

11/03/15  
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**Agenda Sheet for City Council Meeting of:**  
10/19/2015

<b>Date Rec'd</b>	9/10/2015
<b>Clerk's File #</b>	OPR 2015-0902
<b>Renews #</b>	
<b>Cross Ref #</b>	C35297
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	TIM SCHWERING 625-4109
<b>Contact E-Mail</b>	TSCHWERING@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0680-SPOKANE REGIONAL SAFE STREETS TASK FORCE

**Agenda Wording**

To accept multi-jurisdictional operational agreement for the drug task force known as the Spokane Regional Safe Streets Task Force (SRSSTF). The participating agencies are Spokane County Sheriff's Office, Spokane Valley PD, SPD, & WA State Patrol.

**Summary (Background)**

SRSSTF replaces the Spokane Regional Task Force (SRDTF). SRDTF is now being dissolved and reformed under SRSSTF with a revised mission and collaboration to involve the gang unit. Purpose of SRSSTF is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in Spokane County. Spokane County will be responsible for administering SRSSTF funding.

**Fiscal Impact**

Neutral	\$
Select	\$
Select	\$
Select	\$

**Budget Account**

#
#
#
#

**Approvals**

<b>Dept Head</b>	LYNDS, SARAH
<b>Division Director</b>	DOBROW, RICK
<b>Finance</b>	SALSTROM, JOHN
<b>Legal</b>	JACOBSON, ERIN
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	08/17/2015
<b>Other</b>	

**Distribution List**

achirowamangu
mmartinez
ewade
slynds

**Additional Approvals**

<b>Purchasing</b>	

APPROVED BY  
SPOKANE CITY COUNCIL:

*10/19/2015*  
*[Signature]*  
CITY CLERK

#6

# Briefing Paper

## City of Spokane – SPD - PSC

### August 17, 2015

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#### **Subject**

Interlocal Agreement to dissolve Spokane Regional Drug Task Force (SRDTF) and form Spokane Regional Safe Streets Task Force (SRSSTF).

#### **Background**

The SRDTF was made up of commissioned personnel from the Spokane Police Department, Spokane County Sheriff's Office and the Washington State Patrol and is now being dissolved and reformed under SRSSTF with a revised mission and collaboration to involve the gang unit.

- **Mission-** Focus on illegal drug activity that has a direct impact on our city and county even when those activities take them outside the normal jurisdictions.
- **Operations-** Local surrounding area of the city and county of Spokane. All agencies agree to assign personnel to the task force as described in the agreement and follow applicable FBI/DEA or department policies as prescribed.
- **Prosecution-** Completed criminal cases may be prosecuted either in the jurisdiction of occurrence by local prosecutors but also through the federal system by the U. S. Attorney's Office.
- **Fiscal-**
  - **Revenue-** Due to the Spokane Police Department's participation in the task force, the department participates in asset sharing from forfeitures and will be allocated a portion back to SPD based on their level of effort.
  - **Expenses-** SPD agrees to assign two Detectives, One Corporal, one Officer, and one Sergeant to the task force.
  - **Dissolution-** Upon dissolution of the SRDTF agreement it was agreed to split a share of the funds in task force and then reform the SRSSTF.

#### **Impact**

Dissolution of SRDTF and shared monies of \$72,000 was deposited into the Contribution and Forfeiture fund as this is Considered State Forfeiture funds. SPD will use this to fund the Youth Police Initiative, Police Action League, and other Community Outreach programs for the next 3 years. An EBO will need to be created and approved in order to establish the budget.

#### **Action**

Council approval of interlocal agreement with the Spokane County Sheriff's Office and EBO.

