

VOLPENTEST HAMMER FEDERAL TRAINING CENTER
SERVICE AGREEMENT
No. HMR-SA-17-005

THIS AGREEMENT, effective this 11th day of May 2017, is made by and between **MISSION SUPPORT ALLIANCE, LLC** ("MSA"), prime contractor to the **UNITED STATES DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE** ("DOE"), a Department of the United States of America (Government) and the Kittitas County Sheriff's Office ("Customer").

ARTICLE I. SCOPE OF SERVICES

Subject to the terms and conditions set forth below, MSA has been authorized by DOE to, and shall, furnish to Customer certain equipment, services, and/or staff for training purposes (hereinafter referred to as the "Activity") as described in Appendix A, which is attached to and made a part of this Agreement.

ARTICLE II. COSTS AND INVOICING

Costs associated with the Activity will be invoiced to and paid by Customer to the account of MSA in accordance with the pricing policy described in Appendix A.

ARTICLE III. SCHEDULING

Customer understands and agrees (i) that the Activity is subject to the priority of the DOE on a not-to-interfere basis; and (ii) that DOE, through its facility administrator MSA, has sole responsibility and discretion for allocating and scheduling use of the equipment, services, and/or staff needed for or involved in the Activity.

ARTICLE IV. LIABILITY AND INDEMNITY

- A. Neither the Government nor DOE and its agents, employees, or contractors (including MSA) or other persons acting on their behalf, including officers, directors, officials, representatives, employees, staff, and subcontractors will be responsible for any personal injury or damage to or destruction of property of any kind whatsoever resulting from the furnishing of and use by Customer of equipment, material, and/or staff under this Agreement, unless directly resulting from the negligence of the Government, DOE, or agents or persons acting on their behalf, consistent with the Washington Comparative Fault Statute (R.C.W. 4.22 *et seq.*).
- B. Neither the Government, nor DOE and its agents, employees, or contractors (including MSA), or, and other persons acting on their behalf, including officers, directors, officials, representatives, employees, staff, and subcontractors will be responsible, irrespective of cause, for failure to furnish any equipment, material, and/or staff under this Agreement at any particular time or in any particular manner when the interests of the Government preempt any schedule.
- C. Customer shall indemnify the Government, DOE, and their agents, employees, or contractors (including MSA), and other persons acting on their behalf, including officers, directors, officials, representatives, employees, staff, and subcontractors, for all damages, claims, costs, and expenses, including attorney's fees, arising from personal injury (including death) or property damage or destruction occurring as a result of using the equipment or material furnished under this Agreement. Customer shall give notice to MSA as soon as practicable of any claim made against the Government, DOE, or their agents or other persons acting on their behalf and/or Customer and afford them the opportunity, to the extent allowed by applicable laws, rules, or regulations, to participate in and control their defense. Customer shall provide reasonable assistance and information to the Government, DOE, MSA, and their agents and other persons acting on their behalf to support their defense. To the extent that Customer and Customer's Personnel are covered by the Washington Industrial Insurance Act (R.C.W. Title 51) or any other industrial insurance, workers compensation, or similar act, Customer specifically waives any and all immunity provided under these acts and their regulations and rules.

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KITTITAS COUNTY SHERIFF
ACCOUNTING

ARTICLE V. NOTICE

Any notice required under this Agreement shall be given to the following parties verbally or in writing:

To the Government, DOE, MSA, or other persons acting on their behalf:

Bret Akers
Mission Support Alliance
P.O. Box 1000 (G5-51)
Richland, Washington 99352

Phone: (509) 376-3712
Fax: (509) 373-6070

To Customer:


307 W. Hampton Rd.
Ellensburg, WA 98926

Phone: 509-962-7525
Fax: 509-962-7037

ARTICLE VI. ENTIRE AGREEMENT

This Agreement constitutes the entire contract between the parties and supersedes any other promises, agreements, or written correspondence. This Agreement cannot be amended and no provision can be waived except by an instrument in writing duly executed by each of the parties.

ARTICLE VII. AUTHORITY, ADMINISTRATION, AND TRANSFER

It is understood and agreed that this Agreement is entered into by MSA in its role as prime contractor to DOE and that (i) MSA is authorized to and will administer this Agreement for DOE; (ii) administration of this Agreement may be assigned by MSA to DOE or its designee upon written notice to Customer; and (iii) in case of such assignment and notice thereof to Customer, MSA shall have no further responsibility hereunder.

ARTICLE VIII. TERMINATION

Either party may terminate this Agreement for any reason at any time by giving not less than 14 days prior written notice to the other party; provided, however, that DOE reserves the right to immediately terminate this Agreement without regard to the aforesaid written notice when termination of this Agreement is determined to be in the best interests of the Government. Termination shall only affect the term of this Agreement and shall otherwise be without prejudice to the rights of either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first written above.

CUSTOMER


Signature

Gene Dana
Name (print)

Sheriff
Title

6/12/17
Date

MISSION SUPPORT ALLIANCE


Signature

B. M. Akers
Name (print)

for HAMMER Director
Title

6-5-17
Date

Statement of Work
FY2017 Law Enforcement EVOC Training
at Hanford Patrol Training Academy (PTA)

Deliverables

HAMMER/Hanford Training Center will:

As requested by the PTA EVOC Program Manager (PM), in HFACTS complete and submit a Customer Requirements Form (CRF) to reserve the EVOC skills pad, track and trailer for the training dates agreed to by the PTA EVOC PM and the Law Enforcement Customer's Point of Contact (LE POC).

