



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 City of Redmond and the **Washington State Criminal Justice Training Commission**, hereinafter referred to as the "Commission".

Whereas **Sabrina Kessler** is employed by the City of Redmond 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 CITY OF REDMOND for the full-time services of **Sabrina Kessler** 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 **1st day of July, 2014** and terminate on the **31st day of July, 2017**, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the CITY OF REDMOND

The CITY OF REDMOND shall provide the full-time services of **Sabrina Kessler** 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.

Mission: The Washington State Criminal Justice Training Commission enhances public safety by establishing standards and providing education and training.

Values: Professionalism • Integrity • Accountability

(3) Consideration

In consideration of those services provided under this agreement, the Commission shall reimburse to the CITY OF REDMOND its full payment of salary to **Sabrina Kessler**, including all benefits and all increases to said salary or benefits, during the period of **Kessler's** service to the Commission herein under. The Commission shall pay said reimbursement amount upon submission by the City of Redmond Police Department of a monthly invoice to the Commission at P.O. Box 40905, MS 40905, Olympia, Washington 98504-0905.

(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 CITY OF REDMOND 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 CITY OF REDMOND agrees to pay to **Sabrina Kessler** the full salary and benefits, including all increases to said salary and benefits, accruing to her as an employee of the CITY OF REDMOND during the period of her services herein under. Additionally, the CITY OF REDMOND agrees to extend to **Sabrina Kessler** all rights, privileges, and benefits attendant to and resulting from her employment by the CITY OF REDMOND, including any and all promotional opportunities otherwise available to her. The CITY OF REDMOND further agrees that upon completion and conclusion of **Sabrina Kessler's** 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, she will be returned and reinstated to the CITY OF REDMOND POLICE DEPARTMENT at the same or equal commissioned rank or position which she held on the beginning date of this agreement.

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

(8) Indemnification/Hold Harmless

To the extent authorized by law, the Commission shall defend, indemnify and hold the CITY OF REDMOND, 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 CITY OF REDMOND, its officers, officials, employees and volunteers. The Commission agrees to defend, indemnify, and hold the CITY OF REDMOND, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by Sabrina Kessler 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 **Sabrina Kessler** while acting in performance of this agreement, the CITY OF REDMOND agrees to extend to **Sabrina Kessler** 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 CITY OF REDMOND.

(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 CITY OF REDMOND, 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.

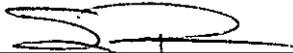
(14) Headings

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

City of Redmond, Washington



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

7/30/14

Date

 for

John Marchione, Mayor
City of Redmond
P.O. Box 97010
15670 Northeast 85th Street
Redmond, Washington 98073-9710

cc: Brian Elliott, Fiscal Manager, WSCJTC
David Bales, BLEA Commander
Officer Sabrina Kessler, Redmond Police Department