



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

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 is in partnership with the City of Spokane Police Department to hold and conduct two BLEA training sessions per year at the Spokane Police Department training center at 2302 N Waterworks St, Spokane, WA 99212 and

Whereas the Spokane Police Department owns and operates a VirTra virtual training system at the Spokane Police Training Center for in service training and WSCJTC BLEA sessions and agrees to make the VirTra system available to outside law enforcement agencies as scheduling allows. The Commission recognizes the order of priority for the VirTra system is first, BLEA when in session. Second, the Spokane Police Department and third, outside agencies as coordinated through Spokane Police Department.

Whereas the Commission and Spokane Police desires to contract with VirTra to provide an upgrade and service agreement for the Spokane Training Facility VirTra system. The Commission and Spokane Police Department agree to share the expense of this agreement as set forth below.

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 November 2020 and terminate on the 30th day of Nov 2025, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the Spokane Police Department

They shall coordinate any maintenance and annual updates with VirTra through WSCJTC Firearms Program Manager or designee.

- (a) Providing classroom instruction as required to BLEA students per the BLEA curriculum.
- (b) Train VirTra operators through VirTra or WSCJTC according to the agreement.
- (c) Schedule and coordinate annual VirTra updates and maintenance through WSCJTC as needed.
- (d) Advise the Commission of scheduled updates and any other maintenance completed.

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Motto: *Training the Guardians of Democracy*

- (e) Coordinate with the Commission and BLEA on annual curriculum updates that may involve VirTra.
- (g) Agree to use only BLEA approved scenarios and scenes, if available, while instructing for BLEA.
- (h) Suggest revisions to academy programs and curriculum as necessary.

(3) Duties of the Washington State Criminal Justice Training Commission. (WSCJTC)

- (a) WSCJTC shall be the primary liaison with VirTra for this agreement.
- (b) Coordinate annual VirTra updates and maintenance with SPD and VirTra.
- (c) Responsible for all payments and contract fulfillment with VirTra.
- (d) Provide VirTra operator training for Spokane Academy operators as needed or requested by Spokane Academy staff.

(4) Consideration/financial obligations

In consideration of those services provided under this agreement, the Commission shall enter into the agreement with VirTra as the sole customer with VirTra Inc. WSCJTC will be responsible for all payments to VirTra for set up and maintenance as specified in the contract. Spokane Police Department will reimburse WSCJTC for all first-year costs and set up as listed below, upon invoice from WSCJTC.

(5) Party financial agreement/obligations

Parties agree to the following financial obligations for the five-year service agreement with VirTra.

Spokane Police Department First year cost plus set up and training. Paid to VirTra by WSCJTC. WSCJTC reimbursed by Spokane Police Department through invoice.

Set up and Training	\$5,940.00
S and H	\$1,800.00
First annual recurring payment	\$25,975.73
Total:	\$33,715.73

<u>WSCJTC "Commission"</u>	Following four-year annual payments.
Nov 2021	\$25,975.00
Nov 2022	\$25,975.00
Nov 2023	\$25,975.00
Nov 2024	\$25,975.00
Total:	\$103,900.00

(6) Modification

Dates and amounts may be modified based on VirTra rate at time of contract and VirTra contract/work available timelines. Modified dates and amounts must be agreed to by all parties and reflected in amended sections to this agreement.

(7) Termination of Agreement

This agreement will terminate five years from the date of inception and at that time is subject to renewal or extension as negotiated by parties.

(8) Damages to and ownership of equipment.

It is understood going into this agreement that the VirTra system located at the Spokane CJTC Training center is the property of the Spokane Police Department.

Damages to the Spokane Training Center VirTra that are not covered through the VirTra maintenance agreement are the sole responsibility of the Spokane Police Department. The Spokane Police Department agrees to keep the VirTra operational for the duration of this agreement. Catastrophic or cost prohibitive repairs are subject to negotiation between the Commission and Spokane Police Department.

The VirTra virtual training system and associated equipment will remain the property of the Spokane Police Department upon completion or termination of this agreement.

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

Washington State Criminal Justice
Training Commission

Spokane Police Department

 10-22-2020

 Oct. 12, 2020

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

Chief Craig Meidl
Spokane Police Department
1100 West Mallon Ave
Spokane, WA 99260

cc: Brian Elliott, Fiscal Manager, WSCJTC
Doug Tangen, BLEA Commander
Dave Adams, BLEA Assistant Commander – Spokane Academy
Adam Potter, Sergeant – Spokane Academy Firearms