

PACIFIC COUNTY

FFY 2009 SHSP DISTRIBUTION AGREEMENT

1. Contractor/Sub recipient Name and Address: South Bend Police Department PO Drawer 9 1102 W First Street South Bend, WA 98586		2. Contract Amount: \$92,393	3. Contract Number: E10-225 E10-225A
4. Contractor/Sub recipient Contact Person, Phone: Dave Eastham, Chief (360) 875-5444		5. Contract Start Date: August 1, 2009	6. Contract End Date: December 31, 2011
7. Pacific County Emergency Management Agency Contact Person, Phone: Denise Rowlett, (360) 875-9338			
8. Funding Authority: Pacific County Emergency Management Agency (County), Washington State Military Department (Department), and the Department of Homeland Security (DHS)			
9. Funding Source Agreement #: 2009-SS-T9-0015	10. Program Index # 793SS NZ	11. Catalog of Federal Domestic Asst. (CFDA) # and Title: 97.067 SHSP	
12. BRIEF DESCRIPTION: The DHS, FEMA is providing funds to local government to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from incidents of terrorism through FFY 2009 State Homeland Security Program. This funding is being provided to local agencies to address the unique equipment, exercise, training, planning, organization, and management and administration needs of local emergency responders. Transfer of equipment.			
IN WITNESS WHEREOF, the County and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written herein. This Contract Face Sheet and Interlocal Agreement or Distribution Agreement governs the rights and obligations of both parties to this contract.			
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ul style="list-style-type: none"> (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (if included) (c) Interlocal Agreement or Distribution Agreement (d) Any other provisions of the contract incorporated by reference. This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.			

DISTRIBUTION AGREEMENT

This Contract is entered into by PACIFIC COUNTY through its Emergency Management Agency (County) and SOUTH BEND POLICE DEPARTMENT (Agency), whose address is 1102 W First Street, South Bend, WA 98586. The County is undertaking certain activities related to the State Homeland Security Program as funded by the U.S. Department of Homeland Security, Office for Domestic Preparedness under Grant Award Number 2009-SS-T9-0015. Under the terms and conditions of Grant Award Number 2009-SS-T9-0015, the County will be distributing specialized emergency response equipment to the Agency. The distribution of the equipment is subject to the following terms and conditions.

1. The equipment delivered to Agency is as described in Attachment A. Title to the equipment transfers upon delivery.
2. The equipment delivered to Agency is accepted "as is" by the Agency with the understanding that the County disclaims all warranties for the delivered equipment. Should the equipment not perform as specified by the vendor, the County will provide all warranty repair information to Agency.
3. The Agency is responsible for the exchange of equipment with like items for proper size, etc. The County will provide all exchange information to the Agency.
4. I understand that my agency is responsible for the licensing, maintenance, training, proper storage, maintaining inventory records and use of the equipment. Equipment lost, stolen, or deemed unusable will not be replaced. Each piece of equipment valued at \$5,000 (or the Agency's capitalization threshold, if lower) or more cannot be disposed of without the permission from the grantor as per Common Rule Section 32.
5. I also understand that our agency may receive an audit in accordance with OMB Circular A-133, Circular A-87, and the conditions of this grant. Inventory of capital equipment must be conducted by the final receiving agency every two years. The final receiving agency MUST submit a biennial letter of certification to the County declaring that the inventory has been conducted. The letter of certification is due by January 30th of the due year.
6. The County assumes no responsibility for the use, care or maintenance of the delivered equipment by Agency. Agency shall protect, defend, indemnify and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Agency, its officers, employees, and/or agents. The Agency agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Agency, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Agency. In addition the County shall be entitled to recover from the Agency, fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
7. Agency shall comply with the Department of Justice Post Award Requirements, Chapter 6: Property and Equipment, of Grant Award Number 2009-SS-T9-0015, Attachment B, copy attached and incorporated by reference as if fully stated herein.

Pacific County:


Authorized Signature

Norman B. Cuffel
Print Name

Chairman, Pacific County Board of Commissioners
Title

Date

South Bend Police Department:



Authorized Signature

Dave Eastham
Print Name

Chief
Title

11-18-11
Date