State of Washington
Department of Corrections

Contract No. K12511

This Interlocal License Agreement ("Agreement") is made by and between the Washington State Department of Corrections, hereinafter referred as "Department," and the Sequim Police Department, hereinafter referred as "Agency."

WHERAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities: and

WHEARAS, the purpose of this Agreement is to allow a Department Community Corrections Officer ("CCO") use of the premises owned/operated by Agency located at 152 W Cedar St, Sequim, WA 98382 ("Premises") at no cost.

NOW THEREFORE, in consideration of the terms and conditions contained herein, Department and Agency agree as follows:

1. **Term:** This Agreement shall take effect March 1, 2021 and shall continue in effect until terminated March 1, 2023. This Contract Agreement may be extended by mutual Agreement of the parties for two (2) additional two-year periods or portions thereof. Any such extensions shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.

2. **Agency Responsibilities:** Agency shall provide only the following:

   Office space for use by the CCO during joint operations and designated report days of supervised individuals. Premises will be accessible to the CCO at any time the CCO is involved in an operation with the Agency.

3. **Department Responsibilities:** Department shall:

   A. Keep office space clean
   B. Wear Department identification at all times when within the building.
   C. Escort visitors at all times while within the building.

4. **Mutual Benefits:** This Agreement improves both parties the ability to carry out public safety responsibilities through:

   A. Joint Operations covering events, holidays, and home/field contact.
   B. Immediate response regarding felons under Department supervision.

C. Information sharing resources, such as wanted persons information and local on-going community concerns.

5. **Access to information:**
   A. Access to all Department computer systems and files are restricted to the CCO. Department will follow its policy for dissemination of any information from its computer systems and files.
   B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.

6. **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a part of this Agreement.

7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

   A. Chief, Sherri Crane, Sequim Police Department, 152 W Cedar St, Sequim, WA 98382, (360) 683-7227.
   B. Kelly Miller, Field Administrator, Department of Corrections, (425) 513-5248, kmiller@doc1.wa.gov.

8. **Nothing herein shall require or be interpreted to:**
   A. Waive any defense arising out of RCW Title 51.
   B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

9. **General Provisions:**
   A. Entire Agreement: This Agreement contains all terms with respect to any matter covered or mentioned in this Agreement.
   B. Modification. No provision of this Agreement may be modified except by written Agreement signed by the Parties.
   C. Successors. This Agreement shall be binding upon the Parties' successors in interest, heirs, and ensigns.

D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.

E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses,

F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.

G. Waiver. Failure to the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such branch or default. Time is of the essence in this Agreement and each and all of its provisions in which performance is a factor.

H. Performance. Time is of the essence for this Agreement and each of its provisions in which performance is a factor.

10. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

    In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

    A. Applicable state and federal statutes and rules;
    B. Statement of Work; and
    C. Any other provisions of the Agreement, including materials incorporated by reference.

[THIS SPACE PURPOSELY LEFT BLANK]

THIS AGREEMENT, consisting of 4 pages is executed by the persons signing below who warrant that they have the authority to execute the AGREEMENT.

SEQUIM POLICE DEPARTMENT

(Signature)

Charisse Deschenes
(Printed Name)

Interim City Manager
(Title)

June 30, 2021
(Date)

DEPARTMENT OF CORRECTIONS

Eisen, Debra J. (DOC) Digitally signed by Eisen, Debra J. (DOC) Date: 2021.04.28 13:34:35 -07'00'
(Signature)

Debra J. Eisen
(Printed Name)

Contracts Administrator
(Title)

April 28, 2021
(Date)

Approved as to Form: This Agreement format was approved by the Office of the Washington State Attorney General

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Washington State
Department of Corrections

Contract No. K12511
Amendment No. 1

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department," and Sequim Police Department, hereinafter referred to as "Agency," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and Agency.

WHEREAS the purpose of this Amendment is to extend the period of performance.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

Section 1. **Term** is amended in part as follows.

Term: This Agreement shall take effect March 01, 2021 and shall continue in effect until terminated ((~~March 01, 2023~~)) March 01, 2025. This Contract Agreement may be extended by mutual Agreement of the parties for two (2) additional two-year periods or portions thereof. Any such extensions shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions remain in full force and effect. The effective date of this Amendment is March 01, 2023.

THIS AMENDMENT, consisting of one (1) page(s) is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

SEQUIM POLICE DEPARTMENT

DocuSigned by:
Sheri Crain
6A47C0F7297D4F9...
(Signature)

Sheri Crain
(Printed Name)

Police Chief
(Title)

3/23/2023
(Date)

DEPARTMENT OF CORRECTIONS

DocuSigned by:
Daryl Huntsinger
5BF3FE637EDB403...
(Signature)

Daryl Huntsinger
(Printed Name)

Contracts Administrator
(Title)

3/23/2023
(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General. Approval on file.

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Washington State
Department of Corrections

Contract No. K12511
Amendment No. 2

This Amendment is made between Washington State Department of Corrections, hereinafter referred to as "DOC" or "Department," and Sequim Police Department, hereinafter referred to as "Agency," for the purpose of amending the above-referenced Agreement, heretofore entered into between Department and Agency.

WHEREAS the purpose of this Amendment is to extend the term.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, Department and Agency agree as follows:

Section 1. TERM is hereby amended as follows:

This Agreement shall take effect March 1, 2021, and shall continue in effect until terminated ((~~March 1, 2025~~)) February 28, 2027. ((~~This Contract Agreement may be extended by mutual Agreement of the parties for two (2) additional two year periods or portions thereof. Any such extensions shall be evidenced by a properly completed written amendment to this Agreement.~~)) Either party may terminate this Agreement by giving thirty (30) days written notice to the other.

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **March 1, 2025**.

THIS AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

SEQUIM POLICE DEPARTMENT

Signed by:
Michael Hill
(Signature) 06078D6923374AD...
Michael Hill
(Printed Name)
Chief of Police
(Title)
2/18/2025
(Date)

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

DocuSigned by:
Daryl Huntsinger
(Signature) 5BF3FE637EDB403...
Daryl Huntsinger
(Printed Name)
Contracts Administrator
(Title)
2/19/2025
(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General.
Approval on file.