


**Agenda Sheet for City Council Meeting of:**

01/11/2021

**Date Rec'd**

12/29/2020

**Clerk's File #**

OPR 2019-0028

**Renews #****Submitting Dept**

POLICE

**Cross Ref #****Contact Name/Phone**JACQUI 625-4109  
MACCONNELL**Project #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

N/A

**Agenda Item Name**

0680 - BASIC LAW ENFORCEMENT ACADEMY 2021-2022

**Agenda Wording**

Continuation of inter-agency agreement between the Spokane Police Department (SPD) and the Washington State Criminal Justice Training Commission (WSCJTC) to memorialize terms and conditions under which SPD will provide services and facilities for BLEA.

**Summary (Background)**

WSCJTC shall reimburse SPD for the following: salary & benefits of an SPD sergeant appointed as BLEA assistant commander when BLEA is in full session along with an additional three weeks for pre and post academy work, two TAC officer positions appointed by SPD during the aforementioned time period, part-time instructors paid at a flat-rate/hour, and a flat-rate reimbursement for costs associated with EVOC training. Agreement time period January 1, 2021 to December 31, 2022.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Revenue \$ 575,000 est. annually

# 0680-11710-21400-34210-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

HAMMOND, JENNIFER

**Study Session\Other**Urban Experience  
12/14/20**Division Director**

HAMMOND, JENNIFER

**Council Sponsor**

Councilmember Kinnear

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

ODLE, MARI

jmacconnell

**For the Mayor**

ORMSBY, MICHAEL

jhammond

**Additional Approvals**

spdfinance

**Purchasing**Approved by Spokane City Council  
on: 01/11/2021

DocuSigned by:

  
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City Clerk



# 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](http://www.cjtc.state.wa.us)

## INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION AND SPOKANE POLICE DEPARTMENT

**THIS INTERAGENCY AGREEMENT** (the "Agreement") is by and between Washington State Criminal Justice Training Commission, an agency of the state of Washington (hereafter referred to as "WSCJTC") , and the Spokane Police Department, a Law Enforcement Agency, located in Spokane, Washington (hereafter referred to as "SPD").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which SPD will provide services and facilities to WSCJTC for the purposes of running the Basic Law Enforcement Academy.

**NOW, THEREFORE**, the parties agree as follows:

### I. STATEMENT OF WORK

Each party shall do all things necessary for, and incidental to the performance of the duties set forth below.

#### A. Duties of WSCJTC:

- 1) **Management and Oversight** – Manage and oversee the daily operations of the Washington State Basic Law Enforcement Academy (BLEA) that will be hosted at the SPD Training Academy.
- 2) **Appointment of a BLEA Assistant Commander** – WSCJTC shall accomplish this management and oversight through a BLEA Assistant Commander that WSCJTC selects and appoints. The BLEA Assistant Commander must be Criminal Justice Training Commission certified and approved by WSCJTC.

#### a) **Payment for BLEA Assistant Commander**

WSCJTC shall reimburse SPD the full salary of the SPD sergeant appointed to the position of BLEA Assistant Commander, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as BLEA Assistant Commander. WSCJTC will only reimburse when the Basic Law Enforcement Academy is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work.

The WSCJTC will only reimburse overtime for the time spent for the Basic Law Enforcement Academy. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC at 19010 1<sup>st</sup> Avenue South, Burien, WA 98148.

**3) Payment for TAC Officers**

WSCJTC shall reimburse SPD the full salary of (2) SPD officers appointed to the positions of TAC Officer, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of those persons' service to WSCJTC as TAC Officer. WSCJTC will only reimburse when the Basic Law Enforcement Academy is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work. The WSCJTC will only reimburse overtime for the time spent for the Basic Law Enforcement Academy. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC at 19010 1<sup>st</sup> Avenue South, Burien, WA 98148.

**4) Provision of Materials, Services and Supplies**

Through the State purchasing process, WSCJTC will provide materials, services, and supplies, unless otherwise agreed to by SPD and WSCJTC.

**5) Operations**

To protect the health and integrity of WSCJTC, Assistant BLEA Commander and TAC's employed by SPD understands WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should Assistant BLEA Commander and TAC's not wish to follow operational directives, they will be released back to SPD. Termination of agreement as set forth in section (X).

**6) Health and Safety**

To protect the health and safety of WSCJTC and students of WSCJTC, Assistant BLEA Commander and TAC's are required to submit to infectious disease testing when directed to do so by WSCJTC. Assistant BLEA Commander and TAC's must report the results to WSCJTC's confidential appointee. Assistant BLEA Commander and TAC's agree to follow the health and safety protocols put in place by WSCJTC during BLEA scheduled sessions. Failure to abide by these requirements will result in release back to SPD. Termination of agreement as set forth in section (X).

