



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

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

AGREEMENT

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

Whereas **Paul Evers** is employed by the City of Olympia Police Department as an employee, holding the position of Officer therein; and

Whereas the Commission, 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 the Commission desires to contract with the City of Olympia for the full-time services of **Paul Evers** in administering, conducting, and presenting this state's Basic Law Enforcement Academy program;

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, 2016** and terminate on the **30th day of June, 2019**, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the City of Olympia

The City of Olympia shall provide the full-time services of **Paul Evers** to the Commission for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement Academy program. Such services shall include, but not be limited to:

- (a) Providing classroom instruction in assigned subjects.
- (b) Creating written and practical exercises relating to classroom instruction.
- (c) Writing test material.
- (d) Researching/updating classroom instruction and teaching materials.
- (e) Tutoring/counseling recruit officers.
- (g) Grading exams.
- (h) Assisting and coordinating practical training exercises.
- (i) Suggesting revisions to academy programs and curriculum.

(3) Consideration

In consideration of those services provided under this agreement, the Commission shall reimburse to the City of Olympia its full payment of salary to **Paul Evers**, including all benefits and all increases to said salary or benefits, during the period of **Evers'** service to the Commission herein under. The Commission

shall pay said reimbursement amount upon submission by the City of Olympia Police Department of a monthly invoice to the Commission at 19010 1st Ave South, Burien, WA 98148.

(4) 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.

(5) 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.

(6) Termination of Agreement

This agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after sixty-days (60) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this agreement 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 City of Olympia will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in section (3) herein.

(7) Employment Obligations of Parties

The City of Olympia agrees to pay to **Paul Evers** the full salary and benefits, including all increases to said salary and benefits, accruing to him as an employee of the City of Olympia during the period of his services herein under. Additionally, the City of Olympia agrees to extend to **Paul Evers** all rights, privileges, and benefits attendant to and resulting from his employment by the City of Olympia, including any and all promotional opportunities otherwise available to him. The City of Olympia further agrees that upon completion and conclusion of **Paul Evers'** 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, he will be returned and reinstated to the City of Olympia Police Department at the same or equal commissioned rank or position which he held on the beginning date of this agreement.

The Commission agrees to effect all necessary evaluation and documentation regarding **Paul Evers** during the period of his service herein under and as required by the City of Olympia. The City of Olympia reserves the right to discipline Officer Evers for any violation of Olympia Police Department rules in the same manner as other Olympia Police Department employees. The Commission additionally agrees to provide **Paul Evers** a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the City of Olympia.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the City of Olympia, 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 Commission 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 Commission, its agents or employees, except for injuries and damages caused by the negligence of the City of Olympia, its officers, officials, employees and volunteers other than Paul Evers. The Commission agrees to defend, indemnify, and hold the City of Olympia, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by Paul Evers under the direction and control of the Commission described in Section 2 above.

(9) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of **Paul Evers** while acting in performance of this agreement, the City of Olympia agrees to extend to **Paul Evers** 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 City of Olympia.

(10) 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.

(11) 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.

(12) 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 Commission and the City of Olympia, including merit system rules.

(13) Notices

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

(14) Headings

The article headings contained in this agreement are inserted solely as a matter of convenience and for reference and in no way do they define, limit, or describe the scope or intent of the provisions of this agreement.

(15) Ratification.

Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

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


Washington State Criminal Justice
Training Commission

City of Olympia, Washington

Sue Rahr, Executive Director Date
Criminal Justice Training Commission
19010 1st Avenue South
Burien, Washington 98148

Cheryl Selby, Mayor Date
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

cc: Brian Elliott, Fiscal Manager, WSCJTC
 Mark Best, BLEA Acting Commander
 Officer Paul Evers, Olympia Police Department

APPROVED AS TO FORM:


CITY ATTORNEY (DCA)