



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

WSP Contract #K16804

AGREEMENT

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

Whereas Trooper Debra Shearer is employed by State Patrol as an employee, holding the position of Trooper 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 State Patrol for the full-time services of Debra Shearer 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 June 2021, and terminate on the 30th day of June 2024, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Responsibilities of State Patrol

State Patrol shall provide the full-time services of Debra Shearer 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 academy students.
- (f) Grading exams.
- (g) Assisting and coordinating practical training exercises.
- (h) Suggesting revisions to academy programs and curriculum.

(3) Consideration

In consideration of those services provided under this agreement, the Commission shall reimburse to State Patrol its full payment of salary to Debra Shearer, including all benefits and all increases to said salary or benefits, during the period of Debra Shearer's service to the Commission herein under. The Commission also agrees to pay indirect expenses starting on the 1st of July 2022 through the duration of this agreement. The Commission shall pay said reimbursement amount upon submission by State Patrol of a monthly invoice to the Commission at 19019 1ST Avenue 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 thirty (30) days following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this agreement upon thirty (30) 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 State Patrol 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) Operations

To protect the health and safety of the staff and students of the Commission, *contract instructors* are required to submit to infectious disease testing when directed to do so by the Commission. Contractors must report the results to the Commission's confidential appointee. *Contract instructors* agree to follow the health and safety protocols put in place by the agency pre and post-test. Should Debra Shearer not wish to follow operational directives, she will be *immediately* released from their contractual obligation.

(8) Health and Safety

To protect the health and integrity of the organization, *contract instructors* understand the Commission maintains control over its operations and agree to submit to directions and protocols put in place in order to carry out its mission. Should Debra Shearer not wish to follow operational directives, she will be *immediately* released from her contractual obligation.

(9) Employment Obligations of Parties

State Patrol agrees to pay to Debra Shearer the full salary and benefits, including all increases to said salary and benefits, accruing to her as an employee of Washington State Patrol during the period of her services herein under. Additionally, State Patrol agrees to extend to Debra Shearer all rights, privileges, and benefits attendant to and resulting from her employment by State Patrol, including any and all promotional opportunities otherwise available to her. State Patrol further agrees that upon completion and conclusion of Debra Shearer's service herein under, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this agreement, she will be returned and reinstated to State Patrol at the same or equal commissioned rank or position which she held on the beginning date of this agreement.

The Commission agrees to affect all necessary evaluation and documentation regarding Debra Shearer during the period of her service herein under and as required by State Patrol. The Commission additionally agrees to provide Debra Shearer a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to State Patrol.

(10) Indemnification/Hold Harmless

The Commission shall defend, indemnify, and hold the State Patrol, 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 State Patrol, its officers, officials, employees, and volunteers.

(11) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of Debra Shearer while acting in performance of this agreement, State Patrol agrees to extend to Debra Shearer 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 State Patrol.

(12) 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.

(13) 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.

(14) 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 State Patrol, including merit system rules.

(15) Notices

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

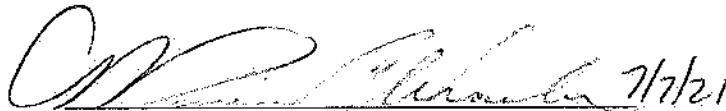
(16) Headings

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

Washington State Patrol



Bob Maki, CFE, CGFM Digitally signed by Bob Maki, CFE, CGFM
Date: 2021.07.01 07:24:25 -0700

Chief Financial Officer

Monica Alexander, Date
Executive Director
Washington State Criminal Justice Training Commission
19010 1ST Avenue S
Burien, WA 98148

For Date
John Batiste,
Chief
Washington State Patrol
106 11TH Avenue SW
Olympia, WA 98501