

WASHINGTON MILITARY DEPARTMENT EMERGENCY MANAGEMENT DIVISION Building 20 Camp Murray, WA 98430	INTERAGENCY AGREEMENT	
	CJTC Contract No.:	IA22-012
	MIL Contract No.:	ISA22-001
WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 212 Maple Park Ave. SE Olympia, WA 98501	Effective Date:	Upon execution

INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON MILITARY DEPARTMENT
AND
WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Pursuant to RCW Chap. 39.34, this Interagency Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Washington Military Department, a Washington State governmental agency ("WMD") and the Washington State Criminal Justice Training Commission, a Washington State governmental agency ("CJTC") and is effective as of the date of execution.

RECITALS

- A. In April 2015, a federal court found in the case of Trueblood et al v. Washington Department of Social and Health Services (DSHS) that DSHS was taking too long to provide competency evaluation and restoration services. Because of that case, the State entered into a Settlement Agreement that outlines an array of services to better deliver the right care, at the right time to the right people and reduce the number of people who become or remain class members.
- B. The first phase of the settlement commenced July 1, 2019 and continues through June 30, 2021. The second phase of the settlement commences on July 1st, 2021 and continues through June 30th, 2023.
- C. To meet the requirements of phase 2 of the settlement, CJTC will contract WMD to provide a method to deliver Crisis Intervention Team Training (CIT) to 911 call takers and dispatchers throughout the state of Washington.
- D. This Agreement establishes the amount CJTC will pay to WMD for the services of providing the required CIT training.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement commences July 1, 2021 and ends June 30, 2022; *Provided, however,* that this Agreement may be terminated earlier by written notice or extended by written notice. Upon termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

2. **SCOPE OF WORK.**

WMD AGREES TO:

- a. Provide logistic coordination and instructors for an 8-hour Crisis Intervention Team/911 Dispatcher In-service training (CIT) as required by the Trueblood et al v. Washington State Department of Health and Social Services settlement agreement related to the training of 911 call takers and dispatchers.
 - b. Training will be provided in the following phase two county: King County.
 - c. Register, monitor, and document attendance and participation for attendees of the training.
 - d. Lead the marketing and recruiting efforts for the trainings and add the courses to the Washington State 911 Office's annual training calendar.
 - e. Forward to CJTC an attendance roster documenting attendance and successful completion of the training for each registered student.
 - f. Use only Instructor Certification Program (ICP) approved instructors and the approved Crisis Intervention Team 8-hour 911/Dispatcher In-service curricula to conduct these courses.
 - g. Continue to include the CIT materials in the Telecommunicator 1 course as part of its 40-hour curricula and will provide a copy of each Telecommunicator 1 attendance roster to CJTC for documenting equivalency status of each successful graduate of the 40-hour course.
3. **ACCOUNTING & PAYMENT.** The Parties have determined that the cost of accomplishing the work set forth in this Agreement will not exceed **twenty-five thousand dollars (\$25,000)**.

CJTC will reimburse WMD for costs directly related to providing the 8-hour Crisis Intervention Team 911/Dispatcher In-service training. Allowable costs will include WMD instructors' salaries and benefits specific to the time spent facilitating this training, as well as travel costs incurred while delivering the training as well as costs directly related to ICP approved contract instructors providing the 8-hour Crisis Intervention Team 911/Dispatcher In-service training paid through WMD. Eligible travel costs will be paid in accordance with WMD Travel Policy (MIL Policy #FIN-102-02), incorporated herein by reference, and the State Administrative & Accounting Manual (SAAM).

WMD shall submit a detailed invoice monthly to CJTC at the completion of training. CJTC shall pay WMD by warrant or account transfer no later than thirty (30) days after receipt of invoice.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

4. **AGREEMENT MANAGEMENT.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent via email, and shall be sent to the respective addressee at the respective email address set forth below or to such other address or email address as the parties may specify in writing:

WMD

Attn: Katrina Rahier
Title: 911 Training Program Manager
Address: WA State 911 Office
20 Aviation Drive, MS TA-20
Camp Murray, WA 98430
Tel: 253-512-7014
Email: Katrina.rahier@mil.wa.gov

CJTC

Attn: Bob Graham
Title: Program Manager
Address: 19010 1st Ave S
Burien, WA 98148
Tel: 206-786-4401
Email: bgraham@cjtc.wa.gov

Notices shall be deemed effective upon transmission to the designated email address of said addressee.

5. **RECORDS RETENTION & PUBLIC RECORDS.**

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.


- d. **PUBLIC RECORDS DISCLOSURE.** WMD will refer any person requesting public records under RCW42.56 to the Records Officer a CJTC. CJTC will process any requests for records in accordance with RCW 42.56.
6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.
7. **DISPUTE RESOLUTION.** To the extent practicable, the parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.
8. **GENERAL PROVISIONS.**
 - a. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
 - b. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
 - c. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - d. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
 - e. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit,

enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

- f. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- g. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

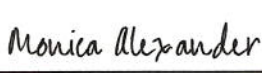
EXECUTED AND EFFECTIVE as of the last date written below.

STATE OF WASHINGTON
MILITARY DEPARTMENT

BY: 
DATE: 9/30/2021

NAME: REGAN ANNE HESSE
TITLE: CHIEF FINANCIAL OFFICER

STATE OF WASHINGTON
CRIMINAL JUSTICE TRAINING COMMISSION

BY: 
DATE: 9/2/2021

NAME: MONICA ALEXANDER
TITLE: Excutive Director WSCJTC

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Washington State Criminal Justice Training Commission	DATE SUBMITTED 8/24/2021
PROJECT DESCRIPTION CIT Training Phase 2 - CJTC	CONTRACT NUMBER ISA22-001

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
<i>Monica Alexander</i>	Monica Alexander	Executive Director CJTC

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
<i>Bart Hayes</i>	Bart Hayes	Advanced Training Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
<i>Bob Graham</i>	Bob Graham	Program Manager

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.