

**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.

**RECEIVED**

JUN 16 2017

KITITAS 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.  
Everett, WA 98206

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

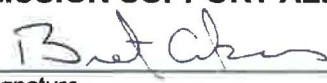
  
Signature

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 plan<sup>1</sup> 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.

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<sup>1</sup> 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 A Contract – Attachment 01**

**Service Agreement HMR-SA-17-005**

**with the Kittitas County Sheriff's Office**

**for the use of**

**Patrol Training Academy's Emergency Vehicle Operations Course**

**Statement of Work:**

The Patrol Training Academy will provide the customer access to the classrooms and props at EVOC based on scheduled dates during the period June 29 and July 6, 2017 for the following price per day:

Please see attached estimate.

EVOC Rate	\$401.39
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*ZMI 77*

Price excludes 3% DOE-RL administrative adder.

The use of the facility and associated services are subject to the referenced agreement terms and conditions.

**Cancellation Policy:**

Customers canceling 10 working days or more prior to scheduled facility use will be able to obtain a 100% refund of monies paid, less any costs incurred specifically in support of customer requirements. Cancellations of less than 10 working days but 5 or more will result in a refund of 50% less incurred costs. Less than 5 days will result in no refund.

**Damage Policy:**

Per the Washington Comparative Fault Statute (R.C.W. 4.22), parties are responsible for personal injury and property damage they may cause during the use of HAMMER and/or the Patrol Training Academy.

**Payment:**

Payment will be made by the customer upon completion of the agreed upon use of the facility per RCW 42.24.080, which precludes the customer from making payment prior to the services being rendered. Payment will be sent to the following address within two weeks of the completion of the agreed upon use:

**Mission Support Alliance  
Attn: Cashier H3-09  
PO Box 650  
Richland, WA 99352**

**Acceptance:**

**For the Customer:**

  
Signature

Gene Dana 6/12/17  
Printed Name Date

Sheriff  
Title

**For Mission Support Alliance:**

  
Signature

BRET AKERS 6-5-17  
Printed Name Date

for HAMMER Director



**COST ESTIMATE PROPOSAL**  
MSA - FY17  
Version 1.3

1. Work Request No.
2. CACN
3. WBS

**A. GENERAL INFORMATION**

Title		Prepared by		Date	
Kittitas County Sheriff's Office		Linda Inions 509-376-0800		5/24/2017	
Requestor	Company	Technical POC		Financial POC	
	Kittitas Co.	Mark A. Rickey		Darren Higashiyama, Sheriff 509-962-7525	
Performer	Org. Title	Technical POC		Financial POC	
	MSA	Dennis Humphreys 509-376-2030		Linda Inions 509-376-0800	
Performance Dates	Begin:	6/29/2017 7/6/2017	End:	6/29/2017 7/6/2017	Total Estimated Cost - FY17 \$401.39

**B. DETAIL DESCRIPTION OF COST ELEMENTS**

				EST. COST (\$)	TOTAL EST. COST (\$)
0. Direct Labor		ESTIMATED HOURS			
Cost Center	COCS/Description				
<b>TOTAL DIRECT LABOR</b>					\$ -
1. Material	Calculate SPEF		NO	\$ -	
2. Subcontracts				\$ -	
3. Other Direct Costs				\$ -	
4. Other Originated Costs				\$ -	
<b>TOTAL</b>					\$ -
5. Revenue	Calculate HAMMER Adder		YES		\$ 377.60
6. Overhead Allocations	Direct Labor Adder	O.H. RATE %	x BASE		
Content/Records Management	4H420, 4H430	19.4%	\$ -	\$ -	
Janitorial	4E560	17.3%	\$ -	\$ -	
Maintenance	4E500, 4E510, 4E520, 4E530, 4E540, 4E550	52.0%	\$ -	\$ -	
Transportation	4E400, 4E410, 4E420, 4E430, 4E440	40.2%	\$ -	\$ -	
Software Engineering	4H310	17.3%	\$ -	\$ -	
<b>TOTAL DIRECT LABOR ADDER</b>					\$ -
<b>TOTAL BASE COST (Total of Items 1 through 6)</b>					\$ 377.60
7. General and Administrative	Rate	6.30%			\$ 23.79
<b>TOTAL ESTIMATED COST</b>					\$ 401.39
8. Proposed Fee (see instructions)	Rate	8.0%	RFSS ONLY		
Fee Applicable? (Yes / No)	Yes/No				
Labor Fee Adder					
Non Labor Fee Adder					
<b>TOTAL ESTIMATED FEE</b>					\$ -
9	<b>TOTAL ESTIMATED COST PLUS FEE TO REQUESTOR</b>				\$ 401.39
10. DOE Added Factor	NO	Rate	3.00% x Item 9		
<b>TOTAL ESTIMATED COST TO REQUESTOR</b>					\$ 401.39



## **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.

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Participant's Signature

Date

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Participant's Name (Print)

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Organization, Company, Affiliation (Print)

## Heather Seibert (SH)

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**From:** no-reply\_ServiceRequests@co.kittitas.wa.us  
**Sent:** Tuesday, June 06, 2017 4:02 PM  
**To:** Heather Seibert (SH)  
**Cc:** Kim Dawson; Darren Higashiyama  
**Subject:** Prosecutor Service Request | 39769 | Service Agreement - Mission Support Alliance, LLC and US DOE

Heather Seibert,

Thank you for submitting a service request. We hope the service was completed to your satisfaction. If you'd like to leave feedback, please use our [feedback form](#).

We have closed this request. If you need anything else, please submit another request or [renew this request](#).

Note: This email was sent from an unmonitored account. Please do not reply to this email. To respond, please update your service request on CAMAS using the link below.

