charging decision has been made to the Prosecutor's Office, their public disclosure officer shall respond.

### 12.00

#### OFFICE RULES AND PROCEDURES

The Task Force may be provided office space that is not attached to a law enforcement facility. Due to the nature of the work and the sensitivity of the investigations, security measures must be strictly adhered to.

### 12.01

#### General Rules

1. The office and workstations will be maintained in a neat, professional manner;
2. Unassigned workstations will not be used as storage areas. All workstation floor areas will be clear and not used as storage areas;
3. All common areas will be clean and orderly at all times. Trash and shredder will be emptied as required;
4. Unit personnel shall be responsible for the security of all investigative, intelligence, or evidentiary material contained in the office. Such material shall not be left out or unsecured in the member's absence;
5. Unit personnel will not disclose the address of the office.

### 12.02

#### Office Security

1. The office entry doors will be locked at all times;
2. Non-law enforcement personnel shall not be permitted in the office without an escort;

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3. Our location shall not be divulged without a need to know;
4. Informants, defense attorneys, private investigators, prisoners and suspects shall not be permitted in the office at any time;
5. Mail should be addressed to personnel at their parent agency;
6. Raid gear and other items displaying "police" markings or insignia will not be exposed outside the office or in the parking areas on Task Force property;
7. Staging for search warrants and other marked operations are encouraged to be held at locations other than our office;
8. Visitors will be discouraged from arriving in marked patrol vehicles, and or in law enforcement uniforms.
9. Firearms will not be left unsecure at the office facility
10. The last person to leave the office each night will ensure the following:
  - Office copier, and small appliances are off;
  - The informant file cabinet is closed and locked;
  - Lighting reduced to minimum standards;
  - Alarm is set to the appropriate level;
  - The gate is closed and locked.

### 12.03

#### Shift Schedules/Vacations/Time Off

1. Unit members will report to work on time and shall work their entire shift unless cleared by the Task Force supervisor. Any change in shift hours requires prior supervisor approval. Members shall call the office or the supervisor if reporting to work late or calling in sick;
2. Due to the nature of our work, mutually agreed upon short term scheduling adjustments (with prior supervisor approval) is generally available to accommodate work and personal needs;
3. All employees shall try to be available by telephone when off duty; A twenty minute call back time after a page or call is reasonable; Supervisors are to be available by email or telephone at all times; This does not apply to authorized time off;
4. All vacation and time off requests will be submitted in writing at least one week prior to the date(s) requested. Variation from this policy requires supervisor approval. No more than two unit members may be off on vacation at any given time unless pre-approved by the Task Force supervisor. Any conflicts in scheduling will be determined by date and time of request and unit seniority.

### 12.04

#### Schedule for Briefings

- Unit Briefings - Every Tuesday at 1130 hours

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### 12.05

#### Call Outs/Overtime

1. Unit members will not respond to direct call outs from patrol or any other unit or agency unless pre-approved by the Task Force supervisor or as part of liaison assignments. Call outs must be cleared and assigned by the supervisor;
2. In order to accomplish Task Force objectives, overtime hours may be required. The Task Force supervisor will attempt to schedule and manage detective/investigators' hours in such a manner as to accomplish those objectives with the least disruption to detective/investigators regular work hours;
3. Before approving overtime, the Task Force supervisor is responsible for determining that overtime is essential. All overtime must be pre-approved by a Task Force Supervisor unless common sense and good judgment dictate the obvious necessity of overtime to accomplish an objective.

### 12:06

#### Maximum Consecutive Work Hours

1. For health and safety concerns of the members of the Task Force, the following policy shall apply: No member of Task Force will be required, nor allowed, to work more than eighteen consecutive hours, without a minimum of six consecutive hours off in any given 24 hour period. Exceptions to this policy for unusual occurrences or other incidents shall receive approval or direction by the Task Force Commander or their designee.
2. It is the direct responsibility of the Task Force member to make the supervisor aware if the above situation occurs. Members involved with special assignments outside of their task force duties (i.e.: SWAT; ERT; DIVE; BOMB, etc.) shall also inform their specialty supervisor prior to responding to a call out.
3. All work performed in excess of the regular scheduled shift shall be compensated as determined by the applicable labor agreements.

### 12.07

#### Receipts

1. Monthly buy fund receipts will be turned in to the Task Force supervisor on the first workday of the new month, accurate, complete, and signed.
2. The WSP Task Force supervisor will have WSP funds turned in to the WSP Lieutenant by the end of shift on the third workday of the new month.

### 12.08

#### Reports

1. Reports will be completed and to the supervisor within 72 hours of the incident.
2. All arrest reports will be completed by the detective/investigators, prior to going off duty;
3. The case officer will ensure that all follow up reports are completed within the unit timelines and routed appropriately;
4. All incidents involving use of force will be documented in the reports. Policy and procedures from the parent agencies' use of force shall be complied with;

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5. Reports and case logs will be regularly reviewed by the supervisor and will kept up to date;
6. Investigators will not describe surveillance equipment or its application in reports.

### 12.11

#### Voice Mail/Email/Mailbox

All unit personnel will check their mailbox, voice mail, and email at the beginning of each shift, and as often as possible throughout the day. Outlook Office Assistant shall be used to provide an "Out of Office" email message reflecting the same information as in the voice mail.

All unit personnel will check their calendars and enter all office related appointments on their calendars on a daily basis. This tool is used by other staff members for scheduling and must be completed.

All unit personnel will promptly return phone messages and reply to emails in a timely manner.

### 13.00

#### EQUIPMENT

#### 13.01

##### Inventory/Sign Out

The Task Force supervisor will have the responsibility of overseeing the care, maintenance, and accountability of the task force equipment. The supervisor may appoint a member of the unit to assist with these duties.

