

RESOLUTION NO. 2834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION TO ALLOW BONNEY LAKE POLICE DEPARTMENT OFFICER TODD GREEN TO BE A TAC OFFICER AT THE BASIC LAW ENFORCEMENT ACADEMY.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement between the City of Bonney Lake and Washington State Criminal Justice Training Commission, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 28th day of April, 2020.

DocuSigned by:
Neil Johnson, Jr.
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Neil Johnson Jr., Mayor

ATTEST:

DocuSigned by:
Harwood T. Edvalson
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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Kathleen Haggard
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Kathleen Haggard, City Attorney



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 Bonney Lake Police Department, hereinafter referred to as the "Agency" and the Washington State Criminal Justice Training Commission, hereinafter referred to as the "Commission".

Whereas Officer Todd Green is employed by the Bonney Lake Police Department as an employee, holding the position of Officer herein; 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 Agency for the full-time services of Officer Green 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 27th day of April, 2020 and terminate on the 30th day of April, 2023, subject to prior termination as provided herein and unless extended by written mutual agreement of the parties hereto.

(2) Duties of the Agency:

The Agency shall provide the full-time services of Officer Green 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 Agency its full payment of salary to Officer Green, including all benefits and all increases to said salary or benefits, during the period of Officer Green's service to the Commission herein under. The Commission shall pay said reimbursement amount upon submission by the Agency of a monthly invoice to the WSCJTC at 19010 1st Ave S, Burien, Washington 98148 or via email to Tara Berlin at: tberlin@cjtc.wa.gov .

(4) Agreements Outside of This Agreement

This agreement contains the complete agreement between the parties concerning the subject matter contained herein and shall, as of the effective date hereof, supersede all agreements concerning the Commission's use of Officer Green's services, 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. In the event of termination, the Commission shall reimburse the Agency pursuant to Section 3 of this Agreement for all services satisfactorily performed by Officer Green.

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 Agency will be entitled to receive, reimbursement pursuant to Section 3 of this Agreement for all services satisfactorily performed by Officer Green.

(7) Employment Obligations of Parties

The Agency agrees to pay to Officer Green the full salary and benefits, including all increases to said salary and benefits, accruing to him as an employee of the Agency during the period of his services herein under. Payment shall be made on the same terms and schedule as similarly-situated Agency employees. Additionally, the Agency agrees to extend to Officer Green all rights, privileges, and benefits attendant to and resulting from his employment by the Agency, including any and all promotional opportunities otherwise available to him. The Agency further agrees that upon completion and conclusion of Officer

Green's service under this Agreement, 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 Agency at the same or equal commissioned rank or position which he held on the beginning date of this agreement.

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

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the Agency, 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 Agency, its officers, officials, employees and volunteers other than Officer Green. The Commission agrees to defend, indemnify, and hold the Agency, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by Officer Green 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 Officer Green while acting in performance of this agreement, the Agency agrees to extend to Officer Green 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.

(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 Agency, 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

City of Bonney Lake

DocuSigned by:
Sue Rahr

4/30/2020

DocuSigned by:
Neil Johnson, Jr.

4/28/2020

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

Date

20583FB9G281400...
Neil Johnson, Mayor
City of Bonney Lake
9002 Main St. E.
Bonney Lake, WA 98391

Date

cc: Brian Elliott, Fiscal Manager, WSCJTC
Doug Tangen, BLEA Commander
Office Todd Green, Bonney Lake Police Department