



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

Whereas Officer Steven Woodard is employed by the Tacoma 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 Tacoma Police Department for the full-time services of Officer Steven Woodard 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 10th day of December, 2018 and terminate on the 10th day of December, 2021, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the Tacoma Police Department

The Tacoma Police Department shall provide the full-time services of Officer Steven Woodard to the Commission for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement 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 recruit officers.
- (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 the Tacoma Police Department its full payment of salary to Officer Steven Woodard, including all benefits and all increases to said salary or benefits, during the period of Officer Steven Woodard service to the Commission herein under. The Commission shall pay said reimbursement amount upon submission by the Tacoma Police Department of a monthly invoice to the WSCJTC at 19010 1st Ave S, Burien, Washington 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 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 party if either party fails to properly keep any of the provisions of this agreement. In the event of termination under this section, the Tacoma 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

The Tacoma Police Department agrees to pay to Officer Steven Woodard the full salary and benefits, including all increases to said salary and benefits, accruing to him as an employee of the Tacoma Police Department during the period of his services herein under. Additionally, the Tacoma Police Department agrees to extend to Officer Steven Woodard all rights, privileges, and benefits attendant to and resulting from his employment by the Tacoma Police Department, including any and all promotional opportunities otherwise available to him. The Tacoma Police Department further agrees that upon completion and conclusion of Officer Steven Woodard service 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, he will be returned and reinstated to

the Tacoma 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 effect all necessary evaluation and documentation regarding Officer Steven Woodard during the period of his service herein under and as required by the Tacoma Police Department. The Tacoma Police Department reserves the right to discipline Officer Steven Woodard for any violation of Tacoma Police Department rules in the same manner as other Tacoma Police Department employees. The Commission additionally agrees to provide Officer Steven Woodard a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the Tacoma Police Department.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the Tacoma 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 Tacoma Police Department, its officers, officials, employees and volunteers other than Officer Steven Woodard. The Commission agrees to defend, indemnify, and hold the Tacoma 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 Steven Woodard under the direction and control of the Commission described in Section 2 above.

(9) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of Officer Steven Woodard while acting in performance of this agreement, the Tacoma Police Department agrees to extend to Officer Steven Woodard 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 Tacoma 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 the Tacoma 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.

Washington State Criminal Justice
Training Commission

Tacoma Police Department, Washington

 11/26/2018

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

Donald Ramsdell, Chief of Police
Tacoma Police Department
3701 S. Pine St
Tacoma, WA 98409

cc: Brian Elliott, Fiscal Manager, WSCJTC
Rex Caldwell, BLEA Commander
Officer Steven Woodard, Tacoma Police Department

APPROVED AS TO FORM:



Michael J. Smith
Police Legal Advisor
Deputy City Attorney