WASHINGTON STATE PATROL WSP Academy Facility Use Agreement	**WSP Agreement No.** K22176
	Organization Agreement No.

This Agreement is between the State of Washington, Washington State Patrol (hereinafter referred to as WSP) and the Organization identified below and is governed by chapter 43.82 RCW.

ORGANIZATION NAME Sequim Police Department	
Organization Location Address 152 W Cedar St., Sequim WA 98382	**Organization Billing Address** (if different from location)
Organization Project Manager Mike Hill	**Organization Contracts Specialist** Tiffany Banning
Organization Project Manager Email contactspd@sequimwa.gov	**Organization Contracts Specialist E-mail** tbanning@sequimwa.gov
Organization Project Manager Phone 360-683-7227	**Organization Contracts Specialist Phone** 360-683-7227
WSP Contact Information	
WSP Project Manager Name and Title Sergeant Thomas Thorpe WSP Training Division	**WSP Project Manager Address** WSP Training Academy 631 W Dayton-Airport Road Shelton WA 98584-8945
Telephone (360) 432-7504	**E-mail Address** thomas.thorpe@wsp.wa.gov
WSP Administrative Contact Name and Title Grace Yeh Contract Specialist	**WSP Administrative Contact Address** PO Box 42602 Olympia WA 98504-2602
Telephone (360) 596-4071	**E-mail Address** grace.yeh@wsp.wa.gov

Agreement Start Date	**Agreement End Date**	**Agreement Maximum Amount**
4/1/2026	3/31/2030	Actual Expenses not to exceed $30,000

ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference:

- ☒ Exhibit A, General Terms and Conditions
- ☒ Exhibit B, Statement of Work
- ☒ Exhibit C, Facility Use Regulations
- ☒ Exhibit D, Insurance Requirements for EVOC use

This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.

FOR THE WASHINGTON STATE PATROL:	**FOR THE ORGANIZATION:**
WSP Signature Date Shannon Oien, Chief Contracts Officer Digitally signed by Shannon Oien, Chief Contracts Officer Date: 2026.02.02 07:47:08 -08'00'	Organization Signature Date 01/29/26
FOR: John R. Batiste, Chief	Mike Hill, Chief of Police

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 7/3/03

1. **Statement of Work.** WSP shall perform services for the Organization in accordance with *Exhibit B, Statement of Work*, attached hereto and incorporated herein.

2. **Fees.** The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on page one of this Agreement.

3. **Payment for Services.** WSP shall invoice the Organization no oftener than once per month in accordance with this Agreement. WSP shall send invoices and all related supporting documents to the Organization at the billing address identified on page one of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of invoice and supporting documentation from WSP. WSP shall submit final invoice within sixty (60) days after the calendar month in which the services were performed.

4. **Definitions.**

   Agreement: This Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

   Organization: The entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

   WSP: The State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

5. **Advance Payments Prohibited.** Organization shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Organization pursuant to this Agreement.

6. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

8. **Confidentiality.** The Organization shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract

9. **Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee, and signed by the Organization. WSP and the Organization may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.

10. **Certification Regarding Ethics.** The Organization certifies that it is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with chapter 42.52 RCW throughout the term of the Contract.

11. **Debarment Certification**. The Organization, by signature to this Contract, certifies that the Organization is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions(Debarred). The Organization shall immediately notify WSP if, during the term of this

Contract, Organization becomes so debarred. WSP may terminate this Contract by providing Organization written notice if Organization becomes debarred during the term hereof.

12. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.

13. **Electronic Signatures.** A signed copy of this contract or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed document for all purposes. Electronic signatures must be certified to be considered valid signatures.

14. **Governing Law.** This Agreement shall be governed in all respects 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.

15. **Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.

16. **Independent Capacity.** The Organization acknowledges that the Organization is an independent Organization, and not an officer, employee or agent of the Washington State Patrol. The Organization shall not hold itself out as, nor claim status as, an officer, employee or agent of the Washington State Patrol. To the extent allowable by law, the Organization shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Organization or the Organization's employees unless otherwise specified in this Agreement.

17. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.

18. **Order of Precedence.** In the event of any 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 to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.

19. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.

20. **Responsibility for Property Damage.** The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.

21. **Rights in Data.** If the event is to produce a commercial or training for WSP, unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs,

films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

22. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement 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 Agreement, and to this end the provisions of this Agreement are declared to be severable.

23. **Site Security.** While on WSP's premises, the Organization shall conform in all respects with physical, fire or other security regulations communicated to the Organization by WSP.

24. **Statewide Payee Vendor Registration**. Organization is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to: https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/.

25. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

26. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

27. **Antidiscrimination SB 5186**

22.1 Nondiscrimination Requirement. During the term of this Contract, Organization, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Organization, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Organization, or subcontractor, has a collective bargaining or other agreement.

22.2 Obligation to Cooperate. Organization, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Organization, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3),

22.3 Default. Notwithstanding any provision to the contrary, Agency may suspend Organization, 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 Agency receives notification that Organization, including any subcontractor, is cooperating with the investigating state agency. In the event Organization, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Organization, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Organization 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.

22.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Organization, 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. Agency shall have the right to deduct from any monies due to Organization or subcontractor, or that thereafter become due, an amount for damages Organization or subcontractor will owe Agency for default under this provision.

