



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Monica A. Alexander, Executive Director

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INTERAGENCY AGREEMENT No. IA24-049

This agreement is made and entered into by and between the Washington State Criminal Justice Training Commission, hereinafter referred to as the "WSCJTC", and the City of Everett, hereinafter referred to as the "Agency".

Whereas the WSCJTC, pursuant to Chapter 43.101 RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas Timothy Morgan is employed by the Agency as an employee, holding the position of Lieutenant therein, and Andrew Schuck is employed by the Agency as an employee, holding the position of Officer therein; and

Whereas the Agency has the ability to provide the full-time services of Timothy Morgan (hereafter referred to as the "Assistant Commander"), the full-time services of Andrew Schuck (hereafter referred to as the "TAC Officer", and the part-time services of Agency personnel (hereafter referred to as "Instructors") for the purposes of administering and conducting Basic Training Academies, including the Basic Law Enforcement Academy (hereafter referred to as "BLEA"); and

Now therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

1. Term

This agreement shall commence on the 7th day of August, 2023 and terminate on the 30th day of June, 2025, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. Full-Time Assistant Commander

The Agency shall provide the full-time services of the Assistant Commander to the WSCJTC for the purpose of managing, operating, and overseeing the daily operations of the Washington State Basic Training Academies held at the Northwest Regional Campus.

The responsibilities of the Assistant Commander include, but are not limited to:

- Managing and supervising TAC Staff and instructors taking part in the delivery, implementation, coaching, and evaluation of recruit training
- Tracking and confirming all regular and overtime hours accrued by TAC staff and instructors participating in the delivery, implementation, coaching, and evaluation of recruit training
- Managing academy schedules by coordinating the day-to-day academy activities, including making instructor assignments and facility reservations, as required by the academy curriculum
- Acting as a liaison with the Agency's staff and venues
- Supporting the WSCJTC Regional Academies Commander's management of the academy budget

- Managing and overseeing equipment and supply inventory
- Providing instruction and instructional support as found in Section (5)

a. Payment for Assistant Commander

WSCJTC will reimburse to the Agency the full salary of the Assistant Commander, including all benefits and all increases to said salary or benefits, during the period of the Assistant Commander's service to the WSCJTC as Assistant Commander. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

3. Full-Time TAC Officer

The Agency shall provide the full-time services of a TAC Officer to the WSCJTC for the purpose of administering, conducting, and presenting the Washington State Basic Training Academies held at the Northwest Regional Campus. Services provided can be found in Section (5).

a. Payment for TAC Officer

WSCJTC will reimburse to the Agency the full salary, and overtime worked in service to the WSCJTC, of the TAC Officer, including all benefits and all increases to said salary or benefits, during the period of the TAC Officer's service to the WSCJTC as a TAC Officer. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

4. Part-Time Instructors

The Agency may provide to the WSCJTC the part-time services of on-duty and qualified Agency personnel to provide academy instruction and instructional support. These part-time instructors must be approved by the WSCJTC Regional Academies Commander prior to instructing WSCJTC courses. Assignments will be submitted to the WSCJTC Regional Academies Commander for approval. Services provided can be found in Section (5).

The Agency will send detailed invoices to WSCJTC at the end of each month that include the following:

- Instructor name
- Subject taught
- Dates and hours worked
- Dollar amount
- Academy class number

a. Payment for Part-Time Instructors

WSCJTC will reimburse the Agency for the payment of part-time instructors, which are the Agency's employees. The hourly rate assigned to each instructor will be based on the WSCJTC Contractor Pay Scale. WSCJTC will notify the Agency upon the approval of any revision to the pay scale. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

5. Instructional Services Provided

The Assistant Commander, TAC Officer, and Instructors provide academy instruction and instructional support. Such services may include, but not be limited to:

- Being familiar with, and adhering to, the policies and procedures of the Basic Training Division and the WSCJTC

- Coordinating with the Assistant Commander to ensure that all training materials and equipment are available and ready for use and are in good working order
- Being familiar with the course lesson plan prior to instruction
- Participating in course briefing and debriefing
- Providing instruction and delivering written and practical exercises in assigned courses as prescribed in the course lesson plan(s)
- Supporting and assisting with practical training exercises
- Tutoring/counseling academy attendees
- Proctoring recruit testing to ensure compliance with established expectations
- Evaluating recruit performance in accordance with established rubrics
- Maintaining accurate student attendance and performance records as required
- Ensuring that all equipment used in the instruction are properly stored and/or cleaned upon the completion of instruction and any damaged or dysfunctional equipment is reported to the Assistant Commander, or their designee, as soon as possible after the training session
- Suggesting revisions to academy programs and curriculum in accordance with the policies and procedures of the WSCJTC to ensure that all materials are current, relevant, and rigorous

6. First Right of Refusal for the Agency's Recruits

The WSCJTC agrees to grant first right of refusal to the Agency for a maximum of six (6) seats in each BLEA class held at the Northwest Regional Campus for up to six (6) weeks prior to the start date of each class. These seats may only be filled by applicants from the Agency and the Agency may not assign seats to applicants from another organization. Any additional applicants will be processed in accordance with the policies and procedures of the WSCJTC.

7. Payment

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed monthly, when applicable.