A sign out log or appropriate automated system will be utilized and all members are required to complete the information on the log when checking equipment in or out. The log will be periodically monitored by the supervisor to ensure its accuracy.

A complete inventory will be performed at least once per calendar year.

#### 13.02

##### Purchase Procedure

All equipment purchases shall have the prior approval of the Task Force Commander and be routed through the appropriate fiscal offices.

#### 13.03

##### Damaged Equipment

Any equipment damaged during normal operations shall be reported in writing to the Task Force Supervisor as soon as possible and no later than 24 hours.

### 14.00

#### CIVIL CLAIMS OF DAMAGE

1. The Task Force Commander shall be notified immediately of any claims of damage, lawsuit filed, or intended to be filed, against the task force;

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2. Any claims of damage brought against the task force by civilians, suspects, or any other person(s) shall be reported to the WSP Risk Management Division (RMD) as well as member's agency Risk Management;
3. Any inquiries about any civil claims or lawsuits shall be referred to WSP RMD or participating member's Risk Management;
4. Task Force members should not answer questions or give interviews unless directed to do so by RMD and their parent agency.

### 15.00

#### HAZARDOUS MATERIALS

1. No hazardous, or potentially hazardous material or chemical(s), will be removed from any scene by task force members unless properly trained and equipped to do so;
2. No hazardous, or potentially hazardous material or chemical(s) will be brought to, or stored at, the Task Force office;
3. The appropriate Hazardous Materials response team will be contacted if any hazardous materials are located at a scene.

### 15.01

#### Clandestine lab responses

When a lab is discovered by the unit, via a search warrant or other means, members should:

1. If occupied, secure and remove all occupants;
2. If it is unknown what type of lab, do not ventilate;
3. If it is a methamphetamine lab, ventilate by opening doors and windows;
4. Leave the danger area and secure the perimeter;
5. Notify fire and aid if necessary;
6. Notify the Bio-Chem Team unit supervisor;
7. Make sure that no one re-enters the lab site.
8. Obtain as much information as possible to identify the type of lab and process;
9. Make sure the scene is secure and no one re-enters the lab site;
10. Contact the hazardous materials response team supervisor.

### 16.00

#### VEHICLE POLICY

### 16.01

#### Assignment and Use

Each full time Task Force member will be assigned an undercover task force vehicle;

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Unforeseen circumstances, emergencies, and other unknown issues may occur now and then that impact vehicle use. In those situations, use common sense and advise the supervisor prior to, or as soon after the occurrence as possible;

1. Each member will be responsible for the proper care, maintenance, and scheduled servicing of their assigned vehicle;
2. Members will obey all traffic laws during the normal course of business;
3. Undercover vehicles unless furnished with emergency equipment approved by host agency will not be involved in pursuits or attempts to stop fleeing suspect vehicles;
4. undercover vehicles should not be used to block suspect vehicles unless part of the operations plan, the suspect vehicle is not mobile, and with prior approval by the supervisor. This type of action is not encouraged and requires supervisor justification;
5. undercover vehicles will not be used to make traffic stops unless it's an emergency, with the exception of vehicles equipped and authorized.

### 16.02

#### Vehicle Collisions: Driver's Responsibility

1. Advise dispatch of the collision, requesting aid (if needed), the local police agency unit, and request a supervisor from the task force and/or unit member's home agency be notified;
2. Render first aid if necessary;
3. Do not make any admission of fault or liability regarding the accident;
4. Driver and all occupants will fill out witness statements as needed.
5. Use the issued license plate and vehicle number for collision reports. Do not use the undercover plate number.

### 16.03

#### Vehicle Collision: Supervisor's Responsibility

1. The supervisor shall ensure that the Task Force Commander is notified, and a supervisor from the member's home agency is notified;
2. The supervisor shall ensure that the collision is thoroughly investigated, photographed, and appropriate reports are completed;
3. Submit all reports to the Task Force Commander within 24 hours.
4. Notify Risk Management, via email, or phone call, or both.

### 16.04

#### Vehicle Damage

In situations where damage occurs to a task force vehicle, and is not the result, either directly or indirectly, of a vehicle accident, the following procedure applies:

1. Notify the supervisor as soon as possible;

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2. Prepare a memo detailing how the damage occurred, if known, and submit the memo to the supervisor.

### 17.00

#### UNIT TRAINING

##### 17.01

##### Scheduled Unit Training

The Task Force Supervisor will be responsible for arranging training.

Attendance on unit training day will be mandatory. Members of the unit shall not schedule any conflicting operations or activities.

##### 17.02

##### Training Request Form

Each member desiring to attend any school or training shall, complete a training request form and submit it to their home agency through the Task Force Supervisor.

##### 17.03

##### Training Records

The Task Force Supervisor shall maintain a file containing records of all training attended by unit members. A copy of the training records shall be provided to the employee's parent agency.

### 18.00

#### PERFORMANCE EVALUATIONS

##### 18.01

##### Annual Performance Evaluation

The Task Force supervisor will provide input regarding each detective/investigator performance to their parent agency supervisor.

