

Washington State Criminal Justice Training Commission		WSCJTC Contract No.	
		Program Index 619	
This contract is between the State of Washington, Washington State Criminal Justice Training Commission (WSCJTC) and the GRANTEE identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor/Grantee Name: Mercer Island Police Dept		Contractor Address:	
Contact: Chief Michelle Bennett		9611 SE 36th Street	
Contact Telephone: (206) 275-7610		Mercer Island, WA 98040	
Statewide Vendor Number: (SWV): Statewide Registration Services - Office of Financial Management		Contact E-Mail Michelle.bennett@mercerisland.gov	
WSCJTC Contact Information			
Manager of this contract or project. Name and Title.		E-mail Address	
Gail Stone, Project Manager		Gail.stone@cjtc.wa.gov	
		Telephone 206-608-3208	
Contract Start Date September 1, 2026	Contract End Date June 30, 2027	Contract Maximum Amount \$2,138,299.00	
Subcontracting Authorized? Y/N N	Travel Expenses Authorized? Y/N N		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Francesca Heard <i>Francesca Heard</i>	9/13/2026	Contractor Business Name	
Department Manager	Date	Date	
Jerrell Wills			
Executive Director	Date	Contractor signature	
Holly White			
WSCJTC Contract Specialist	Date	Print Name & Title Jessi Bon	

The parties agree that:

WHEREAS, the WSCJTC has the statutory authority under RCW 43.101.020(2) and RCW 43.101.095(8) to provide programs and training that enhance the integrity, effectiveness, and professionalism of peace officers and corrections officers and exercise lawful actions necessary to enable the commission to fully and adequately perform its duties and to exercise the lawful powers granted to the commission; and

WHEREAS, WSCJTC is also given the responsibility to administer state funds and programs which are assigned to WSCJTC by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of RCW 43.101.540 (ESHB 2015) made an appropriation to support the local and tribal law enforcement agencies, and directed WSCJTC to administer those funds;

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for hiring, retaining, and training new law enforcement officers, peer counselors, and behavioral health personnel working in co-response to increase community policing and public safety, and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

Statement of Work.

This contract was won competitively and incorporates by reference the GRANTEE's proposal specifically agreed to perform.

This grant is for the public purpose of providing state funding to local and tribal law enforcement agencies to support officer hiring, retention, and training, as well as broader and public safety efforts. (RCW 43.101.540, ESHB 2015)

The Mercer Island Police Department has been awarded \$2,138,299.00, and will use this grant for:
\$1,831,157.00 for recruiting, funding, and retaining personnel for 11 positions, including:

- 2 patrol officers,
- 1 co-response Intake and Screening / Mental Health Supervisor
- 1 co-response Family and Emergency Assistance Counselor
- 1 co-response Senior Support Specialist
- 1 co-response Substance Use Disorder Specialist
- 1 co-response Outpatient Counselor
- 3 co-response Mental Health Counselors
- 1 co-response Programs Coordinator

\$81,230.00 for retention and a uniform modernization initiative

\$36,000.00 for CERT training and related equipment

\$189,912.00 for equipment

OUTCOMES AND REPORTING

1. Annual report. Please submit reports with the following outcome measures and accomplishments with quantifiable data.
 1. How did grant impact services?
 2. How did this grant impact your average response times to calls for service by increasing patrol availability during peak demand periods?
 3. How did this grant reduce your reliance on sworn officers for behavioral health-related calls.
 4. How did this grant increase proactive patrol hours and visible law enforcement presence in high-growth and high-activity areas of the community?
 5. How did this grant increase officer participation in community outreach events, meetings, or engagement activities to strengthen relationships with residents?
 6. How did you enhance opportunities for problem-oriented and community policing initiatives made possible by improved staffing levels?
 7. How did this grant reduce repeat crisis system utilization?
 8. How did this grant strengthen your co-response program?
 9. How did this grant increase community engagement and resilience through the CERT program?

Please submit this report to the cjtchb2015@cjtc.wa.gov email on June 30, 2027.