01/14/2015 03:08:14 PM

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Recording Fee \$78.00 Page 1 of 7

Agreement SPOKANE REGIONAL SAFE STREETS TASK FORCE  
Spokane County Washington



**RETURN NAME and ADDRESS**

SPOKANE REGIONAL SAFE STREETS TASK FORCE

1100 WEST MALLON

SPOKANE WA 99260-0300

Please Type or Print Neatly and Clearly All Information

**Document Title(s)**

AGREEMENT

**Reference Number(s) of Related Documents**

6260654

**Grantor(s)** (Last Name, First Name, Middle Initial)

SPOKANE, COUNTY SHERIFF'S OFFICE

SPOKANE, VALLEY POLICE DEPARTMENT SEE ATTACHED

**Grantee(s)** (Last Name, First Name, Middle Initial)

THE PUBLIC

**Legal Description** (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

N/A

**Assessor's Tax Parcel ID Number** N/A

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

*David A. Cundin*

Signature of Requesting Party

Spokane Regional Safe Streets Task Force  
1100 West Mallon  
Spokane, Washington 99260-0300

**SPOKANE REGIONAL SAFE STREETS TASK FORCE**

**OPERATIONAL AGREEMENT**

THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES PURSUANT TO RCW 39.34 AND RCW 10.93. IT DESCRIBES THE DURATION, PURPOSE, FORMATION, ADMINISTRATION, TERMINATION, AND FINANCING OF THE SPOKANE REGIONAL SAFE STREETS TASK FORCE (SRSSTF).

THIS AGREEMENT REPLACES THE AGREEMENT SIGNED BY THE REPRESENTATIVE AGENCY HEADS IN 2013, AND FILED WITH THE SPOKANE COUNTY AUDITOR, FILE #6260654.

**I. PURPOSE**

Spokane County and the surrounding region have experienced a continuing increase in illegal drug manufacturing and trafficking, along with an increase in related criminal activity. Experience has shown that individual agencies, acting separately, do not have the capacity to significantly impact the mid to upper level manufacturing, trafficking, and distribution of illegal drugs.

The purpose of the multi-jurisdictional drug and gang task force, known as the Spokane Regional Safe Streets Task Force (SRSSTF) is to, provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in the Spokane County area thereby reducing the availability, use and trafficking of illegal drugs, guns, and the profits of their criminal enterprise. The SRSSTF will maintain, equip, train, and operate efficient investigative, intelligence, and proactive suppression components capable of immediate response to the most serious criminal acts.

**II. ORGANIZATION**

The Spokane County Sheriff's Office (SCSO), Spokane Valley Police Department (SVPD), Spokane Police Department (SPD), and the Washington State Patrol (WSP) each agree to assign full-time commissioned officers to the SRSSTF in compliance with the annual Washington State Department of Commerce JAG Grant application.

The WSP agrees to assign one full-time Sergeant, who in conjunction with the assigned SCSO/SVPD, and SPD Sergeants, will share in the duties as unit supervisor's. They will be responsible for supervision of day-to-day Task Force operations, pursuant to the direction of the Task Force Commander.

The SCSO/SVPD agrees to assign one full-time Sheriff Technical Assistant for clerical support.

The SCSO/SVPD agrees to assign four full-time detectives and one full-time deputy.

The SCSO/SVPD also agrees to assign a Lieutenant who will have the responsibility of SRSSTF Commander. The Task Force Commander may have other duties within the SCSO/SVPD, but will dedicate the necessary time to the administration of the SRSSTF.

The SPD agrees to assign two full time detectives, one full time Corporal, one full-time officer, and one full time Sergeant.

The Spokane County Prosecuting Attorney's Office (SCPAtty) agrees to assign prosecutors to the SRSSTF. The number of prosecutor FTEs will be determined by the Board of Directors when setting the yearly budget for the SRSSTF. Assigned prosecutors will have the responsibility to prosecute criminal and civil forfeiture cases generated and filed by the SRSSTF.

All persons assigned to the SRSSTF shall work under the direct supervision of the unit supervisors. All persons assigned to the unit shall adhere to the rules and regulations as set forth in the SRSSTF policy and procedures manual, applicable FBI and/or DEA policies and procedures, as well as their individual departmental rules, policies and procedures. Variance between SRSSTF policy and procedures and individual agency rules, policies and procedures shall require the employee to comply with his/her individual agency rules, policies, and procedures. When operating under the authority of their FBI or DEA credentials, Task Force members shall adhere to that agency's respective policies and procedures.