### 19.00

#### OPERATIONAL SAFETY PLANS

Unit detectives/investigators are involved in various operations in the day-to-day duties of investigating auto theft and other criminal activity. Due to the nature of these investigations, it is imperative that these operations be properly planned to provide for officer and citizen safety as well as the successful prosecution of these crimes. All operations involving search warrants and planned arrests will be accomplished through the use of written operation safety plans. Controlled buys and planned surveillance may require a written operations safety plan depending on the extent of the operation. All operation safety plans will be reviewed and approved by the Task Force Supervisor. This operation safety plan should include, as a minimum, the following:

1. Identity and photograph of the informant, if applicable;
2. Identity and photographs (DOL, Booking) of all suspects and associates being encountered in the investigation as they occur, if possible;

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3. Identification and description of all suspect vehicles that may be encountered;
4. Potential for violence of any suspects, any weapons, dogs, or other danger or risk factor;
5. Arrest or duress signals, both visual and audible;
6. Emergency contingency plans, for police, citizens, and confidential informants;
7. Determination for the need of specialized personnel and/or equipment such as:
  - Tactical Team
  - Tactical Emergency Medical Services (TEMS)
  - Health District
  - Clandestine Lab Team
  - Hazmat
  - Fire and/or Aid
  - Child Protective Services
  - Animal Control
  - Canine Unit
  - Bomb Disposal Unit
  - Tow Trucks

### 19.01

#### Risk Analysis

All planned arrests and search warrants shall be presumed to be of high risk pending an analysis. A risk analysis shall be done by the case detective or investigator for each pending search warrant or planned arrest situation which shall be reviewed and approved by the supervisor. Search warrants that are determined to be of a high risk will have a consultation and review with the tactical team commander within the affected jurisdiction, and may be executed by said tactical team or WSP's SWAT team if turned down by local jurisdiction or need of special equipment for example a clandestine lab situation.

All operations safety plans and risk analysis reports will be kept in a separate unit file.

### 19.02

#### Operations Briefings

The operation briefing will include a review of the operational plan format, personnel assignments, and an introduction of all non task force personnel. If you do not attend the briefing, you should not be involved in the operation.

Assignments will be made by the Task Force Supervisor and may be as follows:

#### Case Detective/Investigator or Designee:

- Obtains search warrant;
- Conducts briefing;
- Makes assignments;
- Assures proper forms are left at premises;
- Files return of service with court within three days;

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- Enters evidence into property room and requests appropriate testing;
- Ensures seizure notices are properly served;
- Ensures locations are secured prior to leaving.

### Entry Team:

- Makes entry into location;
- Controls occupants and suspects;
- Secures location.

### Perimeter Security:

- Apprehends suspects fleeing from location;
- Controls access to location;
- Security of police vehicles;
- Remains outside. Does not enter location unless requested.

### Recorder:

- Logs evidence and seized items;
- Assures evidence is properly scaled and marked;
- Assists case detective/investigator with entering evidence into property room;
- Marks each room with a number and provides a sketch of the location; each room is then "signed off" by searching detectives/investigators.

### Finder:

- Locates evidence;
- Seals, marks, and initials evidence after it has been photographed;
- Assists Recorder with logging evidence;
- Signs room number tag after search is completed.

### Photographer:

- Still photographs and video mandatory when children are involved, and when a seizure is, or may be, likely.
- Premises prior to commencing search;
- Point of entry if forcibly breached;
- Photos of suspects at scene;
- All evidence where it is found;
- Any property damage;
- Other items as determined by case detective/investigator;
- Premises and exit photos after search is completed.

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### Interviewer:

- Advises suspects of their Miranda admonishment;
- Explains charges to suspects;
- Obtains initial statements from suspects;
- Assists in securing suspects at the location.

### Interior Security:

- Guards the suspects;
- Assists the Interviewer.

The law enforcement agency in whose jurisdiction the operation is taking place will be notified prior to the operation commencing by the case detective/investigator. That agency should be given the opportunity to participate. The supervisor can authorize the notification to be made after the operation is initiated under unusual circumstances.

All detectives/investigators assigned to the Task Force will adhere to these planning guidelines:

### 19.03

#### Arrests

1. No unit member shall effect an arrest alone, except where an arrest must be made for the protection of the officer and or other person(s);
2. In such circumstances unit members will comply with the dictates of sound judgment and in accordance with the policies of the member's home agency.

### 19.04

#### Search Warrants

1. The case detective/investigator will normally be the affiant for a search warrant;
2. Prior to applying for the warrant, the detective/investigator will visit the premises and make every attempt to ensure that the warrant is issued for the correct location;
3. Search warrants may be reviewed by the unit prosecutor unless the unit prosecutor is unavailable in which case any Pierce County prosecutor may be used;
4. Once approved, the detective/investigator will review the warrant with a judge and obtain judicial authorization for the service of the warrant. This authorization may be obtained telephonically, or by FAX, using established procedures;
5. Should the warrant be for a location outside Pierce County, the warrant shall be signed by a Superior court judge;
6. A search warrant should not be served without the assistance of uniformed personnel. In situations where a patrol unit is not available, a decision must be made based on risk factors and manpower, whether to serve the warrant or not;
7. Uniformed personnel will be assigned a high visibility position for the warrant service such as perimeter or at the entry. Patrol vehicles will be utilized when possible for high visibility police presence;

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8. Prior to the service of a search warrant, the case detective/investigator shall complete an operational safety plan and risk analysis and submit it to the unit supervisor for review and approval;
9. The supervisor will review the risk analysis to determine if special entry teams should be utilized;
10. The operational safety plan and risk analysis will be kept on file.
11. The case detective/investigator will conduct a briefing to all involved personnel. The briefing will include the following:
  - A complete description of the target premises with sketches, photographs, and videos if possible;
  - A complete description of all suspect targets that may be at the location, including background information, photographs, and any potential for violence;
  - Personnel assignments to include: entry team, perimeter, knock and announce, service copy of warrant, ram, photographer, search team, evidence recorder, interviewer, and any other special assignment;
  - Equipment assignments; i.e.: evidence kits, bust bags, camera, ballistic shield, bolt cutters, etc;
  - Assign main radio frequency and alternate.
12. The case detective/investigator will ensure that proper notification has been made to a road supervisor, dispatch, and drug enforcement unit (If applicable) at the jurisdiction involved prior to the arrest or warrant service;
13. At the conclusion of the briefing, the case detective/investigator will read the service copy of the warrant to all involved personnel, and assign a member of the entry team to have the service copy of the warrant;
14. All unit members will wear issued raid gear clearly identifying them as police. Balaclavas may be worn with a ballistic helmet or baseball cap clearly showing the word "POLICE" on the front;
15. Body armor shall be worn by all personnel when serving arrest and search warrants, or when confronting a planned arrest situation;
16. Once the scene is secured, the premises will be photographed and videoed prior to the search being conducted. Each item seized will be photographed in the location it was found. The premises will again be photographed after the search is completed;
17. The case detective/investigator will be responsible to see that the appropriate copies of the warrant and inventory are left at the location;
18. Deviation from this procedure may be made when service of a warrant presents no hazards, such as: a safe, toolbox, storage locker, impounded vehicle, etc.

