



**MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGETOWN LAW CENTER FOR INNOVATIONS IN COMMUNITY SAFETY
AND
REDMOND POLICE DEPARTMENT**

I. Introduction

This Memorandum of Understanding (MOU) is entered into between Georgetown University Law Center in connection with its Center for Innovations in Community Safety (CICS or Georgetown CICS) and the Redmond Police Department (RPD) (individually “Party” and collectively “Parties”). The Active Bystandership for Law Enforcement® (ABLE™) Project is a CICS project at Georgetown University Law Center.

II. Purpose of this MOU

The purpose of this MOU is to set out the agreement between Georgetown CICS and the RPD regarding the provision of ABLE Project train-the-trainer (TTT) training by ABLE Project staff and affiliates/partners to certain RPD and RPD-designated personnel. This MOU is meant to set clear expectations for the Parties by describing the scope of work to be performed, the responsibilities of each party, and related logistical and process issues.

III. Responsibilities of Parties

In order to carry out the purposes of this MOU, the Parties hereby agree as follows:

A. Responsibilities of Georgetown CICS

Pursuant to this MOU, Georgetown CICS shall:

1. Conduct one in-person, 30-person TTT event with RPD-selected students, based on Georgetown CICS’s proprietary ABLE Project training curriculum.
2. Provide ABLE program materials to RPD that can be reproduced by RPD for providing the 8-hour ABLE training course to RPD officers.
3. Provide (a) an ABLE perception survey to be delivered pre- and post- training and three months after the officer takes the training; and (b) ABLE course evaluation.



4. Provide curriculum and materials in support of a 2-hour refresher ABLE program.

B. Responsibilities of RPD

Pursuant to this MOU, the RPD shall:

1. Commit in writing to the ABLE Standards set out on the Georgetown Law ABLE Project website at <https://www.law.georgetown.edu/cics/able/program-standards/>.
2. Ensure the preparation, attendance, and participation of 30 qualified officers or employees in the ABLE TTT event.
3. Ensure only officers from agencies formally accepted into the ABLE program will be in attendance of the ABLE TTT event.
4. Ensure all RPD ABLE instructors will be knowledgeable, credible, and passionate advocates for the ABLE Project and for active bystandership generally.
5. Remove from the list of authorized ABLE instructors anyone whom the Georgetown CICS reports, based upon in-TTT-class performance and/or attitude, is unfit to serve as an ABLE instructor. However, prior to the removal of any authorized ABLE RPD instructors, Georgetown CICS shall confer with the RPD regarding such proposed removal.
6. Facilitate the completion of the ABLE pre- and post-implementation surveys (to be provided by ABLE) to RPD officers as prescribed by Georgetown CICS.
7. Use only ABLE curriculum and materials as provided or approved by the Georgetown CICS when conducting ABLE training. RPD agrees to use ABLE materials strictly in accordance with Georgetown CICS instruction, policy, standards, mission and values for educational and research purposes only.
8. Conduct ABLE training in strict fidelity to the model and curriculum taught in the train-the-trainer program, except for any modifications made by the Georgetown CICS or as approved in writing in advance by the Georgetown CICS. Only instructors certified via the ABLE Train-the-Trainer process are authorized to conduct ABLE training.



9. Not reproduce, distribute, or share ABLE materials except as authorized in writing by the Georgetown CICS.
10. Not modify, alter or amend ABLE materials except as authorized in writing by the Georgetown CICS.
11. Provide ABLE program implementation data and updates at least once per year to the Georgetown CICS, including:
 - i. Number of officers trained;
 - ii. Personal demographic and assignment information regarding officers trained (no personal identifying information is necessary);
 - iii. Number of ABLE training courses provided; and
 - iv. Implementation update on each of the ABLE Standards.
12. Cooperate with reasonable requests from the ABLE Project to evaluate the meaningful implementation of the ABLE program by sharing policies and training curriculum, and providing access to leadership and instructors for interviews.
13. Notify ABLE within 48 hours of any change to ABLE Program Coordinator and/or any other members of the ABLE implementation team.

