



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

19010 1st Avenue South • Brien, WA 98148 • Phone: 206-835-7300 • www.cjtc.state.wa.us

AGREEMENT

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

Whereas Tim Fasnacht is employed by Lynnwood Police Department as an employee, holding the position of Custody Sergeant 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 Lynnwood Police Department for the full-time services of Tim Fasnacht 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 2nd day of November and terminate on the 30th day November 30, 2023, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of Lynnwood Police Department

Lynnwood Police Department shall provide the full-time services of Tim Fasnacht to the Commission for the purpose of administering, conducting, and presenting 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) Creating written and practical exercises relating to classroom instruction.
- (c) Writing test material.
- (d) Researching/updating classroom instruction and teaching materials.
- (e) Tutoring/counseling academy students.
- (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 Lynnwood Police Department its full payment of salary to Tim Fasnacht, including all benefits and all increases to said salary or benefits, during the period of Fasnacht's service to the Commission herein under. The Commission shall pay said reimbursement amount upon submission by Lynnwood Police Department of a monthly invoice to the Commission at 19019 1st Ave South, Burien, WA 98148

(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 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 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 properly keep any of the provisions of this agreement. In the event of termination under this section, the Lynnwood 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 Obligations of Parties

Lynnwood Police Department agrees to pay to Tim Fasnacht the full salary and benefits, including all increases to said salary and benefits, accruing to him as an employee of Lynnwood Police Department during the period of his services herein under. Additionally, Lynnwood Police Department agrees to extend to Tim Fasnacht all rights, privileges, and benefits attendant to and resulting from his employment by Lynnwood Police Department, including any and all promotional opportunities otherwise available to him. Lynnwood Police Department further agrees that upon completion and conclusion of Tim Fasnacht's 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 Lynnwood 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 Tim Fasnacht during the period of his service herein under and as required by Lynnwood Police Department. The Commission additionally agrees to provide Tim Fasnacht a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to Lynnwood Police Department.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the Lynnwood Police Department, 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 Lynnwood Police Department, its officers, officials, employees and volunteers.

(9) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of Tim Fasnacht while acting in performance of this agreement Lynnwood Police Department agrees to extend to Tim Fasnacht 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 Lynnwood 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 laws pertaining to civil rights and laws pertaining to the Commission and Lynnwood 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.