Prepare and submit required contracting documents, e.g., Appendix A (Contract Service Agreement), and a Cost Estimate, to the LE POC and others, if/as required.

Give copies of any required documents to the LE POC for review and approval. Ensure paper copies of the aforementioned documents are maintained on file, including those that have been signed (approved) by the LE POC.

Give copies of Appendix B (General Release and Indemnification Form) of the Service Agreement to the PTA EVOC PM before training commences.

The Hanford PTA will:

Unless pre-approved by the Commandant, PTA, allow only one agency at a time to use the EVOC.

Confirm the LE POC wants his/her department personnel trained to the PTA's approved EVOC lesson plan¹ and not to a variation of same, e.g., one that has been modified, tweaked, revised or otherwise changed.

Confirm the LE EVOC Instructors are certified for the type of vehicles the agency will bring to the training.

Ensure only vehicles authorized for use on EVOC by Hanford PTA are used during the training event.

Have the HAMMER LE PM reserve the EVOC skills pad, track and trailer for the training dates agreed to by the PTA EVOC PM and the LE POC.

Complete and submit/file the required HAMMER approval paperwork.

Provide the LE Customer's personnel access to the EVOC classroom and props as scheduled.

Provide the initial PTA/EVOC facility training/safety briefing/orientation to EVOC LE POC before training commences.

¹ All PTA lesson plans are required to be reviewed and approved by the Hanford Patrol Protective Force Safety Organization to ensure the training can be conducted in compliance with applicable hazard analysis (reference SAS-7321, Hazards Analysis Procedure) and PTA facility, training, safety and environmental requirements.

Statement of Work
FY2017 Law Enforcement EVOC Training
at Hanford Patrol Training Academy (PTA)

Provide certification and recertification of LE POC EVOC instructors (Certification is per the Washington State Criminal Justice Training Center Requirements for EVOC Insructors).

Have all EVOC students and the LE Customer's instructors/safety officers sign, date and turn in to the PTA EVOC PM an Appendix B (General Release and Indemnification Form) to the Service Agreement, before training commences.

Ensure training conducted per the PTA's approved EVOC lesson plan.

LE Customer POC will:

Submit the EVOC training request to the PTA EVOC PM and confirm department personnel are to be trained to the PTA's approved EVOC lesson plan and not to a variation of same, e.g., one that has been modified, tweaked, revised or otherwise changed.

Upon receipt of required contracting documents, e.g., Appendix A (Contract Service Agreement), review and approve (sign/date) same if acceptable then return them to the HAMMER LE PM. If not acceptable, work with the PTA EVOC PM and/or the HAMMER LE PM to resolve the issue(s).

Ensure that department personnel who are to be trained complete the PTA/EVOC facility training/safety briefing/orientation before training commences.

Ensure each training participant reads, signs, dates and turns in an Appendix B (General Release and Indemnification Form) to the PTA EVOC PM before training commences.

Ensure department personnel are trained in accordance with the PTA's approved EVOC lesson plan.

During the period of his/her department's EVOC reservation, deny EVOC use to other external agencies unless prior approval is granted by the Commandant, Hanford Patrol Training Academy.

Will ensure that their EVOC instructors recertify every 2 years or sooner as needed.

Will ensure PTA approval for any vehicles not previously authorized for use at the EVOC.

D. C. Humphreys

Dennis C. Humphreys
Project Administrator, LE Training
HAMMER/Hanford Training Center
(509) 376-2030 (Office)
(509) 948-0091 (Mobile)
(509) 373-6070 (Fax)

APPENDIX B

To Service Agreement No. HMR-SA-17-005

with the Kittitas County Sheriff's Office

June 29 & July 6, 2017

CRF HC00213 2-3

Volpentest HAMMER Federal Training Center/Patrol Training Academy

GENERAL RELEASE AND INDEMNIFICATION

U.S. Citizens

I, the undersigned, expressly acknowledge that my participation in the Volpentest HAMMER Federal Training Center (HAMMER)/Patrol Training Academy (PTA) training activities may expose me, either directly or indirectly, to certain hazards inherent in the transportation to, viewing of, and participating in the operation of training props and demonstrations. Such hazards may give rise to personal injury, including death, or property damage or loss.

I have been informed and understand that Mission Support Alliance, LLC (MSA) and the U.S. Department of Energy (DOE) do not provide accident, health, medical, disability, or other types of insurance for the protection of those who participate in the HAMMER/PTA training activities. Furthermore, I understand that it is recommended that I have a medical insurance policy in effect during my participation.

I certify that if I have any reason (physical, medical or otherwise) which would impact my ability to participate in this training, I will advise HAMMER/PTA staff of my condition and follow instructions given me by HAMMER/PTA staff.

In consideration of the privilege of participating in HAMMER/PTA training activities, the undersigned, for myself, my heirs, administrators, executors, successors, representatives, and assigns, do hereby knowingly, willingly, and voluntarily assume any and all risks of accident, personal injury, or property damage to myself and to my property consistent with the State of Washington Comparative Fault Statute (R.C.W. 4.22). I agree to now and forever release, acquit, discharge, indemnify, and hold harmless MSA and DOE, their officers, officials, directors, representatives, agents, employees, and contractors, from and against any and all claims, loss, causes of action, suits, cost or expense for any and all personal injury, death, or property damage arising directly or indirectly from my participation in HAMMER/PTA training activities.

Participant's Signature

Date

Participant's Name (Print)

Organization, Company, Affiliation (Print)