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### 19.05

#### Hot Pop (Buy/Bust) Operations

1. The case detective/investigator will complete a threat assessment and have it reviewed and approved by the supervisor.
2. The case detective/investigator will have an approved wire authorization and the undercover detective/investigator will wear a body wire and/or recorder if RCW 9.73 requirements are met.
3. If the flash roll is needed, the case detective/investigator will obtain the funds from the supervisor prior to the briefing. The serial numbers of the flash roll will be copied or recorded and made part of the case report.
4. The location for the operation will be physically visited prior to the briefing to ensure advantage of control of the area and allow for a detailed sketch and description for briefing.
5. Patrol must be notified and a patrol unit assigned to the immediate area to make the arrest after the deal has been consummated. A hot pop will not be conducted without uniformed personnel unless absolutely necessary and with the approval of the supervisor.
6. The briefing will include the following:
  - Description, diagram, and photos (if available) of the operation location;
  - Description, photo, and criminal history of suspects;
  - Description and license number of suspect vehicles;
  - Photo of confidential informant if utilized;
  - Personnel assignments;
  - Equipment assignments;
7. Arrest signals will be defined and include:
  - A clear audible signal;
  - A clear visual signal;
  - An alternate clear visual signal.
8. One detective/investigator will be assigned to monitor the body wire and relay necessary information to all the other units via radio and cell phone. All other radio traffic will be kept to a minimum.
9. When the arrest signal is given, the assigned detective/investigator will relay to all units.
10. The confidential informant will be removed from the scene as soon as possible and exposure to unit personnel and unit vehicles should be kept to a minimum.
11. Once the arrest has been made and all is secure, the scene will be cleared as soon as practical.

### 19.06

#### Reverse Investigations

1. Reverse investigations will follow the same procedure for hot pop operations.

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2. The case detective/investigator will get the supervisors approval to obtain needed investigative aids for the reverse.
3. Immediately following the operation, the investigative aids will be booked as new evidence.

### 19.07

#### Controlled Buys

1. Controlled buys require the use of a confidential informant (C.I.) to facilitate criminal transaction where an introduction of an undercover detective/investigator cannot be accomplished.
2. When a controlled buy is a chargeable case and the C.I. agrees to testify, the case detective/investigator will obtain an approved wire authorization and the C.I. will wear a body wire and/or a recorder.
3. At least two detectives or investigators will be utilized in a controlled buy operation.
4. Prior to the buy, the C.I. and the C.I. vehicle if used, will be thoroughly search to ensure that no contraband or other funds or weapons are present.
5. The case detective/investigator will copy or record the serial numbers of the funds given to the C.I. to make the purchase.
6. The C.I. will be kept under surveillance until the buy is consummated and the C.I. returns to the pre-arranged meeting place.
7. The C.I. and the C.I. vehicle, will again be searched to ensure that isn't any other contraband or funds or weapons are present.
8. The items will be placed into evidence; if an item is a suspect drug, it will be field tested prior to being booked into evidence.
9. The C.I. will provide a witness statement and the transaction will be noted on the back of the C.I. file card.

### 19.08

#### Undercover Buy/Walks

1. The case detective/investigator will complete a threat assessment and have it reviewed and approved by the supervisor.
2. The case detective/investigator will have an approved wire authorization and the undercover detective/investigator will wear a body wire and/or recorder.
3. Buy/Walks require the team supervisor and one detective/investigator to monitor the wire and a minimum of two detectives or investigators as an emergency response team.
4. Detectives and investigators shall be armed when conducting a undercover buy
5. If drugs are purchased they will be field tested and placed into evidence.

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### 19.09

#### Knock and Talks

In cases where there is not enough information to obtain a search warrant, and the chances of obtaining further information are unlikely; or, if a location appears to be a low level class violator nuisance, knock and talks may be selectively assigned to detective/investigators or referred to patrol.

All knock and talks will be accomplished with a minimum of two unit members and a minimum of one uniformed patrol officer. Body armor will be worn and proper identification will be shown.

If consent to search is sought, proper warning shall be given to appropriate occupants. Refer to Ferrier and latest case law.

### 19.10

#### Landlord Notification

Per RCW 69.50.510, "Whenever a controlled substance which is manufactured, distributed, dispensed, or acquired in violation of this chapter is seized at rental premises, the law enforcement agency shall make a reasonable attempt to discover the identity of the landlord and shall notify the landlord in writing, at the last address listed in the property tax records and at any other address known by the law enforcement agency, of the seizure and the location of the seizure."

Unit members will ensure that notification is made to landlords either by personally mailing notice or by having the unit secretary mail a notification letter. This information will be recorded in an excel database.

### 19.11

#### Debriefing of Operations

Operations should be followed by a unit debriefing as soon as practical.

### 19.12

#### Strip and Cavity Searches

Strip and body cavity searches are sometimes necessary for safety or to seize evidence. All strip and body cavity searches will be conducted in accordance with RCW 10.79.060, et seq.

## 20.00

### UNDERCOVER OPERATIONS

The task force will have numerous occasions to conduct undercover operations. Specifically, this will entail the introduction of undercover detective/investigators to auto thieves and other criminals in order to purchase stolen property or infiltrate their organization.