INVOICING AND DUE DATES

Invoices should be submitted by completing an invoice form (A-19 form).

Attached to each invoice please include supporting documentation. Examples include:

- Invoices/Receipts: Collect copies of all invoices, receipts, or purchase orders for the expenses incurred.
- Proof of Payment: Include canceled checks, bank statements, or payment confirmations.
- Timesheets/Payroll Records (if applicable): For personnel costs, attach signed timesheets and payroll documentation.
- Grant Contract Reference: Confirm expenses align with the approved budget categories.

The invoice and supporting documentation should be submitted as a PDF to cjtchb2015@cjtc.wa.gov according to the schedule below. The WSCJTC reserves the right to require additional supporting documentation.

You can submit invoices on a monthly, quarterly, or annual basis. Please identify the cadence you are choosing for submitting invoices.

If invoicing monthly please submit materials by the 15th of every month for the month prior.

If invoicing quarterly, please submit materials as detailed below.

1. October 15, 2026 (July, August, & September)
2. January 15, 2027 (October, November, & December)
3. April 15, 2027 (January, February, & March)
4. July 10, 2027, **FINAL** submission (April, May, & June)

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire contract and have the authority to enter this contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Reallocation of Allotted Funds. Subject to the availability of funds and applicable law, funds allocated under this contract may be reallocated as agreed upon and must receive written approval by the WSCJTC Grants Manager. Such reallocations shall be for the purpose of facilitating efficient performance of this Agreement, and shall not increase the total contract maximum, extend the period of performance, or result in a material change to the scope or purpose of this contract. These modifications may be implemented as administrative adjustments, without the need for a formal modification or amendment.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or

subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of contract breach involving a termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. If applicable the WSCJTC will report the GRANTEE to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the GRANTEE suffers in the course of performing this contract are covered by L&I. The GRANTEE and his/her physician should claim accordingly. If this contract authorizes subcontracting, the GRANTEE shall require L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination for Cause

In the event WSCJTC determines the GRANTEE have failed to comply with the conditions of this Grant Agreement in a timely manner, WSCJTC has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, WSCJTC shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

WSCJTC reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by WSCJTC to terminate the Grant Agreement. A termination shall be deemed a “Termination for Convenience” under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

Termination for Convenience

Except as otherwise provided in this Grant Agreement, WSCJTC may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, WSCJTC shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

Termination Procedures

Upon termination of this Grant Agreement, WSCJTC, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to WSCJTC any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

WSCJTC shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by WSCJTC, and the amount agreed upon by the GRANTEE and WSCJTC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by WSCJTC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of WSCJTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. WSCJTC may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect WSCJTC against potential loss or liability.

The rights and remedies of WSCJTC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to WSCJTC, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case WSCJTC has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to WSCJTC and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to WSCJTC;
6. Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which WSCJTC has or may acquire an interest.

No guarantee of work is made or implied as a result of this contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, and any records related to this contract and the performance under the contract if any, become the property of the WSCJTC, subject to RCW 42.56, the Public Records Act.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this contract.

Indemnity. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of the contract.

Governing Law. This contract shall be governed by the laws of the state of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, state of Washington.

Rights in Data. Material created from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA or other legal process.

Recapture. In the event that the Contractor fails to perform this contract in accordance with state or federal laws, and/or the provisions of this contract, WSCJTC reserves the right to recapture funds in an amount to compensate WSCJTC for the noncompliance (which may include all funds disbursed under the contract), in addition to any other remedies available at law or in equity.

WSCJTC's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this contract. Repayment by the Contractor of funds under this Section shall occur within the time period specified by WSCJTC. In the alternative, WSCJTC may recapture such funds from payments due under this contract.

Records Maintenance. The Contractor shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by WSCJTC, personnel duly authorized by WSCJTC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Reduction in Funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, WSCJTC may terminate the contract under the "Termination" clauses, without the notice requirement. In lieu of termination, the contract may be amended to reflect the new funding limitations and conditions.

Severability. If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.