



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Fahr, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

AGREEMENT

This agreement is made and entered into by and between the King County Sheriff's Office 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 providing such training; and

Whereas the Commission desires to contract with the King County Sheriff's Office to provide Emergency Vehicle Operations Training (EVOC), a portion of the 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 1st day of February, 2021, and terminate on the 31st day of December, 2021, subject to prior termination as provided herein and unless extended by written mutual agreement of the parties hereto. The Commission currently requests one session of EVOC training, but may require additional EVOC training per this agreement.

(2) The King County Sheriff's Office shall provide commissioned trainers at the rank of deputy and/or sergeant to administer and conduct the EVOC portion of the state's Basic Law Enforcement Academy program. Such services shall include, but are not limited to:

- a. Providing classroom instruction.
- b. Creating written and practical exercises relating to classroom instructions.
 - (c.) Practical driving instruction and testing.
 - (d.) Tutoring/counseling recruit officers.
 - (g.) Grading exams.
 - (h.) Assisting and coordinating practical training exercises.

Additionally, the King County Sheriff's Office, shall provide the facilities, vehicles, and instructors required to provide BLEA EVOC training for this class. Associated agencies may need to assist KCSO with vehicle requirements as needed or requested, particularly if more than 12 (twelve) vehicles are

needed.

(3) Consideration

In consideration of those services provided under this agreement, the Commission shall:

- a. Pay the wages of the training staff required to put on the EVOC training course, expected to include between 10 and 12 commissioned deputies and/or sergeants.
- b. The CJTC shall reimburse the KCSO for the track rental and fuel costs for vehicles used during training. Rates for the track rental are \$950.00 per day. Rates for fuel use shall be charged based on mileage used per standard King County FLEET charges.
- c. The CJTC will coordinate and provide meals unless other agreements with host agencies are made.

Billing for the above noted charges shall be provided monthly by the Advanced Training Unit, Criminal Investigations Division, KCSO, and provided to the Executive Director of the CJTC. Invoices shall be processed within 30 (thirty) days of receipt.

- (4) 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.

(5) Modification

No waiver or modifications 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 thirty (30) days following the other party's receipt of a written intent to terminate.


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

The parties have affixed their signatures on the dates below:



Sue Rahr, Executive Director
Criminal Justice Training Commission
19010 1st Avenue South
Burien, Washington 98148
Date 2/16/21



Mitzi G. Johanknecht, Sheriff
King County Sheriff's Office
516 3rd Avenue
Seattle, Washington 98104
Date 2021 02 12

cc: Brian Elliot, Fiscal Manager, WSCJTC
Johnny Alexander, Commander BTD/WSCJTC

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 King County Sheriff's Office 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) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the King County Sheriff's Office, 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 King County Sheriff's Office, their officers, officials, employees and volunteers.

(8) Medical/Health and Worker's Compensation Benefits

In the event of any injury to, or the illness or death to King County Sheriff's Office trainers, the King County Sheriff's Office agrees to extend to such Deputies/Sergeant 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 King County Sheriff's Office.

(9) Venue Stipulation

This agreement shall be construed as having been made and delivered within 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 to 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, and the King County Sheriff's Office, including merit system rules.

(13) Notice