

06/07/99

Academy-Lisa Pepin
SK/sk
Clerk 06/10/99

Introduced By:

Larry Gossett

Proposed No.:

1999-0327

MOTION NO. 10729

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A MOTION authorizing the county executive to enter into an interagency agreement with Washington State Criminal Justice Training Commission.

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WHEREAS, the Washington State Criminal Justice Training Commission desires to contract with the King County sheriff's office for the full-time services of Sergeant Lisa Pepin for administering, supervising, conducting, and presenting this state's police corps-basic law enforcement academy program, and

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WHEREAS, the Washington State Criminal Justice Training Commission agrees to reimburse the county its full payment of salary to Sergeant Pepin;

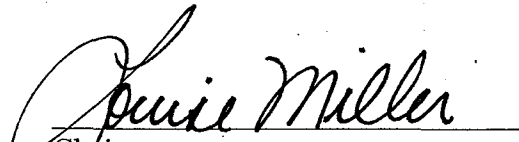
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NOW, THEREFORE, BE IT MOVED by the Council of King County:

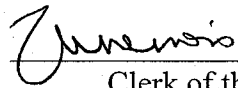
The county executive is authorized to execute an interagency agreement, substantially in the form attached, with the King County sheriff's office providing the full-time services of Sergeant Pepin to the Washington State Criminal Justice Training Center.

PASSED by a vote of 9 to 0 this 26th day of July, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: Agreement



107294

STATE OF WASHINGTON

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

*Criminal Justice Training Center • 19010 1st Avenue South • Seattle, Washington 98148 • (206) 439-3740
FAX (206) 439-3752*

AGREEMENT

This agreement is made and entered into by and between the King County Sheriff's Office, hereinafter referred to as the "Department", and the Washington State Criminal Justice Training Commission, hereinafter referred to as the "Commission".

Whereas Lisa K. Pepin is employed by the Department as an employee, holding the position of 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 the Department for the full-time services of Sergeant Pepin in administering, supervising, conducting, and presenting this state's Police Corps-Basic Law Enforcement Academy program and in the event Police Corps federal funding is withdrawn, Sergeant Pepin's will retain a position with the Basic Law Enforcement Academy staff;

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 17th day of May 1999, and terminate on the 17th day of May 2002; subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of Department

The Department shall provide the full-time services of Sergeant Pepin to the Commission for the purpose of administering, supervising, conducting, and presenting the state's Police Corps-Basic Law Enforcement Academy program. Such services shall include, but not be limited to:

- (a) supervision of all personnel assigned to the Washington Police Corps Program in accordance with the direction of the Basic Law Enforcement Academy;
- (b) supervising curriculum development so as to ensure timely and effective training materials;
- (c) serving as the primary contact point for questions and information requests regarding the Washington Police Corps;
- (d) ensuring the timely distribution of all documents and reports as required;
- (e) serving as the Washington Police Corps representative on all committees and advisory boards dealing with Police Corps business and affairs. Such committees include, but are not limited to:

- Applicant selection
 - Agency selection
 - Rules and regulations
- (f) training mentor officers assigned to Washington Police Corps training;
- (g) overseeing the daily operation of the Washington Police Corps Academy to include, but not limited to:
- Selection, supervision and evaluation of trainers employed by the Washington Police Corps.
 - Scheduling of the training, instructors, and resources necessary to deliver the Police Corps curriculum.
 - Deliver instruction and critiques of training administered to recruits
- (h) suggest and implement revisions to the Washington Police Corps-Basic Law Enforcement Academy program and curriculum and
- (i) adherence to and enforcement of Commission related policies and procedures.

(3) Consideration

In consideration of those services provided under this agreement, the Commission shall reimburse to the Department its full payment of salary to Sergeant Pepin, including all benefits and all increases to said salary or benefits, during the period of Sergeant Pepin's service to the Commission herein under. The Commission shall pay said reimbursement amount upon submission by the Department of a monthly invoice to the Commission at P.O. Box 40905, MS 40905, Olympia, Washington 98504-0905. Reimbursement by the Commission to the Department will be forwarded to the WSGC, ATTN: Business Office, P.O. Box 42400, Olympia Washington 98504-2400.

(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.

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(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 (60) days 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 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 Department agrees to pay Sergeant Pepin the full salary and benefits, including all increases to said salary and benefits, accruing to her as an employee of the Department during the period of her services herein under. Additionally, the Department agrees to extend to Sergeant Pepin all rights, privileges, and benefits attendant to and resulting from her employment by the Department, including any and all promotional opportunities otherwise available to her. The Department further agrees that upon completion and conclusion of Sergeant Pepin's service herein under, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this agreement, she will be returned and reinstated to the Department at the same or equal commissioned rank which she held on the beginning date of this agreement.

The Commission agrees to effect all necessary evaluation and documentation regarding Sergeant Pepin during the period of her service herein under and as required by the Department. The Commission additionally agrees to provide Sergeant Pepin a work and learning experience and professional opportunities for career development and enrichment at no special or direct cost to the Department.

(8) Hold Harmless

The Commission agrees to hold the King County Sheriff's Office and Sergeant Pepin harmless from any liability or claim of liability and the King County Sheriff's Office agrees to hold the Commission harmless from any liability or claim that may arise from acts or omissions 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.

(9) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of Sergeant Pepin while acting in performance of this agreement, the Department agrees to extend to Sergeant Pepin 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 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 Thurston County, Olympia, 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 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.

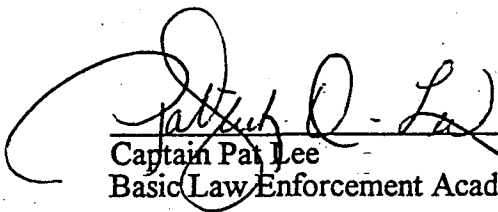
(14) Headings

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

County of King

 May 11, 1999

Captain Pat Lee Date
Basic Law Enforcement Academy

Signature/Title Date

Cc: Sharon Tolton, Deputy Director
Carri Brezonick, Director's Special Assistant
Luis Villanueva, Fiscal Service's Unit Manager
Sergeant Lisa K. Pepin