

June 6, 2006

MEMORANDUM OF AGREEMENT

Homeland Defense Equipment Reuse Program--FY06-Qtr 2

Washington State Military Department AND
 Emergency Management Division
 Building #20, TA-20
 Camp Murray, WA 98430-5000
 (253) 512-7464 FAX: (253) 512-7200
 Contact Person: Evelyn Peters
 Maximum Amount: <\$ 0

Kittitas County
 205 West 5th Street, Suite #1
 Ellensburg, WA 98926
 (509) 962-7525 FAX: (509) 962-7599
 Contact Person: Sgt. Fred Slyfield

Beginning Date: **Upon final signature** Expiration Date: **June 5, 2008**

INTRODUCTION: Washington State Military Department, Emergency Management Division (EMD) is the designated agent for the Homeland Defense Equipment Reuse (HDER) Program in Washington State. The HDER Program was implemented by the Department of Homeland Security (DHS), Office of Grants and Training (OGT), in coordination with the Department of Energy (DOE), Office of Assets Utilization, National Center of Excellence for Materials Recycle. The goal of the HDER Program is to provide surplus radiological detection instrumentation and other equipment (rehabilitated and provided at no cost), as well as training and technical support, to emergency responder agencies nationwide to enhance their domestic preparedness and capabilities. Training on the equipment is available through OGT's Domestic Preparedness Equipment Technical Assistance Program, and HDER Local Long-term Technical Support is available through a partnership with the Health Physics Society (Volunteers from local chapters provide annual calibration and maintenance, follow-up refresher training, and serve as a local resource for answering questions).

The State Agency and/or Local Jurisdiction (also referred to herein as Contractor) Agrees To:

1. Ownership, and responsibility for maintenance, training and proper disposal, at execution of this agreement.
2. The Contractor shall be responsible for any and all operation and maintenance expenses and for the safe operation and disposal of said equipment including all questions of liability.
3. Use the HDER Program equipment for its intended purpose only.
4. Maintain a list of recipients and location of the equipment, within the jurisdiction.
5. Maintain training records of persons trained by OGT's Domestic Preparedness Equipment Technical Assistance Program to use the HDER equipment.

The Washington State Military Department Agrees To:

1. Provide the quarterly equipment list by e-mail or hard copy to state agency and local jurisdiction Points of Contact (POCs). The equipment list will identify equipment available for ordering.
2. Request desired equipment for state agencies or local jurisdictions from the HDER program.
3. Coordinate delivery and shipping of the equipment to requesting state agency or local jurisdiction.
4. Coordinate training and local long-term technical support between the provider and state agency or local jurisdiction. Training and local long-term technical support is provided by the Homeland Defense Equipment Reuse (HDER) Program.

This Statement of Work and the General Terms located on page 2, govern the rights and obligations of the parties to this contract. In the event of any ambiguity, this Agreement will be governed by the standard terms, conditions and assurances as provided by the funding source identified above.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below.

BY: James M. Mullen 8/22/06
 James M. Mullen, Director Date
 Emergency Management Division
 Washington State Military Department

BY: Gene Dana 8/3/06
 Gene Dana, Sheriff Date
 Kittitas County
 TIN#: 91-6001349

APPROVED AS TO FORM ONLY:

Spencer W. Daniels (signature on file) 12/26/03
 Assistant Attorney General

GENERAL TERMS

- 1) ADVANCE PAYMENTS PROHIBITED: No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Department.
- 2) CHANGES AND MODIFICATIONS: Any such changes that are *mutually agreed upon* by the parties to this contract or grant shall be incorporated herein by written amendment to this agreement. Any oral understanding or agreements not incorporated herein, shall not be binding.
- 3) DISPUTES -- Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- 4) HOLD HARMLESS: The Contractor agrees to defend, hold harmless, and indemnify the State of Washington and the Military Department, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the Contractor's performance or activities hereunder.
- 5) GOVERNING LAW AND VENUE: This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 6) TERMINATION
 - a) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Contractor shall violate any of its covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Contractor describing such default or violation.
 - b) Notwithstanding any provisions of this contract, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

The Department may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

- 7) LOSS OF FUNDING: In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the agreement, the Military Department may terminate the agreement under the "Termination" clause.

Kittitas County
FY 2006 - 2nd Quarter
HDR Program Allocation

Equipment (Category-Manufacturer-Equipment Type-Model No.)	Quantity Allocated	Original Acquisition Cost	Total Cost
Personal Protective Equipment (PPE) Solar-1 Safety Equipment Rain Jacket - Model RJ01 - Blk - Size L	1	\$50.00	\$50.00
Personal Protective Equipment (PPE) Solar-1 Safety Equipment Rain Jacket - Model RJ01 - Blk - Size M	1	\$50.00	\$50.00
Personal Protective Equipment (PPE) Solar-1 Safety Equipment Rain Jacket - Model RJ101 - Blk - Size XL	1	\$50.00	\$50.00
Personal Protective Equipment (PPE) Solar-1 Safety Equipment Rain Pants - Model RP01 - Blk - Size XXL	1	\$50.00	\$50.00
Personal Protective Equipment (PPE) Walls Water-Pruf Safety Equipment Rain Pants - Blk - Size XL	1	\$50.00	\$50.00
Personal Protective Equipment (PPE) Walls Water-Pruf Safety Equipment Rain Pants - Blk - Size XXL	1	\$50.00	\$50.00
TOTAL			\$300.00