2/9/11
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MUTUAL AID AGREEMENT

BETWEEN

THE U.S. DEPARTMENT OF ENERGY

AND

THE CITY OF CARLSBAD, NEW MEXICO

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THE CITY OF CARLSBAD

AND

THE U.S. DEPARTMENT OF ENERGY

I. IDENTIFICATION OF PARTIES

The parties of this Mutual Aid Agreement (hereafter called the "Agreement") are the City of Carlsbad, New Mexico (hereafter called the "City"), and the United States of America, acting through the United States Department of Energy (hereafter called the "DOE").

II. AUTHORITY

The Federal authority for this Agreement is DOE Order 151.1. The municipal authority for this agreement is contained in Section 11-1-3 NMSA, 1978, as amended.

III. DEFINITIONS

As used herein:

A. The term "City Fire Department" means the City of Carlsbad Fire Department created under the authority of the Carlsbad City Council and the New Mexico State Fire Marshal's office, including Ambulance Service.

B. The term "City Police Department" means the City of Carlsbad Police Department created under the authority of the Carlsbad City Council and the State of New Mexico.

C. The term "fire protection" includes personnel, services and equipment required for fire prevention, the protection of life and property from fire, and fire suppression.

D. The "Hazardous Material Response Team" means the City of Carlsbad Emergency Forces trained for the handling of a hazardous material emergency created within the City of Carlsbad, certified and trained in accordance with Federal and State requirements pertaining to the response and mitigation of a hazardous material emergency.

E. The term "WIPP" means the U.S. Department of Energy's Waste Isolation Pilot Plant located approximately 30 miles southeast of Carlsbad.

F. The term "WIPP Land Withdrawal Area" means the facility located 26 miles east of Carlsbad, in Eddy county, in southeastern New Mexico, and includes an area of 10,240 acres (see Attachment 1), within which the WIPP Fire Brigade will provide fire, medical, and rescue protection services as approved by the WIPP Facility Shift Manager (FSM).

G. The term "WIPP Security Force" means the Security officers used to perform such duties as access control, facility patrol, escort, safe observation, assessment, surveillance, and reporting of safeguards and security situations at the WIPP site.

IV. PURPOSE

The purpose of this Agreement is to state basic understandings regarding, and describe mechanisms for, the coordination of emergency services activities to be engaged in by the City of Carlsbad and the U.S. Department of Energy's Waste Isolation Pilot Plant (WIPP) during times of declared emergency.

V. OPERATING PROCEDURES

Additional specific operating procedures which may be required to implement this Agreement will be developed and implemented by the WIPP Carlsbad Area Office Manager or designee and the Carlsbad City Manager or designee. Such operating procedure shall be subject to the joint approval of the city and the DOE before they become effective and shall remain in effect until modified in writing. Any such modification shall be jointly approved by the City and the DOE.

VI. RESPONSIBILITIES OF THE PARTIES

A. Upon request to the Dispatch Center of the Carlsbad Fire Department (9-911) by the WIPP FSM, fire fighting equipment and personnel of the Carlsbad Fire Department will be dispatched to any specific location within the WIPP Land withdrawal Area.

B. Upon request to the WIPP Central Monitor Room (234-8111) and approved by the Facility Shift Manager (FSM) the WIPP Fire Brigade, fire fighting equipment and personnel will be dispatched to any specified location within the Carlsbad Fire Department Area.

C. Any dispatch of equipment and personnel pursuant to the Agreement is subject to the following conditions:

1. Response to requests for aid by either party shall be subject to prior emergency commitments, the availability of equipment, personnel, and other resources at the time the request is made.

2. Requests for aid hereunder shall be acted upon only if made by those persons designated as representatives of the parties for such purposes by the operating procedures.

3. Request for aid, hereunder, should include a statement of the type of incident and hazards being encountered, the amount and type of equipment required, and number of personnel requested. The location to which the equipment and personnel are to be dispatched also should be specified. However, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization. The responding organization should advise the requester as to the extent to which the responding organization will be able to respond.

4. The responding organization shall report to the senior official in charge of the requesting organization at the location to which the equipment and/or personnel are dispatched. (City of Carlsbad and the DOE personnel shall be kept intact in their respective units in all phases of response activities.)

5. A responding organization shall be released from the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed for purposes of emergency response within its own primary response area.

6. All equipment used by WIPP in carrying out this Agreement will, at the time of action, hereunder, be DOE equipment and all personnel acting for WIPP under this Agreement will, at the time of such action, be either employees of the Government or employees of the operating contractor at the WIPP site.

7. All equipment used by the City in carrying out this Agreement will be City equipment and all personnel acting for the City under this Agreement will be employees of the City.