**B. Duties of SPD:**

## **1. Provide the BLEA Assistant Commander**

SPD will provide to WSCJTC the full-time services of a sergeant to serve as BLEA Assistant Commander for the purpose of administering, conducting and presenting the state's Basic Law Enforcement Academy program.

### **a) Administrative Duties of BLEA Assistant Commander**

The administrative duties of the BLEA Assistant Commander include, but are not limited to:

1. Manage and supervise TAC Staff and all instructors participating in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
2. Liaison with SPD staff (i.e., Academy Lt., Sgt, full-time staff etc.)
3. Manage and oversee budget.
4. Manage and oversee equipment and Inventory of purchase(s).

### **b) Instruction Responsibilities of BLEA Assistant Commander**

Instruction responsibilities of the BLEA Assistant Commander include, but are not limited to:

1. Deliver classroom instruction in assigned subjects.
2. Delivering established written and practical exercises relating to classroom instruction.
3. Follow and deliver prescribed test material.
4. Review all classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams.
7. Support and assist with practical training exercises.
8. Submit all revisions of BLEA programs and curriculum to ASTD via BTD chain of command.
9. Track and confirm all regular and overtime hours accrued by staff assigned to the WSCJTC duties located in Spokane facility.

## **2. SPD's Employment Obligations to the BLEA Assistant Commander**

- a) **Personnel Rights** - SPD agrees to extend to the BLEA Assistant Commander, if selected from SPD personnel, all rights, privileges and benefits attendant to and resulting from the BLEA Assistant Commander's employment by the City, including any and all promotional opportunities otherwise available to them. SPD further

agrees that upon completion and conclusion of the BLEA Assistant Commander's service under this contract, 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, the BLEA Assistant Commander will be returned and reinstated to SPD at the same or equal commissioned rank or position held prior to the commencement of this Agreement.

**b) Covenant to Provide Medical/Health and Worker's Compensation Benefits**

SPD agrees to extend to the BLEA Assistant Commander, if selected from SPD personnel, medical/health and worker's compensation benefits and other compensation in the event of injury, illness or death, to the same extent and in the same manner as if such injury, illness or death had occurred during work assignment in and for SPD as a City employee.

**3. Provide (2) TAC Officers**

SPD will provide to WSCJTC the full-time services of (2) TAC Officers for the purpose of administering, conducting and presenting the state's Basic Law Enforcement Academy program.

**a) Instruction Responsibilities**

Instruction responsibilities of the TAC Officers shall include, but not be limited to:

1. Delivering classroom instruction in assigned subjects.
2. Delivering established written and practical exercises specific to classroom instruction.
3. Follow and deliver the prescribed test material.
4. Review all classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams.
7. Support and assist practical training exercises.
8. Submit all revisions of BLEA programs and curriculum to ASTD via BTD chain of command.

The TAC Officers must be Criminal Justice Training Commission certified and approved by the Basic Training Academy Commander prior to instructing at the Spokane Basic Law Enforcement Academy.

**4. SPD's Employment Obligations to the TAC Officers**

a) **Personnel Rights** - SPD agrees to extend to the TAC Officers, if selected from SPD personnel, all rights, privileges and benefits attendant to and resulting from the TAC Officers' employment by the City, including any and all promotional opportunities otherwise available to them. SPD further agrees that upon completion and conclusion of the TAC Officers' service under this contract, 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, the TAC Officers will be returned and reinstated to SPD at the same or equal commissioned rank or position held prior to the commencement of this Agreement.

b) **Covenant to Provide Medical/Health and Worker's Compensation Benefits**

SPD agrees to extend to the TAC Officers, if selected from SPD personnel, medical/health and worker's compensation benefits and other compensation in the event of injury, illness or death, to the same extent and in the same manner as if such injury, illness or death had occurred during work assignment in and for SPD as a City employee.

**5. SPD to Provide Facilities**

SPD will provide the necessary facilities to successfully conduct the 720-hour BLEA academy. Such facilities include, but are not limited to:

1. Office Space for a full-time WSCJTC BLEA Assistant Commander.  
This will include, but not limited to:
  - a. Office Phone
  - b. High Speed Internet connection
  - c. Office furniture

**6. SPD to Provide EVOC Training**

SPD will conduct Emergency Vehicle Operation Course (EVOC) training as prescribed and or adopted by the WSCJTC and shall make necessary equipment and instructional resources available for such purpose.

