

Joint Operational Tasking Order: Joint Narcotics Enforcement Team (JNET)

- 1. Joint Unit Established.** The Centralia Police Department and the Chehalis Police Department hereby establish a Joint Narcotics Enforcement Team (JNET) pursuant to the provisions of the Interlocal Compact for Cooperation in Law Enforcement of 2016. The agencies establish the joint unit in the recognition that criminal activity is not limited to any particular jurisdiction or boundary; that effective control and enforcement of illegal activity requires the joint cooperation of the major law enforcement agencies within Lewis County for the protection of the citizens within the jurisdiction participating, and helps to ensure the health, welfare, and safety of those citizens.
- 2. Assignment of Personnel.** Each agency hereto shall assign appropriately trained and equipped personnel to serve as members of the joint unit. Such personnel shall be certified law enforcement officers in good standing with each agency.
- 3. Appointment of Unit Supervisor.** The supervisor of the joint unit shall be appointed by the Centralia Police Department. All personnel assigned to the unit shall serve under the direct operational supervision of the unit supervisor, regardless of the agency which employs them.
 - A. The Chehalis Police Department will direct its personnel assigned to the unit that they are to be supervised by the unit supervisor for all operational purposes. Such personnel shall be under the authority of the Chehalis Police Department Detective Sergeant for all personnel supervision not directly related to the daily operation of the unit.
- 4. Training.** The cost for training of each member of the joint unit shall be borne by such member's agency.
- 5. Facility.** The Centralia Police Department shall make available office space at the Mellen Street Facility for all personnel assigned to the joint unit. This facility is leased from the City of Centralia Public Works. The Centralia Police Department and the Chehalis Police Department agree to make annual payments to the City of Centralia for the use of the facility. The rates of the payments will be based upon the distribution percentages as outlined in Article 9 of this agreement. All participating agencies will be notified in writing by January of each year regarding the amount of the lease and their annual payments.
- 6. Case Assignments.** Cases currently being investigated by each agency and related to the unit's mission shall be worked by all members of the unit. Future cases will be appropriately assigned among unit personnel as they arise.
- 7. Other Duties.** On occasions when Centralia Police Department personnel assigned to the unit are on City assignment for other duties (Special details, etc.) The Chehalis Police personnel

assigned to the unit may or may not participate in those activities. Their participation shall be determined jointly by the unit supervisor and the designated supervisors from the Chehalis Police Department.

- 8. Records/Evidence.** Effective September 1, 2015, all cases which are developed by members of the unit will be assigned an "N" number for tracking purposes, regardless of which jurisdiction the case originates in. With the exception of cases generated outside of Lewis County, the appropriate agency will be provided NIBRS information by unit personnel for each case generated in their jurisdiction. When evidence is seized as the result of a unit investigation, that evidence will be processed and stored by the Centralia Police Department.
- 9. Seizures and Forfeitures.** Forfeiture actions may be brought in the name of any of the JNET jurisdictions, and it is agreed that the Lewis County Prosecuting Attorney's Office will provide legal representation on all forfeitures, which result from unit investigations regardless of the location of the activity, seizure, and/or case number. The Lewis County Prosecuting Attorney's Office or other entity handling the matter will advance costs associated with forfeiture actions and such costs advanced shall be reimbursed to the Lewis County Prosecuting Attorney's Office or handling entity from the gross proceeds, if any, of said action after the State's portion of such proceeds is subtracted. After all costs have been paid, the resulting net proceeds of all seizures or forfeitures, regardless of location, will be shared with 60% going to the City of Centralia, 15% going to the City of Chehalis, and 25% going to the Lewis County Prosecuting Attorney's Office.

The Lewis County Prosecuting Attorney's Office shall not be obligated to provide representation on any matter wherein there is an actual conflict of interest or a likelihood that a conflict of interest may arise, or in cases where the Prosecuting Attorney's Office has not handled the matter from the very beginning. As to all such matters, the Lewis County Prosecutor's Office shall make the final determination as to whether it will provide legal representation. If the Lewis County Prosecutor's Office is not involved in any respect on a given forfeiture action, then it shall not receive the above-referenced profit sharing.

