



# WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

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19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • [www.cjtc.state.wa.us](http://www.cjtc.state.wa.us)

## AGREEMENT

This agreement is made and entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Sheriff's Office, hereinafter referred to as the "Snohomish County Sheriff's Office" and the Washington State Criminal Justice Training Commission, a commission of the State of Washington created pursuant to chapter 43.101 RCW, hereinafter referred to as the "Commission".

Whereas Deputy Scott Wells is employed by the Snohomish County Sheriff's Office as an employee, holding the position of Deputy 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 Snohomish County Sheriff's Office for the full-time services of Deputy Scott Wells 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 1<sup>st</sup> day of January, 2019 and terminate on the 1<sup>st</sup> day of January, 2022, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the Snohomish County Sheriff's Office

The Snohomish County Sheriff's Office shall assign Deputy Scott Wells to the Commission for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement Academy program. While assigned to the Commission, Deputy Scott Wells shall provide services, which 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 Snohomish County Sheriff's Office its full payment of salary to Deputy Scott Wells, including all benefits and all increases to said salary or benefits, during the period of Deputy Scott Wells service to the Commission herein under. The Commission shall pay said reimbursement amount upon submission by the Snohomish County Sheriff's Office of a monthly invoice to the WSCJTC at 19010 1<sup>st</sup> Ave S, Burien, Washington 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 Snohomish County Sheriff's Office 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

While providing services to the Commission under this Agreement, the Commission understands and agrees that Deputy Scott Wells' employment conditions, regulations, leave and benefits are subject to and governed by the Snohomish County Sheriff's Office Deputy Sheriff's Association Labor Agreement and Snohomish County Sheriff's Office employment policies and procedures effective during the term of this Agreement. The Snohomish County Sheriff's Office agrees to pay to Deputy Scott Wells the full salary and benefits, including all increases to said salary and benefits, accruing to him as an employee of the Snohomish County Sheriff's Office during the period of his services herein under. Additionally, the

Snohomish County Sheriff's Office agrees to extend to Deputy Scott Wells all rights, privileges, and benefits attendant to and resulting from his employment by the Snohomish County Sheriff's Office, including any and all promotional opportunities otherwise available to him. The Snohomish County Sheriff's Office further agrees that upon completion and conclusion of Deputy Scott Wells 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 Snohomish County Sheriff's Office 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 Deputy Scott Wells during the period of his service herein under and as required by the Snohomish County Sheriff's Office. The Snohomish County Sheriff's Office reserves the right to discipline Deputy Scott Wells for any violation of Snohomish County Sheriff's Office rules in the same manner as other Snohomish County Sheriff's Office employees. The Commission additionally agrees to provide Deputy Scott Wells a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the Snohomish County Sheriff's Office.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the Snohomish County Sheriff's Office, 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 Snohomish County Sheriff's Office, its officers, officials, employees and volunteers other than Deputy Scott Wells. The Commission agrees to defend, indemnify, and hold the Snohomish County Sheriff's Office, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by Deputy Scott Wells 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 Deputy Scott Wells while acting in performance of this agreement, the Snohomish County Sheriff's Office agrees to extend to Deputy Scott Wells 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 Snohomish County Sheriff's Office.

(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 Snohomish County Sheriff's Office, 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

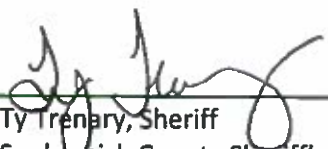
The article headings contained in this agreement are inserted solely as a matter of convenience and for reference and in no way do they define, limit, or describe the scope or intent of the provisions of this agreement.

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

Washington State Criminal Justice  
Training Commission

Snohomish County Sheriff's Office, Washington

 1/2/2019  
Sue Rahr, Executive Director  
Criminal Justice Training Commission  
19010 1st Avenue South  
Burien, Washington 98148

 11/7/18  
Ty Trenary, Sheriff  
Snohomish County Sheriff's Office  
3000 Rockefeller Ave. M/S 606  
Everett, WA 98201

cc: Brian Elliott, Fiscal Manager, WSCJTC  
Rick Bowen, BLEA Commander  
Deputy Scott Wells, Snohomish County Sheriff's Office

Approved as to form  
 11/6/18  
Amy M. Dorn  
Deputy Prosecuting Attorney  
Snohomish County, WA

**APPROVED BY  
RISK MANAGEMENT**  
  
Date/Sig. 11-7-18

 12-20-18  
for Executive  
SUSAN NEELY  
Executive Director

COUNCIL USE ONLY  
Approved: 12.19.18  
Docfile: D-11