



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 **King County Department of Adult and Juvenile Detention (DAJD)** hereinafter referred to as the "**King County DAJD**" and the **Washington State Criminal Justice Training Commission**; hereinafter referred to as the "**Commission**."

Whereas Corrections Officer "**Officer John Reyes**" is employed by "**King County DAJD**" as an employee, holding the position of Corrections 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 **King County DAJD** for the full-time services of **Officer John Reyes** in administering, conducting, and presenting this state's Corrections Officer's 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 **17th day of February 2021** and terminate on the **29th day of February 2024** subject to prior termination as provided herein and unless as extended by the parties' written mutual agreement.

(2) **Responsibilities of King County DAJD**

King County DAJD shall provide **Officer John Reyes'** full-time services to the **Commission** to administer, conduct, and present the state's Corrections Officer's Academy program. Such services shall include, but not be limited to:

- (a) Providing classroom instruction in assigned subjects.
- (b) Delivering established written and practical exercises relating to classroom instruction.
- (c) Follow and deliver the prescribed test material.
- (d) Review all classroom instruction and teaching materials.
- (e) Tutoring/counseling academy students.
- (f) Grading exams.
- (g) Support and assist with practical training exercises.
- (h) Submit all revisions of BLEA/COA programs and curriculum to Applied Skills Training Division (ASTD) via Basic Training Division (BTD) chain of command.

(3) **Consideration**

Considering those services provided under this Agreement, the **Commission** shall reimburse **King County DAJD** its full payment of salary to **Officer John Reyes**, including all benefits and all increases to said salary or benefits, during **Officer John Reyes'** service to the **Commission** herein under. The **Commission** shall pay said reimbursement amount upon submission by **King County DAJD** of a monthly invoice to the Commission at 19019 1st Avenue South, Burien, WA 98148.

TRAINING THE GUARDIANS OF DEMOCRACY

(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 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. 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 parties' rights or obligations herein unless such waiver or modification is in writing duly executed as aforesaid. The parties further agree that this section's provisions 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-days (30) 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 keep any of this Agreement's provisions properly. In the event of termination under this section, the **King County DAJD** 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.

The **Commission** will immediately terminate this Agreement without prior notice for violation of section (13) **Operations** and section (14) **Health and Safety**. In the event of termination under this section, the **King County DAJD** 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 **King County DAJD** agrees to pay **Officer John Reyes** the full salary and benefits, including all increases to said salary and benefits, accruing to him as an employee of the **King County DAJD** during the period of his services herein under. Additionally, the **King County DAJD** agrees to extend to **Officer John Reyes** all rights, privileges, and benefits attendant to and resulting from his employment by **King County DAJD**, including all promotional opportunities otherwise available to him. **King County DAJD** further agrees that upon completion and conclusion of **Officer John Reyes** service herein under, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement, he will be returned and reinstated to **King County DAJD** 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 John Reyes** during his service herein under and as required by **King County DAJD**. The **Commission** additionally agrees to provide **Officer John Reyes** a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to **King County DAJD**.

(8) **Indemnification/Hold Harmless**

The **Commission** shall defend, indemnify and hold the **King County DAJD**, its officers, officials, employees, and volunteers harmless from 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 **King County DAJD**, its officers, officials, employees, and volunteers.

(9) **Medical/Health and Workers' Compensation Benefits**

In the event of injury to or the illness or death of **Officer John Reyes**, while acting in the performance of this Agreement, **King County DAJD** agrees to extend to **Officer John Reyes** 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 a work assignment in and for **King County DAJD**.

(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 apply 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 **King County DAJD**, including merit system rules.

(13) **Operations**

To protect the **Commission's** health and integrity, **Officer John Reyes**, employed by **King County DAJD**, understands **Commission** maintains control over its operations and agrees to submit to directions and protocols put in place to carry out its mission. Should **Officer John Reyes** not wish to follow operational directives, they will be *immediately released back to King County DAJD. Termination of the Agreement as set forth in section (6).*

(14) **Health and Safety**

To protect the **Commission's** health and safety and students, **Officer John Reyes** must submit to infectious disease testing when directed to do so by the **Commission**. **Officer John Reyes** must report the results to **Commission's** confidential appointee. **Officer John Reyes** agrees to follow the **Commission's** pre and post-test health and safety protocols. Failure to abide by these requirements will result in immediate release back to **King County DAJD**. *Termination of Agreement as set forth in section (6).*

(15) **Notices**

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

(16) **Headings**

The article headings 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 this Agreement's provisions.

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

Washington State Criminal Justice
Training Commission

King County DAJD

DocuSigned by:
Sue Rahr 2/9/2021
BB7441A254C1492...

Sue Rahr Date
Executive Director
Criminal Justice Training Commission

19010 1st Avenue South
Burien, Washington 98148

DocuSigned by:
John Diaz 2/10/2021
2DF681CCA4B3438...

John Diaz Date
Director
King County Department of Adult and
Juvenile Detention

500 Fifth Avenue
Seattle, WA 98104

DocuSigned by:
John Reyes 2/9/2021
703F94A460A04BF...

John Reyes Date
Officer
King County Department of Adult and
Juvenile Detention

cc: Johnny Alexander, BTD Commander, Commission
Brian Elliott, Fiscal Manager, Commission
Tara Berlin, Contract Specialist, Commission
Officer John Reyes, King County DAJD