8. Billing Procedures

The Agency shall submit an invoice to WSCJTC at the end of each month in which services were provided. WSCJTC shall pay the Agency for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

Registered Mail

WSCJTC

Attn: Brian Elliott, Fiscal Manager

19010 1st Ave S

Burien, WA 98148

Electronic Mail

basictraining@cjtc.wa.gov

9. Agreements Outside of this Agreement

This agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this agreement or any representations, including the executing and delivery hereof, except such

representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.

10. Modification

No waiver or modification of this agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

11. Termination of Agreement

This agreement may be terminated in part or whole without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this agreement in part or whole upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this agreement. In the event of termination under this section, the Agency will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in Section (2a, 3a, and 4a) herein.

12. Health and Safety Operations

To protect the health and safety of the WSCJTC and the students of the WSCJTC, the Assistant Commander, TAC Officer, and Instructors employed by the Agency understand the WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place to carry out its mission, including submitting to infectious disease testing when directed to do so by the WSCJTC. The instructors must report the results to WSCJTC's confidential appointee. The instructors agree to follow the health and safety protocols put in place by WSCJTC during scheduled academy sessions. Failure to abide by these requirements will result in their release from WSCJTC's service. Termination of agreement as set forth in Section (11).

13. Employment Obligations of Parties

The Agency agrees to pay to the Assistant Commander and the TAC Officer the full salary and benefits, including all increases to said salary and benefits, accruing to them as employees of the Agency during the period of their services herein under. Additionally, the Agency agrees to extend to the Assistant Commander and TAC Officer all rights, privileges, and benefits attendant to and resulting from their employment by the Agency, including any and all promotional opportunities otherwise available to them. The Agency further agrees that upon completion and conclusion of the Assistant Commander's and TAC Officer's service herein under, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this agreement and in the absence of any disciplinary action taken during the duration of this agreement, they will be returned and reinstated to the Agency at the same or equal commissioned rank or position which they held on the beginning date of this agreement.

The WSCJTC agrees to complete all necessary evaluation and documentation regarding the Assistant Commander and TAC Officer during the period of their service herein under and as required by the

Agency. The Agency reserves the right to discipline the Assistant Commander or TAC Officer for any violation of the Agency's rules in the same manner as other Agency employees. The WSCJTC additionally agrees to provide the Assistant Commander and TAC Officer a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the Agency.

14. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

15. Indemnification/Hold Harmless

The WSCJTC shall defend, indemnify and hold the Agency, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the WSCJTC occurring (a) in performance of services reasonably related to this Agreement and (b) either at the request of or under the direction and control of the WSCJTC, its agents or employees, except for injuries and damages caused by the negligence of the Agency, its officers, officials, employees and volunteers other than the Assistant Commander, TAC Officer, or Instructors. The WSCJTC agrees to defend, indemnify, and hold the Agency, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by the Assistant Commander, TAC Officer, or Instructors under the direction of the WSCJTC, as described in Section (2) through Section (5) above.

16. Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of the Assistant Commander or TAC Officer while acting in performance of this agreement, the Agency agrees to extend to the Assistant Commander and TAC Officer medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the Agency.

17. Venue Stipulation

This agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

18. Assignment

Each party to this agreement stipulates that the agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this agreement.

19. Compliance with Laws

The parties hereto agree to comply in carrying out the terms of this agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the WSCJTC and the Agency, including merit system rules.

20. Notices

All notices given herein shall be in writing and shall be sent by registered mail to the parties at their recognized business addresses.

21. Headings/Signatures

The article headings contained in this agreement are inserted solely as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this agreement. A party may sign this agreement in ink, by e-signature, or by PDF scanned signature, any of which is fully effective.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice Training Commission

City of Everett, Washington

Monica Alexander

08/08/2023

Cassie Franklin

08/08/2023

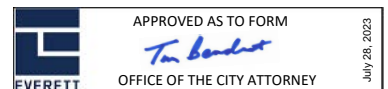
Monica Alexander,
Executive Director
Criminal Justice Training Commission
19010 1st Avenue South
Burien, Washington 98148

Date

Cassie Franklin,
Mayor
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

Date

cc: Brian Elliott, Fiscal Manager, WSCJTC
Dave Miller, Regional Academies Commander, WSCJTC
Timothy Morgan, Lieutenant, Everett PD
Andrew Schuck, Officer, Everett PD
Dan Templeman, Chief, Everett PD
Jerrell Wills, Deputy Director, WSCJTC



Attest:

[Signature]











CJTC EPD Interagency Agreement for Police Academy_SD

Final Audit Report

2023-08-08


Created:	2023-08-04
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIPiLoPSuM8bi1Z1KAjrxclTy-5vhZopp

"CJTC EPD Interagency Agreement for Police Academy_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to dtempleman@everettwa.gov for approval
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-  Signer dtempleman@everettwa.gov entered name at signing as Dan Templeman
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-  Document approved by Dan Templeman (dtempleman@everettwa.gov)
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-  Document emailed to monica.alexander@cjtc.wa.gov for signature
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2023-08-08 - 1:55:55 PM GMT
-  Signer monica.alexander@cjtc.wa.gov entered name at signing as Monica Alexander
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-  Document e-signed by Monica Alexander (monica.alexander@cjtc.wa.gov)
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 Signer cfranklin@everettwa.gov entered name at signing as Cassie Franklin

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 Agreement completed.

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