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## Request #39769 - Service Agreement - Mission Support Alliance, LLC and US DOE

### Initial request:

Doug, per our conversation, Darren just got this from HAMMER yesterday, and needs to send it back to them by end of day 6/19. It is a service contract, which I think would make it more of a PSA to acknowledge rather than an interlocal that the BOCC needs to sign, but please correct me if I am wrong. :) I put a date of 2 weeks from today on it because of your office's policy; otherwise whomever assigns it to you will have to change the date to adhere to the policy-but I really do need it back by, say, 6/13 (sorry!).

### Latest update:

Doug Mitchell 6/6/2017 4:02:17 PM

### Resolution:

Note that on P. 1, Article III section C, we have to indemnify the Gov?MSA for any (bad outcomes involving damage/injury and resulting liability exposure). Considering that almost exclusively, such would be to our own personnel, and we have the Worker's compensation and other exposure anyway, this is not likely to increase risk.

Don't forget to fill in the contact provisions under V. Notice. :-)

I sure hope someone over there knows the meaning of all these acronyms such as HFACTS.

The language on P. 3 seems to imply that the training will be to Hanford's lesson plan .... even though SO instructors are doing it. Is that intended? Similar language on P. 4.

You will need a copy of Appendix B for each deputy to sign.

I concur that this is not an interlocal, but does need to be acknowledged, although ... I wonder if this under the limit adopted a while back and could be done on the Sheriff's signature. (Not really a course I would advocate very often, but not prohibited, either.)

So, the words you really need: **APPROVED AS TO FORM.**

### Status:



Closed

**Assigned to:**

Doug Mitchell

**Priority:**

Soon

**Due date:**

6/20/2017 5:00:00 PM

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Notice: Email sent to Kittitas County may be subject to public disclosure as required by law

## Darren Higashiyama

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**From:** Ness, Nancy J <Nancy\_J\_Ness@rl.gov>  
**Sent:** Monday, June 05, 2017 2:16 PM  
**To:** Darren Higashiyama  
**Cc:** Humphreys, Dennis C; Chris Seilstad; Dirk Kivi; Matt D. Martin; Mark A. Rickey; Almeida, Raul (Rudy); Ames, Mark A; Zawadzki, Nicole S; Inions, Linda M  
**Subject:** Kittitas Co Sheriff at EVOC - June and July 2017  
**Attachments:** Kittitas Co Sheriff Transmittal Package.pdf

Commander Higashiyama,

Attached for an approval signature are the subject documents for Kittitas County Sheriff training at EVOC scheduled for June 29 and July 6, 2017:

- **Service Agreement Contract**
  - ✓ Please review and sign
- **Statement of Work**
- **Appendix A Contract**
  - ✓ Please review and sign
- **Appendix B** (General Release and Indemnification Form)
  - ✓ Each training participant must complete and submit the form to the EVOC POC upon arrival.

*↳ Cmdr. Higashiyama to oversee this course.*  
Please fax or scan and email the signed Service Agreement and Appendix A to my attention at (509) 373-6070 or [Nancy J Ness@rl.gov](mailto:Nancy_J_Ness@rl.gov) by close of business **June 19, 2017**. Payment is due following your training.

Please let me know if you have any questions or need additional information.

We look forward hosting your training event.

Regards,

Nancy

Programs Specialist

HAMMER Federal Training Center

2890 Horn Rapids Road

Richland, WA 99354

[Nancy J Ness@rl.gov](mailto:Nancy_J_Ness@rl.gov)

[www.HAMMERTraining.com](http://www.HAMMERTraining.com)

☎ 509.376.3250 Office | 509.551.4915 Cell | 509.376.6070 Fax

Work Hours | 6:00 am - 4:30 pm PDT Monday-Thursday

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JUN 16 2017

KITTITAS COUNTY SHERIFF  
ACCOUNTING

# Kittitas County Review Form Grants & Contract Agreement



Today's Date June 6, 2017	Agenda Date June 20, 2017
Fund/Department 30 / Sheriff	

## Contract/Grant Information

Contract /Grant Agency: Mission Support Alliance, LLC as a prime contractor to the US Department of Energy, Richland Operations Office	
Period Begin Date: Upon signature	Period End Date: Upon completion of EVOC training
Total Grant/Contract Amount: ~\$802.78	
Grant/Contract Number: SH17-018	
Contract/Grant Summary:  The Kittitas County Sheriff's Office wishes to use the EVOC skills pad, track, and trailer located at the HAMMER/Hanford Training Center on the training dates agreed upon (6/29 and 7/6/2017). Payment will be due to HAMMER after completion of the training. This agreement is due back to HAMMER by the end of day on June 19, 2017.	

## Financial Information

Total Amount \$802.78	State Funds \$0	Federal Funds \$0
Percentage County Funds 100%	Matching Funds \$0	CFDA# NA
	In-Kind \$ <small>Explain</small>	
Is Equipment being purchased? NO	Who owns equipment?	
New Personnel being hired? NO	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County: Possible insurance liability carried, as well as responsibility for payment for the use of the training facility.		

## Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not – Covered by patrol training budget
New Division Created? NO		
Revenue Code NA		
Expense Code	001-300254906	



**Pass Through Information**

Agency to Pass Through	NA
Amount to Pass Through	\$
Sub-Contract Approved	Date:

**Prosecutor Review**

Has the Prosecutor reviewed this agreement?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CAMAS# 39769
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**County Departments Impacted**

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor <i>Jy 6/7/17</i>	Treasurer

**Submitted**

Signature: <i>CD</i>	Date: <i>6/12/17</i>
Department: Sheriff	

**Assignment of Tracking Information**

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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