

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this __ day of _____, 20__, by and between the Long Beach Police Department and the Cosmopolis Police Department (hereinafter collectively referred to as "the Parties"). In consideration of the mutual benefits to be derived, and the promises set forth herein, the Parties hereby agree:

WHEREAS, the Parties recognize the importance and mutual benefit of working in partnership to provide needed assets to the Cosmopolis Police Department in exchange for valuable training in firearms for the Long Beach Police Department; and

WHEREAS, the Parties wish to create a positive model to assist each other in protecting and serving the community; and

WHEREAS, in the interest of public safety, the Parties are able and desire to provide duly commissioned law enforcement officers pertinent training in firearms in exchange for vehicle assets in order to benefit the needs of both departments.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Performance:

Participation by the parties in delivering agreed upon assets in exchange for a significant value in training.

- a. The Long Beach Police Department hereby agrees to transfer to the Cosmopolis Police Department the ownership of one (1) 2011 Ford Crown Victoria with the following VIN, license plate numbers and mileage:

- i. 2FABP7BV8BX147019; License: 51264D, 79,789 miles

The vehicle is fully outfitted with emergency lights, siren, police radio, and prisoner cage. The vehicle is being provided as-is with no warranty and in good operable condition. Cosmopolis Police Department will be responsible for any transfer and licensing fees associated with the transfer of the vehicle to their department, as well as insurance.

- b. The Cosmopolis Police Department hereby agrees to provide 16-hours of certified Firearms training to Long Beach Police Department officers. The dates, timing and location of this training will be determined later as agreed between both parties but will be provided within a six-month period of the date this agreement is fully executed. In the event that the full 16 hours of training have not been provided by the end of the six-month period, this agreement will be fulfilled.

2. **Duty Status**. The Parties acknowledge that the firearms instructor assigned to training will do so on duty time.
3. **Liability**. Each Party shall be responsible and liable for the consequences of each Party's own act or failure to act regarding this agreement.

4. Entire Understanding. Nothing in this MOU is intended to expand, limit, or restrict the law enforcement authority of any Party, or preclude other law enforcement agreements. No modification or amendment to this MOU, including the addition of other Parties, shall be effective unless in writing and signed by an authorized representative of each Party. This MOU contains the entire understanding between the Parties and may not be enlarged, modified, or altered except in writing signed by a Chief and/or representative of each Party.

COSMOPOLIS POLICE DEPARTMENT

LONG BEACH POLICE DEPARTMENT

By: _____

Heath Layman, Chief

By: _____

Flint Wright, Chief