8. Responding personnel will not be requested to go underground at the WIPP site.

VII. SPECIFIC SERVICES

A. Services covered by this agreement include ambulance and medical services, fire, rescue, and hazardous material response.

1. Training drills, classes, and drills between and among WIPP and Carlsbad Fire Department will be encouraged under this agreement.

2. In an effort to provide for standardization and close cooperation between the WIPP and Carlsbad Fire Department, WIPP will make available training aids for the City, if not impactive on the City operations. The City agrees to be responsible for any damage occurring to the training aid while they are in the possession, custody, or control of the City.

3. The City of Carlsbad shall have the right to use DOE-furnished equipment (declared excess or surplus to the DOE's needs), in good faith, in the normal course of their business, in support of the city of Carlsbad fire or Law enforcement protection activities during the term of this Mutual Aid Agreement.

4. All Furnishments of DOE-owned equipment shall be effectuated via a DOE Personal Property Loan Agreement and all terms and conditions therein shall apply. Some of the equipment is in need of repair or refurbishment. Cost of such repair or refurbishment will be the responsibility of the City of Carlsbad. City agrees to indemnify and hold harmless the Department of Energy against any and all liability, loss, damages, claims, and costs incidental hereto as a result of city's use or possession of the loaned property.

5. In the event of a request for aid by the DOE, the City will make the DOE-furnished equipment readily available for use by the DOE.

B. Radio Communications

1. WIPP authorizes the City of Carlsbad to utilize the WIPP radio frequencies for coordination and cooperation during emergencies and at other times when such communications are deemed necessary for the relaying of information. Likewise, the City of Carlsbad authorizes WIPP to utilize the city frequencies for the same emergency, cooperation, and coordination purposes.

2. Both parties agree to comply with FCC rules and regulations, proper radio conduct, and protocols.

3. By separate agreement and/or authorizations, both parties are permitted to use the State Fire frequency, and the State EMS frequencies. Such communication modes may be utilized by WIPP Security, Local and State law enforcement agencies, and the Fire Department from time to time while meeting the required conduct codes and regulatory compliances.

4. In conformance with the Privacy Act and the DOE regulations and orders implementing the Privacy Act, and to the extent that a written request from the WIPP Carlsbad Area Manager or appropriate City agency head has specified the particular portion of the document desired and the law enforcement activity for which the information is sought appropriate WIPP and City law enforcement personnel may exchange certain records and reports, including personnel background checks (with appropriate waiver forms), vehicle license numbers, vehicle registration information and vehicle operation information for purposes of pursuing that particular authorized law enforcement activity.

C. Security and Law Enforcement Services

1. It is recognized that in appropriate cases, as governed by Federal statues, regulations and orders, Federal law enforcement agencies may have sole jurisdiction over particular Federal offenses committed at the WIPP facility. In those cases in which concurrent Federal and State jurisdiction is appropriate, the parties agree to cooperate in the execution of such jurisdiction.

2. WIPP security and City law enforcement agencies will mutually assist each other in the coordination of loss prevention and property recovery programs.

3. Security and law enforcement training exercises, classes, and drills between and among the WIPP and City agencies will be encouraged under this Agreement.

4. Nothing in this Mutual Aid Agreement authorizes access to or disclosure of U.S. government classified information required to be protected in accordance with Federal law for regulation in the interest of National security. The City agrees and assures that all of its personnel participating in any exercise hereunder will comply with all applicable WIPP security regulations and requirements of the DOE pertaining to their conduct.

VIII. CLAIMS AND COSTS

A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

B. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

IX. DURATION

The effective date of this Agreement shall be the later date of the signatures by the parties and shall continue to be effect until modified by written agreement of the parties or terminated by either party giving thirty (30) days written notice of termination to the other party at the address set forth herein. It is agreed that neither party will give such notice until it has, to the extent possible, discussed the matter with the other party.

City of Carlsbad
101 N. Halagueno
Carlsbad, NM 88220

United States Department of Energy

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_____

ATTEST:
MEXICO

CITY OF CARLSBAD, NEW

Pearlene Bradshaw
CITY CLERK

Gary Perkowski
MAYOR

APPROVED AS TO LEGAL FORM:

