

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SEQUIM POLICE DEPARTMENT
AND THE
CLALLAM COUNTY SHERIFF'S OFFICE

1. **THIS AGREEMENT** is made pursuant to RCW 10.93.130 and entered into by and between the CITY OF SEQUIM POLICE DEPARTMENT, acting by and through the Chief Executive Officer, the Chief of Police (hereinafter referred to as the City), and the CLALLAM COUNTY SHERIFF'S OFFICE (hereinafter referred to as the County), acting by and through its Chief Executive Officer, the Clallam County Sheriff.
2. **THE PURPOSE OF THIS AGREEMENT** is to memorialize the terms under which the City and County will partner to deploy, maintain, and purchase upgrades as necessary, of an electronic computer-based firearms training system, also known as the Ti Training Lab Interactive Use of Force Simulator. Any purchases made by Sequim Police Department will be made through the City of Sequim procurement system. All equipment will be owned by and under the Clallam County Sheriff's Office property inventory system. Both agencies agree to maintain the system, train their respective operators, and provide needed software updates as required.

The City Sequim joins into an existing Memorandum of Understanding between the City of Port of Angeles and Clallam County and agrees to abide by the guidelines established in the MOU between Port Angeles, Clallam County, and any Federal or State grantors involved in other funding of the Ti Training Lab Interactive Use of Force Simulator. The training managers for the County and the Cities will coordinate regular training for all agency firearms trainers on the Olympic Peninsula. The stated objective of this MOU is to make the Sequim Police Department a partner in the use of and deployment of the electronic computer-based firearms training system as an adjunct to their existing firearms programs.

3. **INDEMNIFICATION:** Each party will defend, indemnify and hold harmless the other for liability stemming from its own intentional and/or negligent acts and/or omissions, but not those of the other, or based on claims arising out of the terms of this Agreement.
4. **DURATION:** This Agreement shall be effective on the date signed and shall continue until such time as one or all of the partnering agencies elects to withdraw, subject to its other provisions.

5. **CONTACT PERSONS/NOTICES:** The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Any notices required to be given pursuant to this MOU will be in writing and served upon the below individuals/entities by U.S. mail.

CITY: Chief of Police, Sequim Police Department
609 W. Washington St. #16, Sequim, WA. 98382

COUNTY: Clallam County Sheriff
223 E. 4th St., Suite 12, Port Angeles, WA. 98362

6. **DISPUTE RESOLUTION:** In the event that a dispute arises under this Agreement, it shall be determined in the following manner:

The City shall appoint a member to the Dispute Board. The County shall appoint a member to the Dispute Board. City and County will jointly appoint a member to the Dispute Board. In the event City and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

7. **SECURITY:** Because project funding has in part been derived from JAG Federal funding, it is the intent of the parties that the project carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. It is considered "Law Enforcement Sensitive."
8. **SEVERABILITY:** If any provision of this Agreement or any provision of any law, rule, or document incorporated by reference into this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.
9. **AGREEMENT ALTERATIONS AND AMENDMENTS:** City and County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind City and County.
10. **TERMINATION:** Except as otherwise provided for in this Agreement, either party may terminate this Agreement upon thirty (30) days' written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered or

costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. **COMPLETE EXPRESSION:** This Agreement, and any written attachments or amendments thereto, constitutes the complete Agreement of the parties and any oral representations or understandings not incorporated herein are excluded.
12. **ALL WRITINGS CONTAINED HEREIN:** IN WITNESS WHEREOF, City and County have signed this Agreement as of the date and year written below.

William Dickinson
William Dickinson, Chief
Sequim Police Department
609 West Washington, Suite 16
Sequim WA 98382

W.L. Benedict
W.L. Benedict, Sheriff
Clallam County Sheriff's Office
223 East 4th Street, Suite 12
Port Angeles WA 98362

Date: 10-30-12

Date: 11-6-2012

Approved as to form:

Craig Ritchie
Craig Ritchie Sequim City Attorney 10-30-2012