For the purpose of indemnification of participating agencies against any losses, damages, or liabilities arising from the activities of the SRSSTF, the assigned personnel shall be deemed to be continuing under the employment of his/her individual agency. Each agency contributing personnel to the SRSSTF will continue that employee as an employee of the contributing agency and will be solely responsible for the employee.

Any duly sworn peace officer, while assigned to the SRSSTF and working at the direction of the Board of Directors, the SRSSTF Commander, and the unit supervisors, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction.

#### TRAVEL POLICY

For the purpose of establishing a single travel policy for all persons assigned to the SRSSTF, regardless of the individual person's department or agency. All persons assigned to the SRSSTF, while traveling on either day trip or per diem, will comply with Spokane County's travel policy that is in effect at the time of the travel. (Amendment to Task Force Operational Agreement (#6006742), Auditor File Number #6100830).

### **III. ADMINISTRATION**

Overall governance of SRSSTF operations, including the setting of investigative priorities and general operating procedures, will be vested in a Board of Directors (BOD) consisting of the elected official/agency executive, or their designee, from each participating organization. Each member of the Board of Directors will have an equal vote in SRSSTF business. In the absence of a majority vote, the deciding vote will be cast by the executive director of the Board of Directors. The Executive Director shall be the elected official/ agency executive of the organization which serves as the fiscal agent and Contractor under the Justice Assistance Grant (JAG) – Drug Interdiction Program.

Under the direction of the Board of Directors, the SRSSTF Commander shall act as the principal liaison and facilitator between the Board and SRSSTF. The SRSSTF Commander will be responsible for keeping the

Board informed on all matters relating to the function, expenditures, accomplishments, and challenges of the SRSSTF.

The Board of Directors may meet monthly to review the SRSSTF activities and policies. Extra sessions can be called by any member of the Board, or at the request of the SRSSTF Commander. When the Board votes on any matter, a majority shall be required for passage. In the absence of a majority vote, the executive director of the Board of Directors will cast the deciding vote. In an emergency, the SRSSTF Commander may conduct a telephone poll of the Board to resolve an issue.

Full time participation in the SRSSTF by additional agencies will occur only if a memorandum of understanding (MOU) has been completed between the SRSSTF BOD and the new participating agency. Once the MOU is established, the new agency may be awarded a seat and a vote as a member of the SRSSTF Board of Directors (BOD). Additional local agencies may, with a formal MOU, participate in a limited role and with approval of the Task Force Commander. Federal agencies may participate in the task force without a formal MOU, which will result in a limited role and with the approval of the Task Force Commander. Federal Agencies who do not establish an MOU with the BOD may have a vote and may be considered members of the SRSSTF BOD, with prior approval of the BOD.

The SRSSTF works in concert with the FBI-led Spokane Violent Crime Gang Enforcement Team/Safe Streets Task Force (SVCGET) wherein task force personnel for both task forces are identical. Both the SRSSTF and the SVCGET share the same mission to disrupt and dismantle violent gangs and other criminal enterprises responsible for drug trafficking and other criminal activity. In the event of conflict regarding supervision and operation of the task force, the SUPERVISION AND CONTROL and OPERATIONS sections of the MOUs between the FBI and individual agencies will supersede this MOU.

#### IV. FINANCING

The SRSSTF will have four funding sources. These sources will be used for the SRSSTF maintenance and operation and capital expenses, as well as some personnel expenses, as set forth in the annual SRSSTF JAG Grant contract and budget. SRSSTF funding will be detailed in an annual SRSSTF budget, approved by the BOD.

Local funds will be expended by the participating agencies in relation to the wages/benefits of their employees assigned to the SRSSTF. Since grant and forfeiture funds change annually the personnel costs to be paid by participating agencies will also change. The division of personnel expenses between the SRSSTF budget and participating agencies will be addressed annually by the BOD, during the budget process, and will be detailed in an annual memorandum of understanding or contract.

