



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Monica A. Alexander, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

INTERAGENCY AGREEMENT No. K151

This agreement, hereinafter referred to as the "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 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 Andrew Schuck, hereinafter referred to as the "TAC Officer", for the purposes of administering and conducting Basic Training Academies, including the Basic Law Enforcement Academy, hereinafter 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 1st day of July, 2025 and terminate on the 30th day of June, 2027, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. 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 Training Academy. 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

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- 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

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.

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

WSCJTC agrees to grant first right of refusal to the Agency for three (3) 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.

4. 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.

5. 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: Basic Training Division

19010 1st Ave S

Burien, WA 98148

Electronic Mail

btdaccounting@cjtc.wa.gov

6. 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 concerning the matters addressed in this Agreement. 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.

7. Modification

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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.

8. 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 herein.

9. Health and Safety

To protect the health and safety of WSCJTC and the students of WSCJTC, the TAC Officer understands that 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 and submitting the results to the WSCJTC's confidential appointee. Failure to abide by these requirements may result in their release from WSCJTC's service and termination of the Agreement as set forth in Section 8 herein.

10. Employment Obligations of Parties

The Agency agrees to pay to 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 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 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 TAC Officer during the period of their service herein under and as required by the Agency. The Agency reserves the right to discipline the 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 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.

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11. 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.

12. Indemnification/Hold Harmless

Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance agreement(s).

13. Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of the TAC Officer while acting in performance of this Agreement, the Agency agrees to extend to the 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.

14. 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.

15. 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.

16. 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.

17. Rights in Data

Material created from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; The WSCJTC may disclose such documents in accordance with the PRA.

18. Notices

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

19. Headings

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.

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

Washington State Criminal Justice Training Commission
Deputy Direct Jerrell Wills as Delegated Authority

City of Everett, Washington

Jerrell Wills

8/20/2025

Cassie Franklin

8/7/2025

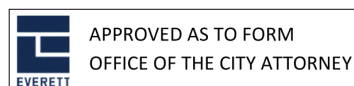
Monica Alexander,
Executive Director
Criminal Justice Training Commission
19010 1st Avenue South
Burien, Washington 98148

Date

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

Date

Approved as to Form:



8/7/2025

Tim Benedict,
Deputy City Attorney

Date

Attest:

Marista Jome

8/8/2025

City Clerk

Date

cc: Paul Bakala, Regional Basic Training Commander, WSCJTC
John DeRousse, Chief, City of Everett PD
Brian Elliott, Fiscal Manager, WSCJTC
Dave Miller, Assistant Director, WSCJTC
Andrew Schuck, Officer, City of Everett PD
Jerrell Wills, Deputy Director, WSCJTC