In such cases where the Lewis County Prosecuting Attorney's Office was not involved, i.e. DEA cases or cases that may have been initiated by patrol officers on routine stops, the City of Centralia, or the originating entity, will be responsible for providing the legal representation as to such forfeiture, and the 25% profit share otherwise designated to the Lewis County Prosecutor's office shall instead be added to the Centralia Police Department's share of the proceeds.

- 10. Liability, Hold Harmless, and Indemnification.** It is the intent of the participating jurisdictions to provide narcotic investigation related services without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with JNET actions that are brought against the jurisdictions. To this end,

the participating jurisdictions agree to share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Tasking Order to the extent of each jurisdictions' comparative liability.

To the extent of its comparative liability, each jurisdiction agrees to indemnify, defend and hold the other jurisdictions, their elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers. This section shall be subject to the conditions and limitations set forth in subsections A through H below.

- A. Jurisdiction Not Involved in JNET Response.** In the event that a jurisdiction or its personnel were not involved in the JNET response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award.
- B. Intentionally Wrongful Conduct Beyond the Scope of Employment.** Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any JNET personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the person or jurisdiction that employs the person against whom such award is rendered.
- C. Collective Representation and Defense.** The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. The jurisdictions agree to maintain the consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the jurisdictions cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to mediation. If the apportionment of damages and defense costs cannot be resolved by mediation, the matter shall be filed for resolution with the Lewis County Superior Court.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to,

providing all documentation requested, and making JNET members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

The parties hereto hereby recognize and acknowledge that there is a significant risk that an actual or purported conflict of interest may arise as a result of the Lewis County Prosecuting Attorney's Office handling of JNET forfeiture litigation, and that the Lewis County Prosecuting Attorney's Office's representation of one or more of the JNET jurisdictions may become adverse to, or materially limited by, the Lewis County Prosecuting Attorney's Office's responsibilities to represent the County of Lewis. Should any actual or purported conflict arise as a result of the Lewis County Prosecuting Attorney's Office handling of any forfeiture litigation, all parties hereby agree to waive any such conflict, and all parties hereby agree that the Lewis County Prosecuting Attorney's Office shall not be prevented by virtue of any such actual or purported conflict from representing the County of Lewis in any matter.

- D. Removal From Lawsuit.** In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall not be required to pay any share of the award or settlement.
 - E. Settlement Process.** It is the intent of this Tasking Order that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, to the extent practicable for all parties, all parties will either agree with the settlement or, in the alternative, agree to proceed to trial.
 - F. Reserved Indemnity Claims.** If any claim is resolved by voluntary settlement and the jurisdictions cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to mediation. If the apportionment of damages and defense costs cannot be resolved by mediation, the matter shall be filed for resolution with the Lewis County Superior Court.
 - G. Defense Waiver.** This section shall not be interpreted to waive any defense arising out of RCW Title 51.
 - H. Insurance.** The failure of any insurance/pool provider to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Tasking Order.
- 11. Notice of Claims, Lawsuits, and Settlements.** In the event a claim is filed or lawsuit is brought against any participating jurisdiction or its employees for actions arising out of their conduct

in support of JNET operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction would be liable for a claim, settlement, or judgment that arises from a JNET action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to Section 10 of this Tasking Order, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