The second funding source will be the JAG Grant funds administered each year by the Washington State Department of Commerce. The SCSO will be the contracting agency for the grant and will have the responsibility of administering the grant through the SRSSTF Commander.

The third funding source will be forfeited funds generated by the enforcement activities of the SRSSTF. The forfeited funds are maintained by the Spokane County Auditor in a designated unreserved fund balance. The forfeited funds will be used in accordance with state statute (RCW 69) and the federal asset sharing guidelines. The SCSO as the contracting agency for the grant will have the responsibility of administering the forfeiture funds through the SRSSTF Commander.

The fourth funding source for SRSSTF activities will be available HIDTA (High Intensity Drug Trafficking Area) funds. The SCSO is the fiduciary for HIDTA funds. HIDTA funds are distributed through the SRSSTF unit supervisors. To enhance and support partnerships with other Spokane County narcotic law enforcement entities, HIDTA funds may be dispersed, at the direction of the SRSSTF unit supervisors, to support cooperative investigations targeting illicit, existing and emerging violent gangs, and mid to upper level drug trafficking organizations operating in Spokane County area and the surrounding region.

#### **Forfeiture and Seizure Funds**

The SRSSTF Commander will have responsibility for the management of the SRSSTF budget and funds, subject to the direction and approval of the BOD.

#### **V. MANNER OF ACQUIRING/DISPOSING OF PROPERTY USED**

Property/equipment supplied to the SRSSTF by a particular agency will remain the property of that agency. Property/equipment purchased with the grant or matching funds will remain with the SRSSTF as long as it is operating. Funding and expenditures will be documented. In the event the SRSSTF is disbanded, property/equipment belonging to the SRSSTF and any remaining forfeited funds will be distributed equally to the participating agencies on a pro-rated basis commensurate with participation since the inception the SRSSTF, after compliance with all applicable requirements of the JAG grant contract, RCW 69 and the federal asset sharing guidelines regarding property/equipment acquired with grant and/or forfeiture funds.

#### **VI. TERMINATION OF AGREEMENT**

Participating agencies may withdraw from the SRSSTF by written statement of termination directed to the Board of Directors. Termination of the agency's participation will take place automatically thirty (30) days after receipt of the written notification, or immediately upon written notification that the agency is unable to sustain the necessary funding for participation. Other than the disbanding of the SRSSTF, no agency will be awarded SRDGTF forfeiture funds as a result of the agency terminating participation in the SRSSTF. If, at any time Task Force participating agencies are not able to comply with the personnel requirements set forth in the annual JAG grant application, the SRSSTF will be disbanded and the property/equipment and any remaining forfeited funds will be dispersed as described in section V.

#### **VII. DURATION OF AGREEMENT**

This agreement shall remain valid as long as law enforcement agencies continue to assign personnel to the SRSSTF and abide by the agreement.

To maintain continuity and validity of the agreement the newly elected official or newly appointed department head of any signing agency will be asked to review and sign an identical agreement. As required by RCW 39.34 this and subsequent agreements will be filed with the Spokane County Auditor.





VIII. AGREEMENT

On behalf of my agency, I hereby agree to participate in the SRSSTF in accordance with the policies set forth in this agreement.

Signature Agency Date

- \* [Signature] 11/24/14 Spokane County Sheriff's Office \_\_\_\_\_
- \* [Signature] 12-1-14 Spokane Valley Police Department \_\_\_\_\_
- \* [Signature] Spokane Police Department 12/4/14 \_\_\_\_\_
- \* [Signature] 12-26-14 Washington State Patrol \_\_\_\_\_  
WSP Contract No. K10511
- \* [Signature] 12/9/14 Spokane County Prosecuting Attorney's Office \_\_\_\_\_

\*Signature of elected official/department head of participating city, county, tribal, state, or federal agency.

[Signature]  
David A. Condon  
Mayor  
City of Spokane



Approved as to form:  
[Signature]  
Assistant City Attorney (Nov. 02, 2015)

Attest: [Signature]  
Spokane City Clerk