The primary concern of any investigation or operation is officer safety, not the arrest of the suspect. Detective/investigator-suspect meetings and transactions occurring behind closed doors out of view of support personnel will clearly be the exception rather than the rule and must have prior supervisor approval.

Body wires or recorders should be used on every planned operation involving a undercover unit member.

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Prior to any undercover operation, search warrant service, or planned arrest, (including non-enforcement buy/walks), notification will be made to the agency of jurisdiction.

The supervisor and/or his designee will be present at all undercover buys and monitor the wire.

### 20.01

#### Conducting the Undercover Operation

1. A case shall be terminated if it is contingent on the undercover detective/investigator consuming a controlled substance.
2. If the undercover detective/investigator is placed in a life threatening situation in which a controlled substance must be consumed, the following shall occur immediately:
  - The arrest signal will be given and the arrest team will respond immediately prior to the ingestion of any controlled substance, if reasonably possible;
  - If a controlled substance has been consumed, the officer will be transported to the nearest medical facility;
  - The incident will be immediately reported through the chain of command.
3. Simulation of drug use is prohibited unless absolutely necessary to avoid physical harm to the officer.
4. All unit members will be aware of the danger signs that might indicate a possible robbery, assault, or "rip off". Some indicators are:
  - Suspect's eagerness to consummate the deal;
  - Prices are inconsistent with the normal street value;
  - Suspect's preoccupation with the flash roll or weapons;
  - Last minute changes in the pre-arranged transaction by the suspect;
  - Unknown or unseen associate of the suspect suddenly becoming part of the transaction;
  - The suspect's obvious inability to carry out the transaction;
  - The quality of sample is poor or the quantity is less than what was agreed upon.
5. Detective/investigators will never allow informants to control an operation.
6. The undercover detective/investigator will not deviate from the written plan unless supervisor approval can be obtained during the operation or if urgent circumstances dictate otherwise.
7. When the arrest signal is given, the undercover detective/investigator will not be involved in the actual arrest unless the situation absolutely dictates intervention.

*If, during an operation, the undercover detective/investigator is robbed by the suspects, the trouble and/or arrest signal will be given and the undercover detective/investigator will rely on the arrest team to take appropriate action.*

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8. The undercover detective/investigator will not front any portion of the flash roll.
9. An undercover detective/investigator will not meet with suspects in an investigation without proper surveillance and cover units.
10. Unit members will be provided undercover alias identification while assigned to the task force. It is good policy to acquire numerous pieces of identification in the alias name. (Concealed Weapons Permits, Hunting/Fishing License, Business Cards, etc.). Members shall possess police identification during planned enforcement operations.
11. Unit members will not give away any stolen property or sell drugs to any person unless it has been approved by the unit Commander, and the unit prosecutor has been advised that it is necessary to further the investigation of a high level drug organization. The use of this procedure will be extremely rare and under very special circumstances.

### 20.02

#### Wearing a Wire

Detective/investigators engaged in an undercover buys should wear a body wire (transmitter).

Detective/investigators engaged in an undercover buys should also carry an evidence recorder if circumstances allow.

Exception to this policy only with prior approval from the supervisor.

### 20.03

#### Armed During undercover

Detective/investigators engaged in an undercover buys shall be armed at all times. Any exceptions to this policy will be allowed only with prior approval from the supervisor.

### 20.04

#### Working undercover With Federal Agency

Whenever members of the unit are part of an operation conducted by any federal agency, or when a unit member is acting in an undercover capacity in a federal operation, the Task Force Supervisor will be present for the operation.

### 20.05

#### Undercover Risk Analysis

Whenever a detective/investigator is going to be engaged in an undercover buy, the undercover detective/investigator and the case detective/investigator will fill out an operational safety plan to be reviewed by the supervisor.

### 20.06

#### Surveillance and Surveillance Log

Surveillance is the discreet observation, in accordance with all applicable local, state and federal laws, of persons reasonably suspected of criminal activity, and the places which they frequent.

The ultimate objective of any surveillance is the collection of evidence for the detection, apprehension and conviction of persons reasonably suspected of criminal activities.

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For evidentiary purposes, as well as for good organizational procedure, observations made on surveillance should be entered in a log. The dates, times, addresses, vehicle and suspect descriptions, etc., must be included in the written notes made by the investigator as the surveillance progresses.

### USE OF FORCE

#### 21.00

Detective/investigators will follow their home agencies policies and procedures of reporting the use of force. Detective/investigators will notify the Task Force Supervisor of any application of force by the end of the shift.

### WEAPONS POLICY USE OF FORCE

#### 22.01

##### Duty Weapons

All Unit members must, at a minimum, qualify in accordance with their home agency policy and with the standard issue duty weapon of their home agency.

#### 22.02

##### Non-Issued Weapons

Unit members must have all non-issued weapons approved by home agency. Unit members must qualify at least to home agency standards.

#### 23.00

### OFFICER INVOLVED SHOOTING PROCEDURE

The task force is unique in that it is staffed by officers from numerous jurisdictions with each jurisdiction having its own set of procedures and policies. The Task Force Operational Guidelines Manual has been implemented to provide consistency in auto theft investigations and is written so as not to conflict with the procedures and policies of other agencies.

In use-of-force situations, all members of the task force will operate under the policies set forth by their home agencies. The following is procedural policy in the event that a task force member is involved in a task force related shooting incident.

#### 23.01

##### Intentional Discharge

1. Whenever a task force member intentionally discharges a firearm during an operation where a crime, injury, or damage of any kind is involved, immediate action should be taken to accomplish the following:
2. Care for the injured;
3. Request assistance, including medical aid, a task force supervisor, and a patrol supervisor if necessary;
4. Request detective/investigators from the local jurisdiction to respond to the scene.
5. Apprehend any suspects;

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6. Protect the scene;
7. Locate and identify witnesses.