12. Processing of Claims.

- A. **Designation of Lead Jurisdiction.** There shall be a lead jurisdiction for processing a claim that is filed with and against any of the JNET jurisdictions for alleged damages and injuries that occur as a result of JNET activities. The lead jurisdiction shall be the jurisdiction within which the JNET team response occurred; PROVIDED, that in the event the jurisdiction within which the JNET response occurred did not participate in the JNET response, the lead jurisdiction shall be the jurisdiction within which the incident that required the JNET response originated. In the event that a jurisdiction that was not involved in the JNET response receives a claim, that jurisdiction shall notify the other jurisdictions in accordance with Section 11 of this Tasking Order, and shall use its best efforts to determine who the appropriate lead jurisdiction is.
- B. **Assistance of JNET Sergeant.** The JNET Sergeant shall assist the lead jurisdiction in responding to a claim. The JNET Sergeant shall be responsible for gathering all records relating to the JNET response. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the JNET response. The JNET Sergeant shall also provide a list of personnel who participated in the response and their contact information. The JNET Sergeant shall deliver all copies of records to the lead jurisdiction promptly upon request.
- C. **Claims of \$5,000 or Less.**
 - i. **Lead Jurisdiction Responsibilities.** The lead jurisdiction shall be responsible for working with the JNET Sergeant to gather records relating to the JNET response. The lead jurisdiction shall provide records to its insurance/pool provider and shall assist its insurance/pool provider in assessing liability for

acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its insurance/pool provider shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

- ii. **Liability Determination – Apportionment of Damages.** The lead jurisdiction, with the assistance of its insurance/pool provider and risk manager, shall determine whether JNET is liable for damages set forth in a claim, and whether the payment of the claim would be in the best interest of the jurisdictions and/or JNET. In the event the lead jurisdiction determines that payment of a claim is appropriate, such determination shall be communicated to the other jurisdictions and payment shall be apportioned as described above in Sections 10-11 of this Tasking Order among all jurisdictions that participated in the JNET response.

In the event the lead jurisdiction determines that JNET is not liable for damages set forth in a claim or that the payment of the claim would not be in the best interest of the jurisdictions and/or JNET, the lead jurisdiction shall notify the other jurisdictions of the determination, and such determination shall be binding on the other jurisdictions; PROVIDED, that another jurisdiction that determines that payment is appropriate may pay such claim in full, and shall not seek reimbursement from the other participating jurisdictions.

- iii. **Letter From Insurance Adjusters.** In the event a lead jurisdiction, in conjunction with its insurance provider, determines that payment of a claim is appropriate, the insurance/pool provider shall provide each of the participating jurisdictions with a letter stating the determination and the basis for such determination.

D. Claims over \$5,000.

- i. **Lead Jurisdiction Responsibilities.** The lead jurisdiction shall schedule a meeting with all jurisdictions participating in JNET to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Law Enforcement Department Heads of the jurisdictions and persons listed in Section 14 of this Tasking Order.

13. Processing of Lawsuits.

- A. **Notification to Other Jurisdictions.** In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section 11 of this Tasking Order.
- B. **Coordination of Initial Meeting.** The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in JNET to discuss the lawsuit and to determine the appropriate manner within which to respond and/or defend the lawsuit. The Law Enforcement Department Heads of the jurisdictions and persons listed in Section 14 of this Tasking Order shall be notified of the meeting.

14. Notification of Claims and Lawsuits. Section 11 of this Tasking Order requires that the jurisdiction receiving a claim or lawsuit notify and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in the Tasking Order shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapter 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Tasking Order shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice of copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the State or Federal Rules of Civil Procedure or the Revised Code of Washington.

For the purposes of implementing Section 11 of this Tasking Order, the following persons from each jurisdiction shall receive any required notification or documentation:

City of Centralia

Chief of Police
City Manager
Risk Manager
City Attorney

Lewis County

Risk Manager
County Legal Office
County Manager

City of Chehalis

Chief of Police
City Manager
Risk Manager
City Attorney

15. Term and Termination. This Joint Operational Tasking Order shall remain in effect until modified or rescinded by the parties hereto. This agreement may be terminated by any of the agencies after providing the other agency with seven (7) days written notice thereof.

Centralia Police Department

By: 
Stacy Denham, Centralia Police Chief

Date: 09-23-2020

Chehalis Police Department

By: 
Glenn Schaffer, Chehalis Police Chief

Date: 9.21.20

Lewis County Prosecuting Attorney's Office

By: 
Jonathan L. Meyer, Prosecuting Attorney

Date: 09/23/2020