



# WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

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19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • [www.cjtc.wa.gov](http://www.cjtc.wa.gov)

## AGREEMENT

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

Whereas **Officer Brad DeVore** and **Officer F. Petelo Sele** are employed by the **Seattle Police Department** as an employee, holding the position of 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 the **Seattle Police Department** for the full-time services of **Officer Brad DeVore** and **Officer F. Petelo Sele** 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 2<sup>nd</sup> day of February 2021 and terminate on the 9th day of June 2021, subject to prior termination as provided herein and unless extended by written mutual agreement of the parties hereto.

(2) Duties of the **Seattle Police Department**

The **Seattle Police Department** shall provide **Officer Brad DeVore** and **Officer F. Petelo Sele's** full-time services at *no cost* to the Commission to administer, conduct, and present the state's Basic Law Enforcement Academy program. Such services shall include, but not be limited to:

- (a) They are delivering classroom instruction in assigned subjects.
- (b) They are delivering established written and practical exercises specific to classroom instruction.
- (c) Follow and deliver the prescribed test material.
- (d) Review all classroom instruction and teaching materials.
- (e) Tutoring/counseling recruit officers.
- (f) Grading exams.
- (g) Support and assist with practical training exercises.

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TRAINING THE GUARDIANS OF DEMOCRACY

- (h) Submit all revisions of BLEA programs and curriculum to Applied Training Skills Division via Basic Training Division chain of command.

(3) Consideration

In consideration of those services provided under this agreement, the Commission shall grant the following to the **Seattle Police Department**:

- Priority selection of up to 30 BLEA slots for a supplemental BLEA class to be started on or about February 2, 2021 at the Burien, WA Academy. Any spots not used by the parties to this agreement may be assigned to other agencies at the discretion of the Commission.
- No lodging or meal plan will be included in the full Academy rate of \$3,347 per trainee.
- Each agency must provide a firm count of recruits it will be enrolling in this class to the Commission no later than January 21, 2021.
- If a trainee fails the PAT, their slot will be allotted to an alternate selected by the agency whose trainee fails, or if that agency does not have an alternate present, to an alternate with one of the other agencies participating in this agreement, or if no such alternate is present, to another alternate as selected by the Academy.

(4) Agreements Outside of This Agreement

The **Seattle Police Department** has agreements with the Commission regarding TAC officers currently assigned to the Burien Academy. The **Seattle Police Department** agrees that they will continue these TAC officer assignments at least through June 9, 2021, under the terms of those other agreements except as follows. Change in terms: No charges will be reimbursed by CJTC for the services of TAC Officer Brad Devore and **Officer F. Petelo Sele** during the term of this agreement, and those expenses will be born solely by the **Seattle Police Department**.

This agreement contains the complete agreement between the parties related to this supplemental BLEA class. 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.

The **Seattle Police Department** has other agreements with the Commission that provide, among other things, for a certain number of BLEA slots in each academy class. Those agreements remain in force and are not supplanted by 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 any party after sixty-days (60) 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 parties if any party fails to properly keep any of the provisions of this agreement. In the event of termination under this section, the **Seattle Police Department** 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 Obligation of the Parties

The **Seattle Police Department** agrees to pay to **Officer Brad DeVore and Officer F. Petelo Sele** the full salary and benefits, including all increases to said salary and benefits, accruing to them as employees of the **Seattle Police Department** during the period of his services herein under. Additionally, the **Seattle Police Department** agrees to extend to **Officer Brad DeVore and Officer F. Petelo Sele** all rights, privileges, and benefits attendant to and resulting from his employment by the **Seattle Police Department**, including any and all promotional opportunities otherwise available to him. The **Seattle Police Department** further agrees that upon completion and conclusion of **Officer DeVore and Officer Sele's** services herein under, 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, they will be returned and reinstated to the **Seattle Police Department** 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 Brad DeVore and Officer F. Petelo Sele** during the period of his service herein under and as required by the **Seattle Police Department**. The **Seattle Police Department** reserves the right to discipline **Officer DeVore and Officer Sele** for any violation of **Seattle Police Department** rules in the same manner as other **Seattle Police Department** employees. The Commission additionally agrees to provide **Officer Brad DeVore and Officer F. Petelo Sele** a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the **Seattle Police Department**.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the **Seattle Police Department**, their 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 **Seattle Police Department**, their officers, officials, employees and volunteers other than **Officer Brad DeVore** and **Officer F. Petelo Sele**. The Commission agrees to defend, indemnify, and hold the **Seattle Police Department**, 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 Brad DeVore** and **Officer F. Petelo Sele** under the direction and control of the Commission described in Section 2 above.

(9) **Medical/Health and Worker's Compensation Benefits**

In the event of any injury to, or the illness or death of **Officer Brad DeVore** and **Officer F. Petelo Sele** while acting in performance of this agreement, the **Seattle Police Department** agrees to extend to **Officer Brad DeVore** and **Officer F. Petelo Sele** 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 **Seattle Police Department**.

(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 law as pertaining to civil rights and law as pertaining to the Commission, the **Seattle Police Department**, 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

<i>Monica ALEXANDER</i>	 Sue Rahr, Executive Director (RET) Criminal Justice Training Commission 19010 1st Avenue South Burien, Washington 98148	1-20-2021		04/20/2021
		Date	Adrian Diaz, Chief Seattle Police Department 610 5th Avenue Seattle, WA 98124	Date

cc: Brian Elliott, Fiscal Manager, WSCJTC  
Johnny Alexander, BTM Commander, WSCJTC