Involved task force members shall refrain from discussing the incident with anyone until the arrival of the supervisor at the scene.

### 23.02

#### Negligent Discharge

If a unit member has a negligent discharge while on duty, members of the task force will operate under the policies set forth by their home agencies. The task force supervisor as well as a supervisor from the parent agency will be notified. The task force supervisor will notify the commander as soon as possible.

### 24.00

#### WESTERN STATES INFORMATION NETWORK (WSIN)

The Western States Information Network has been in operation for many years and is one of our most valuable tools. Its purpose is to coordinate information on investigations with agencies throughout the Northwest, and to assist in investigations by loaning equipment and in some cases helping financially fund an investigation. WSIN is only as effective as the participants who use it. If they don't receive the information from law enforcement, then they have no information to pass on. The task force and all unit members will put forth the greatest effort to use WSIN to the fullest extent to benefit task force investigations and the WSIN system.

If a name is entered into WSIN and gets a "hit", the inquiring agency will be told to contact the "hit" agency. No other information is given. This allows for security of investigations and yet allows access to a possible conflict or duplication in investigations. This also provides a means to avoid two or more agencies from conducting investigations where law enforcement is on both sides of the same deal. Undercover officers have been killed by other undercover officers during operations where neither side knew of each other's investigation. Communication is of the utmost importance for good cases and officer safety.

1. Names of suspects, (including aliases), addresses, phone numbers, vehicles, boats, and planes will be put into the WSIN system at the initiation of all investigations. An entry made by a telephone inquiry will enter a name into the system for five years.
2. On long term investigations, periodic WSIN checks will be done.
3. At the completion of investigations, "hard cards" will be sent to be entered into the WSIN system.
4. All informants will be checked through WSIN and entered as an informant for the task force.
5. Any informant that has proven unreliable will be "Black Balled" through WSIN on the appropriate form and signed by a unit supervisor.

### 25.00

#### HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)

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### 25.01

#### De-confliction

Prior to conducting any type of field operation, the case detective/investigator will place a call into the HIDTA de-confliction center or go on line and enter the information in an attempt to ensure that no other law enforcement agency is unknowingly involved in the operation. This is a high officer safety priority.

### 26.00

#### CONFIDENTIAL INFORMANTS

The essence of criminal investigation is information. Without information, there can be no substance to an accusation of criminal behavior. Information, most often, comes from or through people. All people who provide information are informants. Some of them are later designated "witnesses" and identified in court.

Others remain "confidential informants" (C.I.) whose identity is protected in order to make use of their information from case to case. Often, no prosecutable case can be made without the use of an informant's information. Of course, an informant's information must be corroborated to the extent it reasonably can be.

Any investigative unit's effectiveness is enhanced through the use of informants. Unfortunately, the usual reason informants know what they know about lawbreakers is that they are or have been lawbreakers. Not all sources of information are capable of being informants. We must get capable sources of information to a "reliable" level, in a consistent manner, and keep these sources at a level capable of producing information accurate enough to provide probable cause to issue arrest warrants, search warrants, wire intercepts, and formal charges.

### 26.01

#### Recruitment

1. Informants generally do not need to be recruited. Most often, they are either caught in a criminal act, or become informants in exchange for a recommendation to the prosecutor, or they come voluntarily with some other motive. There are usually four motives for people who want to be informants:
  - They want a favorable recommendation to the prosecutor regarding a pending charge(s) against them;
  - They want money;
  - They want revenge;
  - They are concerned citizens, and want nothing in return.

### 26.02

#### Development

1. Meet with the informant. This must always be done with at least two detectives or investigators for officer safety reasons, and to protect against accusations of corrupt influence.
2. If the informant sounds credible:
  - Determine the motive;
  - Determine what information or what targets the informant can provide;

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- Complete a confidential informant file card, ask for photo I.D. and take photo for C.I. file card;
- 3. Check the informant's criminal history (local, state, federal, WSIN, HIDTA) and for any outstanding warrants. Check with any law enforcement agencies the informant may have worked for. Document this information on the C.I. file card. Periodic checks (minimum of twice annually) will be performed on confidential informants. The results of these checks will be noted on their card with appropriate actions following.
- 4. If the informant's motive is the desire for a recommendation to the prosecutor regarding pending charges:
  - Obtain unit supervisor's approval;
  - Get the approval of the original agency and/or arresting officer on the concerned charges; and
  - Obtain the prosecutor's approval.
  - The objective is not to allow the informant to "work off" the charge(s), but rather to "work down" the charge(s). Try to get the informant to plead guilty to at least one of the chargeable offenses.
- 5. Re-contact the informant
  - Clarify the informant's motive;
  - If the motive is a recommendation to the prosecutor, complete and sign a Task Force contract. Give the contract to the supervisor to be filed.
  - Check that the C.I. has not been previously signed up under a false name or alias;
  - Obtain a C.I. number and affix it to the C.I. file card. This is to protect the identity of the informant.
  - Affix the sign up detective/investigator's name (one name) to the C.I. file card.
- 6. Note on back of C.I. file card the following:
  - Date: When signed up or when C.I. had some activity.
  - Case number if applicable.
  - Detective/investigator's name who was involved in the activity.
  - Action: What the activity was. The first entry should be why the C.I. was signed up. i.e.: Contract sign up; mercenary, etc.; other activities would be: reliability buy; controlled buy; introduction; search warrant; etc.
  - Amount: any money that was paid to the C.I.

Make the C.I. reliable, corroborate the C.I.'s information, and act on that information as soon as possible.