- a. The part-time services of the EVOC Coordinator shall be reimbursed at a rate of \$55.00 per hour not to exceed \$3000 per month. Exceptions to exceed this are: Actively teaching a course within this contract that equals 40 or more hours and is at least one week in length. For this exception the rate of \$55.00 per hour will be

paid for actual teaching time. In addition, the Commission will reimburse for travel, meals, and lodging according to current State of Washington reimbursements rates. The Commission shall pay said reimbursement amount upon submission by the City of Spokane of an invoice to the Commission.

- b. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
- c. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Assistant Commander and the WSCJTC EVOC Training Program Manager.
- d. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder, which is in addition to the expenses included in 8b.
- e. SPD shall affect necessary replacement or repair in the most economical and available manner.

**7. SPD to Provide Part-Time Instructors.**

WSCJTC will reimburse SPD from a single bill for the payment of part-time instructors, (previously paid under individual contracts by WSCJTC through the A-19 process). SPD will bill WSCJTC per BLEA Academy for instructors. This fee shall be based upon the rate of \$55 per hour for DT suit actors and \$40 per hour for all other instructors, plus Retirement and FICA benefits.

The instructors must be Criminal Justice Training Commission certified and approved by the Basic Training Academy Commander prior to instructing at the Spokane Basic Law Enforcement Academy.

For its part-time instructors, the City of Spokane will send detailed invoices to WSCJTC at the end of each session that include the following:

- 1. Instructor Name
- 2. Subject trained (Defensive Tactics, Patrol Beat Mocks, Firearms, Impact Suit Performer, and Wet Lab etc.)
- 3. Hours worked
- 4. Dollar amount

**C. Additional TAC Staff**

The parties agree that any additional TAC Officers, if hired from an agency other than SPD, shall be negotiated in a separate contract with the individual or their employer agency.

## II. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for 2 years (January 1, 2021 — December 31, 2022) (the "Term"), unless terminated sooner as provided herein.

## III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed at the end of each session including costs related to Emergency Vehicle Operation Course (EVOC) training, when applicable.

## IV. BILLING PROCEDURES

SPD shall submit a final invoice to WSCJTC at the end of each session. WSCJTC shall pay SPD for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

### **All invoices shall be submitted to:**

WSCJTC  
Attn: Tara Berlin  
19010 1<sup>st</sup> Ave S  
Burien, WA 98148

**Email:** [tberlin@cjtc.wa.gov](mailto:tberlin@cjtc.wa.gov)

## V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance 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 federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.



Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties, without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **VI. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC. SPD has a right to request access to this data and WSCJTC will provide the data upon request. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **VII. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **VIII. MODIFICATION**

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **IX. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, 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 termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so; they shall submit the dispute to the Dispute Panel provided for in Section XI.

## **X. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

## **XI. DISPUTES**

In the event that a dispute arises under this Agreement which the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one (1) member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **XII. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

## **XIII. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **XIV. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

#### **XV. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **XVI. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

#### **XVII. CONTRACT ADMINISTRATION**

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

#### **The Interagency Administrator for WSCJTC is:**

**Name:** Tara Berlin  
**Title:** Contract Specialist  
**Address:** 19010 1<sup>st</sup> Ave S Burien, WA 98148  
**Telephone:** (206) 835-7352  
**Email:** [tberlin@cjtc.wa.gov](mailto:tberlin@cjtc.wa.gov)

#### **The Interagency Administrator for SPD is:**

**Name:** Jennifer Hammond  
**Title:** Director, Police Business Services  
**Address:** 1100 W. Mallon Ave. Spokane, WA 99260  
**Telephone:** (509) 625-4056  
**Email:** [jhammond@spokanepolice.org](mailto:jhammond@spokanepolice.org)

**XVII. SIGNATURES**

DocuSigned by:  
*Sue Rahr*  
B87441A254C1492... 1/21/2021

**Sue Rahr**  
**Executive Director**

DocuSigned by:  
*Nadine Woodward*  
39651E7EC71D4A0... 1/26/2021

**Nadine Woodward**  
**Mayor**

DocuSigned by:  
*Johnny Alexander*  
1F5FE3D1DACB46C... 1/25/2021

**Johnny Alexander**  
**BLEA Commander**

DocuSigned by:  
*Craig Meidl*  
2264CB2FE2114AD... 1/26/2021

**Craig Meidl**  
**Spokane Police Chief**

DocuSigned by:  
*David L. Adams*  
E936A444C4F04D3... 1/25/2021

**Dave Adams**  
**Assistant BLEA Commander**

DocuSigned by:  
*Jeni A. Haffner*  
CC56CBA4DCC84D6...  
**City Clerk**

**Approved as to form:**

DocuSigned by:  
*Mike Piccolo*  
0E8DBB1D5EFF4BA...  
**Assistant City Attorney**