IV. Scheduling

The parties will jointly agree, in writing, on a set of dates to hold the TTT. After this agreement, RPD may request to reschedule the TTT at any time **60** days prior to the agreed-upon start date without incurring a rescheduling fee. If RPD needs to reschedule the TTT within 60 days of the agreed-upon start date, a \$10,000 rescheduling fee will be added to the funding amount described in Section VI to compensate for the additional staff time, nonrefundable travel arrangements, and any other nonrefundable contractual obligations incurred by CICS.

V. Duration of this MOU

- A. The initial term of this MOU shall be 12 months from the date of its execution, and may thereafter be extended on a year-to-year basis by written agreement of the Parties.



- B. Notwithstanding paragraph A of this section, this MOU may be terminated in writing by the Parties pursuant to section VII of this MOU.

VI. Funding

The responsibilities of Georgetown CICS outlined in this MOU are contingent on receipt of funding from Redmond Police Department in the amount of **\$23,750.00**.

VII. Amendments and Modifications

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

VIII. Effective date; Withdrawal; Termination

- A. Effective Date. This MOU shall be effective as of the date the last Party signs this MOU.
- B. Withdrawal. Georgetown CICS or the RPD may withdraw from this MOU for cause upon providing the remaining Party thirty (30) day advance written notice of its intent to withdraw from the MOU. For withdrawal purposes, “cause” includes a finding by Georgetown CICS in its sole discretion that the RPD is not implementing the ABLE Project in an effective manner or in conformity with this MOU. However, prior to termination, Georgetown CICS shall give the RPD notice of such cause finding and a reasonable opportunity to cure.
- C. Termination. This MOU may be terminated for any reason or no reason by mutual agreement of all Parties.
- D. Should Georgetown CICS withdraw from this MOU for cause, RPD must cease teaching ABLE, cease the use of ABLE materials, and destroy or return all ABLE materials in its possession.

IX. Applicable Laws

This MOU shall be governed by the laws of the State of Washington. Exclusive jurisdiction will rest in the State or federal courts of Washington.



X. Resolution of Disputes

The parties shall attempt to resolve any/all disputes amicably and informally.

XI. Disclaimer / Miscellaneous

RPD understands and acknowledges that the ABLE Project and all ABLE materials are designed to be used as guides to the subject matter covered. RPD represents that the ABLE Project and all ABLE materials have been thoroughly reviewed by the appropriate parties at the RPD. This substantive agency review is to ensure that the material presented or suggested through the ABLE Project conforms to and is consistent with the RPD's policies, training and legal guidelines. Neither the ABLE Project, the Georgetown CICS, nor any of the ABLE Project's or Georgetown University's faculty, volunteers, employees, agents, advisory board members, affiliates or other partners, participants or contributors shall have any liability or responsibility to any person or entity, including RPD, with respect to any loss or damage caused or alleged to be caused directly or indirectly by the RPD's implementation of the ABLE Project or Georgetown CICS's performance (or lack thereof) of its responsibilities described in this MOU or otherwise in connection with this MOU.

RPD agrees to always officially refer to the ABLE program as the "Georgetown University Law Center ABLE Project" or the "Georgetown University Law Center Active Bystandership for Law Enforcement Project" (and Georgetown CICS may refer to the fact of RPD's participation in the ABLE program in its publications and otherwise). Except for the limited right of use of the ABLE materials described in this MOU, all intellectual property rights in the ABLE materials as well as in the ABLE name shall remain with Georgetown CICS. The provisions of this section X shall survive the termination of this MOU.



IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

GEORGETOWN UNIVERSITY LAW CENTER

John Kotwicki

Date

Associate Vice President for Tax

REDMOND POLICE DEPARTMENT

Darrell Lowe

Date

Chief of Police