26.03

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### Restrictions

1. No informant under the age of eighteen shall be used without approval of the supervisor, the unit prosecutor, and consent of the C.I.'s parent or guardian if available.
2. If the C.I. is arrested for a state or federal felony while under contract, the C.I.'s use shall be suspended until the matter is resolved.
3. Task force members shall take special caution to avoid developing or encouraging, unwittingly or otherwise, a romantic or personal relationship with an informant.
4. An informant who has been declared unreliable by any police agency shall not be used until removed from unreliable status in WSIN and must have prior supervisor.

### 26.04

#### Disclosure of Informants

1. The disclosure of a confidential informant's identity in court shall be avoided whenever possible. The requirements for disclosure vary and often depend on the extent of the informant's involvement in the investigation.
2. The question of disclosing the identity of the informant shall be discussed with the Unit prosecutor before trial. Any alternatives which would allow the Task Force to proceed without disclosure should be given full consideration.
3. In some situations, identifying the informant cannot be avoided. The informant may have to testify to support the state's case, or, testify as a defense witness. Depending on the involvement of the informant during an undercover transaction, the C.I. may be viewed as a "Transactional Witness" and may have to be identified. The detective/investigator, in conjunction with the Unit prosecutor, shall ensure that there is no other satisfactory alternative to disclosure.
4. If, when testifying, the detective/investigator is presented with the question of disclosure, the detective/investigator should request time to confer with the prosecutor to determine if there is an alternative.
5. An additional consideration in disclosing the identity of the C.I. is the effect the disclosure will have on that, or other, investigations. The final decision may be to dismiss the case rather than disclose the C.I.'s identity.

### 26.05

#### Developing Informant Reliability

1. The following are methods and factors in determining the level of reliability of a potential C.I. and/or making a C.I. reliable:
  - How timely is the information provided?
  - Does the C.I. have first hand contact with the suspect or suspect's activity?
  - Has the C.I. provided this, or any other agency, with accurate information in the past and did it result in arrests or seizures?
  - Does the C.I. have knowledge of the auto theft community, frequent places where stolen property is prevalent, and associate with auto thieves, and drug traffickers?

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- Is the C.I. familiar with the types of vehicles stolen, prices at which parts are sold, methods for stealing vehicles and vehicle-related property, and ways to move stolen property?
- Can particular information provided by the C.I. be independently verified through personal knowledge or through other law enforcement sources?
- Does the C.I. have any motives for providing false information?
- Is the potential C.I. seeking counter intelligence?
- Can the potential C.I. identify persons or locations where stolen property or drugs are trafficked, identify the type of drug(s) and stolen property being sold, enter and exit the location, and provide to detective/investigators the stolen property or purchased drugs? (This is known as doing a reliability buy or a controlled buy).

### 26.06

#### Responsibilities and Techniques to Control Informants

1. Always remember that C.I.'s are but one step above crooks and should be trusted accordingly.
2. C.I.'s will not be told of the location of the task force office.
3. C.I.'s absolutely will not participate in raid planning, briefings, or arrests.
4. Detective/investigators shall remember that C.I.'s are resources for all members of the unit, not of the individual member.
5. No less than two detective/investigators will meet with a C.I.
6. Authority must be established over the C.I. by maintaining strict control over an investigation and prohibiting the C.I. from attempting to do so.
7. Maintain a professional relationship with C.I.'s.
8. Make only promises that can be kept, especially as it concerns criminal charges involving the C.I.
9. Maintain accurate, complete records of conversations, agreements, and issues relating to C.I.'s.
10. Never disclose a C.I.'s identity because of spite, anger, or revenge.
11. Exchange information with other agencies regarding an informant; however, never exchange information with other C.I.'s.
12. When possible, avoid allowing a C.I. to become a material witness.
13. Being respectful towards a C.I. can go a long way and can aid in extracting information in the C.I. possess.
14. Assure the C.I. that as long as you both have a good honest working relationship, you will do all you can to keep the C.I. anonymous.

### 26.06

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### Responsibilities and Techniques to Control Informants Cont

15. Some examples to protect C.I.'s anonymity are sealed affidavits; in camera hearings; the use of multiple C.I.'s; and/or the introduction of an undercover.
16. Question and corroborate all information provided by the C.I. Don't accept the C.I.'s information at face value.
17. Do not have the C.I. do what you cannot do legally.
18. Do not continue to use a C.I. that has proven unreliable. Submit a WSIN unreliable C.I. card and place a copy with the C.I.'s file.
19. Reasonable effort should be made to notify the C.I. that their services are no longer needed.

### 26.07

#### Informant Payments and Records

1. Payment will be made in a manner and amount that is appropriate to the location, scope, nature of the investigation, value of recovered property or contraband, level of arrest, and past performance of the C.I.
2. C.I. payments shall be pre-approved by the supervisor.
3. The C.I. will sign for each payment and the receipt will be witnessed by a second detective/investigator.

### 26.08

#### Informant File

As part of the task force management of informant's procedure, the confidential informant files will be closed and locked in the supervisors secure file.

These files constitute intelligence and investigative information and are not subject to public disclosure.

1. Informant files shall contain the following information:
  - C.I.'s full name; Aliases; DOB; Physical description; Distinguishing marks; SS#; Address; Phone; Vehicle information; Drug history; Criminal history; Associates and Photograph
  - Name of the detective/investigator who signed up the C.I.
  - C.I. file number.
  - RMS, DOL, WACIC, NCIC, and WSIN record check.
  - Complete history of C.I.'s activity on back of file card.

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### 27.00

#### ELECTRONIC INTERCEPTION OF CONVERSATIONS

All applications for electronic interception will be made in full compliance with, and as applicable to, RCW 9.73 et seq. Electronic Surveillance.