_____
CITY ATTORNEY

DATE: _____

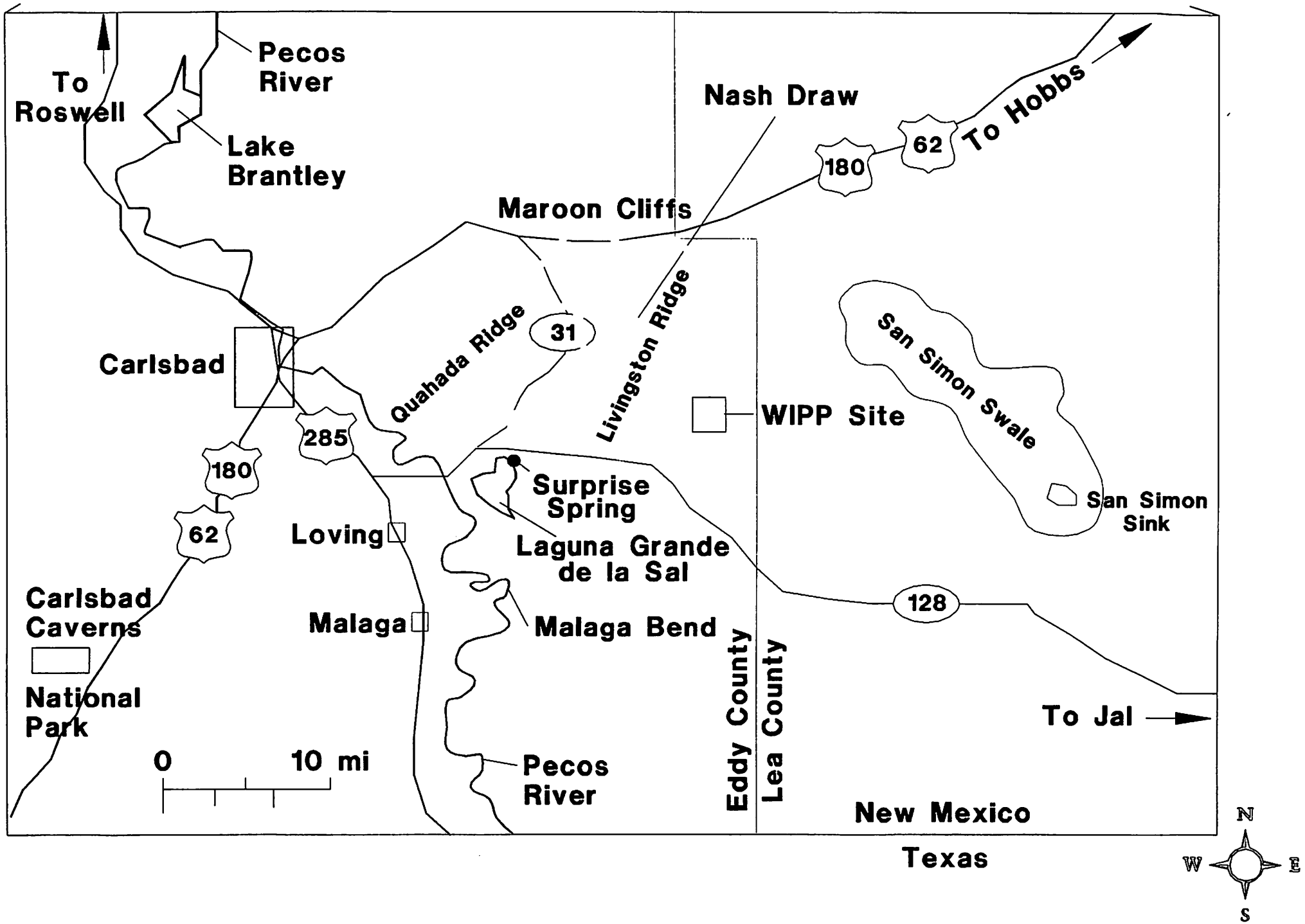
U.S. DEPARTMENT OF ENERGY

BY: Ines Triay
Ines Triay
Carlsbad Area Office Manager

DATE: 8-12-99

Prepared 7/6/99 AJH

Attachment 1 WIPP SITE LOCATION


To Roswell
Pecos River
Lake Brantley
Nash Draw
To Hobbs
62
180
Maroon Cliffs
Quahada Ridge
31
Livingston Ridge
San Simon Swale
Carlsbad
WIPP Site
285
180
Surprise Spring
San Simon Sink
62
Loving
Laguna Grande de la Sal
128
Carlsbad Caverns
Malaga
Malaga Bend
National Park
Eddy County
Lea County
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Pecos River
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ATTACHMENT 2

In accordance with the cooperation promulgated in this Mutual Aid Agreement(MAA), the Department of Energy (DOE) agrees to provide one Double Wide Trailer, one 16' Storage Connex, and one 20' Storage Connex as government furnished equipment to the Carlsbad Fire Department (CFD). This equipment will be utilized to conduct fire suppression, hazardous material, and other related training as indicated in this MAA. The CFD agrees to transport equipment from the WIPP Site, and additionally agrees to be responsible for any damage occurring to this equipment while they are in the possession, custody, or control of the CFD. This equipment will revert to the DOE upon termination of this MAA.