23. **Force Majeure**. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for period of time equal to the time that the results or effects of such delay prevented party from performing in accordance with this contract. Rights Reserved: The state reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Organization shall have no recourse against the state

24. **Public Disclosure**. The Organization acknowledges that WSP is subject to Chapter 42.56 RCW and that this contract shall be a public record as defined in the Public Records Act. Any specific information claimed by the Organization to be proprietary information must be clearly identified as such by the Organization. To the extent consistent with Chapter 42.56 RCW, the WSP shall maintain the confidentiality of all such information marked as proprietary information. If a public records request is received pursuant to Chapter 42.56 RCW for documents related to this agreement, the WSP will give the Organization ten days' written notice at the Organization's last known address before releasing any documents the Organization has marked as proprietary information. It is the Organization's responsibility to take legal action to obtain an injunction prior to the expiration of the ten days' notice. The Organization will indemnify, defend, and hold harmless the WSP for release of documents related to this contract as required by law Nothing contained in this section or any other portion of this agreement affects or modifies the WSP's obligation to disclose public records under Chapter 42.56 RCW or other applicable law.

    If the Organization receives a public records request under Chapter 42.56 RCW for any records containing Data subject to this Agreement, Organization agrees to notify the WSP RMD Public Records Officer within five (5) business days and to follow the procedure set out in this section before disclosing any records. The WSP Public Records Officer can be contacted at pubrecs@wsp.wa.gov.

    The Organization must provide a copy of the records with proposed redactions to WSP when they are available and ready. WSP will respond within ten (10) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to the Organization’s redactions, or request more time if needed. If the Organization disagrees with any of WSP’s concerns or proposed changes, the Organization must notify WSP of that disagreement and provide WSP with a minimum of fifteen (15) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records

1. **Statement of Work.** Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
    - Overnight lodging for students
    - Meals for students attending at the WSP Academy
    - Classroom use
    - Multipurpose Building/Gym
    - Training Tank/Pool
    - Firing Range
    - Hazardous Materials Training Pit
    - Emergency Operator Vehicle Course (EVOC)
    - Instructors for various subjects, including EVOC and the Firing Range training when available

    The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.
2. **Registration for Use of Facilities.** The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on page one of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
    - This Facility Use Agreement Number
    - The facility being requested
    - The dates/times the facility will be needed
    - An Organization point of contact for this use

    If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

    Organization may cancel a request at any time. However, WSP requires at least 24 hours' notice of a cancellation. Cancellations not received at least 24 hours in advance will require reimbursement for any staff related or instructor costs, such as overtime if any were expended by WSP in preparation for the facility use request.
3. **Insurance Requirements for EVOC Use**. If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in *Exhibit D, Insurance Requirements for EVOC Use*.
4. **Facility Regulations**. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The *WSP Facility Use Regulations* are attached as *Exhibit C* to this Agreement.
5. **Certification Regarding Lead Compliance.** WSP shall maintain compliance with applicable state and federal lead regulations at all times. All individuals utilizing the WSP Firing Range shall undergo mandatory education on how to avoid lead exposure and the health consequences of lead exposure to themselves and their family members prior to utilizing WSP Firing Range.

1. **General Rules for All Facilities**
   a. Safety is the first concern while using WSP facilities.
   b. Report all injuries to the WSP Administrative Building immediately.
   c. The Organization must check in at the WSP Administrative Building prior to beginning training.
   d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
   e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
   f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.
2. **Classrooms**
   a. No smoking, food or beverages are allowed in the classrooms.
   b. Place chairs on top of desks after the last class of the day.
   c. Ensure that all materials and trash are cleaned up at the end of the day.
   d. Do not open classroom windows.
3. **Multipurpose Building (Gym)**
   a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
   b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
   c. Appropriate attire shall be worn at all times.
   d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
   e. Bag gloves will be worn to protect hands while hitting punching bags.
   f. No competitive sparring or wrestling is allowed.
   g. Do not engage in weightlifting without a spotter.
   h. Clean and replace all equipment after use.
4. **Training Tank**
   a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
   b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
   c. There is absolutely no running in the Training Tank area.
   d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
   e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.

f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
b. All firing range training must be supervised by a qualified firearms instructor.
c. All personnel present must use eye and hearing protection, as well as protective body armor.
d. Steel targets will not be engaged closer than 15 yards.
e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
k. Firearms may be cleaned in designated areas only.
l. No food, beverages or smoking is allowed in the firing range area.
m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

a. The gate to the Hazardous Materials Pit must be locked when not in use.
b. There is no smoking within 500 feet of the outer fence.
c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

a. The Organization shall follow all directions of the WSP commissioned staff member present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
b. One commissioned academy staff member must be present during use of the EVOC.
c. Instructors must explain Emergency Stop Procedures prior to training.
d. Headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student vehicles.
e. All vehicles will travel in the same direction during training.
f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
h. There is a 45 mph speed limit on all exercises entering the skid pan. Skid pan operation will be facilitated by a commissioned academy staff member.
i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Keep all skid pan exercises on the concrete portion.

j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.

k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.

l. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on page one of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

a. General Liability: The Organization shall maintain general liability (CGL) insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

b. Business Auto Liability: The Organization shall maintain business auto liability with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.

3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.