### 27.01

#### Officer Safety Wire (Pursuant to RCW 9.73.210 and RCW 9.73.130)

1. May be used to monitor the conversation between a unit member or their agent and a suspected violator of the Uniform Controlled Substance Act (RCW 9.73.210) or other criminal activity (RCW 9.73.130).
2. When conducting a drug investigation, specific facts must be present to illustrate the reasonable suspicion of concern for the safety of the undercover or agent (RCW 9.73.210). When conducting a criminal investigation not related to drugs, even if there is concern for the safety of the undercover or agent, probable cause must exist (RCW 9.73.130).
3. On review of those specific facts, the Commander or Lieutenant may authorize the monitoring of said conversation related to drug related crimes. For other crimes, a Judge must authorize the monitoring of the conversation.
4. When the drug investigation is concluded, in the absence of any physical violence or serious violent offense taken against the consenting party, all written, transcribed, or recorded information obtained via the wire intercept will be destroyed. If a Judge authorized the monitoring of the conversation pursuant to established probable cause during a non-drug-related investigation, the wire intercept doesn't have to be destroyed.
5. A safety wire does not require a judicial review but officers should consider this if time permits.

### 27.02

#### Evidence Wire (Pursuant to RCW 9.73.230 and RCW 9.73.130)

1. May be used to monitor the conversation between a unit member or their agent and a suspected violator of the Uniform Controlled Substance Act (9.73.210) or other criminal activity (9.73.130).
2. Specific facts must be present to illustrate the probable cause to believe that a discussion will take place concerning criminal activity.
3. Obtain unit prosecutor approval.
4. On review of those specific facts, the unit Commander may authorize the monitoring of said conversation if a drug related crime or a judge if another type of crime.
5. Recordings of said conversations shall be impounded as evidence until the conclusion of that investigation and litigation.
6. Judicial review is required within 24 hours after evidence wire has been utilized.

### 27.03

#### Wire Authorization

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The Unit Commander or any staff officer from a participating agency with the rank of lieutenant or above may sign a wire authorization when the investigation is related to drugs. Otherwise it must be signed by a judge

28.00

### SEIZURES

Typically, detective/investigators seize items such as cash, vehicles, cellular phones, pagers, scales, computers, etc.

- The case officer's home agency will be responsible for processing the seizure.
- Any seizure over \$20,000 will be divided according to the discretion of the majority vote of the Board.

29.00

### INVESTIGATIVE FUNDS

Investigative funds are available for use by task force detective/investigators to aid in investigations. Proper use and accountability of these funds is of the utmost importance, and misuse of funds will not be tolerated.

The following provides general guidelines for the authorized use of investigative funds. These guidelines are not meant to be exclusive as situations may arise that will require a Commander/Supervisor determination if an expenditure is reasonable.

1. The Supervisor will draw funds as needed from the task force buy fund.
2. The Supervisor will maintain the revolving investigative fund in his/her office safe.
3. A ledger will be maintained by the Supervisor to account for the use and reimbursement of this fund.
4. The Supervisor will audit the investigative fund at the end of each month and submit them to the unit Commander for auditing and approval.

29.01

#### Obtaining Funds and Reimbursement

1. Unit members will be issued the investigative funds by the supervisor.
2. Each unit member will be responsible for the issued money. The unit members will at all times have available the issued amount of cash and/or combination of cash and receipts.
3. The supervisor will issue funds as requested to maintain a consistent balance.
4. Each unit member will maintain a ledger and keep a separate record reflecting the monthly beginning balance, amounts of money issued during the month, expenditures during the month, and the monthly ending balance.
5. In addition to the ledger, unit members will fill out a receipt for each expenditure indicating: Reason for the expenditure; date, case number and C.I. number if applicable; category in which the expenditure was made; Signed by the C.I. if applicable; signed and dated by the unit member; and signed by a second unit member that was present if applicable.

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6. Unit members will submit the original monthly ledger and receipts to the supervisor on the first work day of the new month.

### 29.02

#### Authorized Use of Investigative Funds

1. Payment to C.I.'s for specific information and expenses for case development.
2. Purchase of contraband, stolen property, firearms, or other items necessary to document crimes and identify participants for prosecution, or establish informant reliability.
3. Payments shall be pre-approved by the supervisor.
4. Supervisor approval is required prior to a third buy/walk on any one suspect, in addition to the following information:
  - Name, address (actual living location), and vehicle information;
  - Full criminal history check;
  - A third buy/walk must further the investigation beyond a third delivery charge.
5. Deliveries to C.I.'s are discouraged unless the C.I. is willing to provide a written statement and testify, or, the buy leads to a search warrant.
6. A C.I. should not take delivery more than two times on any one case without prior supervisor approval.
7. The supervisor may approve expenditures up to \$1000.00; however, expenditures exceeding that amount must have the approval of the unit commander.

### 29.03

#### Non-authorized Use of Funds

1. Non-authorized uses of funds are prohibited and may result in disciplinary action.
2. Under no circumstances are investigative funds to be used for any personal expenses, with the exception of meals, and then only if it is associated with the furtherance of a specific investigation.
3. Investigative funds are not to be used to purchase items that could be purchased through the normal purchasing process.

### 29.04

#### Monthly Audits

1. The task force supervisor shall conduct monthly random audits of detective/investigators to verify that the appropriate receipts and cash on hand are balanced. Audit information (date/amount) will be recorded on the detective/investigator's monthly expense report.

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30.00

### ADMINISTRATIVE INVESTIGATIONS

The Task Force recognizes the critical importance and absolute necessity of a relationship of trust and confidence between members of our organization and the community that we serve. The Task Force Supervisor will take and address complaints which he/she will attempt to resolve. If the complaint cannot be resolved or is a violation of the law enforcement code of ethics or is a criminal matter, it will be referred to the Task Force member's home agency.

Discipline will be determined according to the policies and procedures of the Task Force member's home agency.

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## APPENDIXES

### ORGANIZATIONAL CHART

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#### Task Force Organizational Chart 2013