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MUTUAL AID FIRE FIGHTING AGREEMENT

BETWEEN

THE EDDY COUNTY COMMISSION

AND

THE U.S. DEPARTMENT OF ENERGY

I. IDENTIFICATION OF PARTIES

The parties to this Mutual Aid Fire Fighting Agreement (hereinafter called the "Agreement") are the County Commission of Eddy County, New Mexico (hereinafter called the "County"), and the United States of America, acting through the United States Department of Energy (hereinafter called the "DOE")

II. AUTHORITY

The authority for this Agreement is DOE Order 151.1

III. DEFINITIONS

As used herein -

- A. The term "fire protection" includes personnel, services and equipment required for fire prevention, the protection of life and property from fire, and fire suppression.
- B. The term "WIPP" means the U.S. Department of Energy's Waste Isolation Pilot Plant located approximately 30 miles Southeast of Carlsbad.
- C. 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).
- D. The term "Eddy County Fire Department" means any of the Eddy County's Fire Districts, a (volunteer) Fire District created under the Eddy County Commission and the New Mexico State Fire Marshal's Office.

IV. PURPOSE

The purpose of this Agreement is to provide for the mutual assistance of the parties for the furnishing of fire protection in Eddy County Fire Districts and the WIPP Land Withdrawal Area.

V. RESPONSIBILITIES OF THE PARTIES

- A. Upon request to the Dispatch Center of the Eddy County Fire Department (9-911) by the WIPP FSM, fire fighting equipment and personnel of the Eddy County 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 Eddy County Fire Department Area.

- C. Any dispatch of equipment and/or personnel pursuant to this 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 of request.
  2. Requests for aid hereunder need to be acted upon only if made by those persons designated as representatives of the parties.
  3. Any request for aid hereunder shall include a statement of the type of hazards being encountered, the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, 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 shall advise the requestor as to the extent to which the responding organization will be able to respond.
  4. The responding organization shall report to the Staging, On-scene Incident Commander or Liaison Official in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the direction of that official.
  5. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within its own fire protection area.
  6. All equipment used by the WIPP Fire Brigade in carrying out this agreement will, at the time of action hereunder, be DOE equipment and all personnel acting for the WIPP Fire Brigade under this agreement will, at the time of such action, be employees of the Government and/or Government contractors at the WIPP site.
  7. All equipment used by the Eddy County Fire Department in carrying out this agreement will, at the time of action hereunder, be County equipment and all personnel acting for the Eddy County Fire Department under this agreement will, at the time of such action, be members of the Eddy County Fire Department.
  8. Responding Eddy County Fire Department personnel will not be requested hereunder to go underground at the WIPP Site.

## VI. SPECIFIC SERVICES

- A. Services covered by this agreement include ambulance and medical services, fire, rescue, response.
1. Training drills, classes, and drills between and among WIPP and Eddy County Fire Department will be encouraged under this agreement.

2. In an effort to provide for standardization and close cooperation between the WIPP and Eddy County Fire Department, WIPP will make available training aids for the County, if not impactive on the County operations. The County agrees to be responsible for any damage occurring to the training aid while they are in the possession, custody, or control of the County.
3. The County 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 Eddy County Fire Department 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 County. County 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 county's use or possession of the loaned property.
5. In the event of a request for aid by the DOE, the County will make the DOE-furnished equipment readily available for use by the DOE.

B. Radio Communications

1. WIPP authorizes the Eddy County 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, Eddy County authorizes WIPP to utilize the county 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 compliance's.

VII. 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.

VIII. DURATION

The effective date of this agreement shall be the later date of the signatures by the parties and shall continue in effect until modified upon mutual agreement of the parties or terminated by either party given written notice of termination to the other party. It is agreed that neither party will give such notice until it has, to the extent possible, discussed the matter with the other party.

IX. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA  
U. S. DEPARTMENT OF ENERGY

EDDY COUNTY COMMISSION  
EDDY COUNTY, NEW MEXICO

  
\_\_\_\_\_  
Ines Triay  
Carlsbad Area Office Manager

  
\_\_\_\_\_  
Ray Camp  
County Commission Chairman

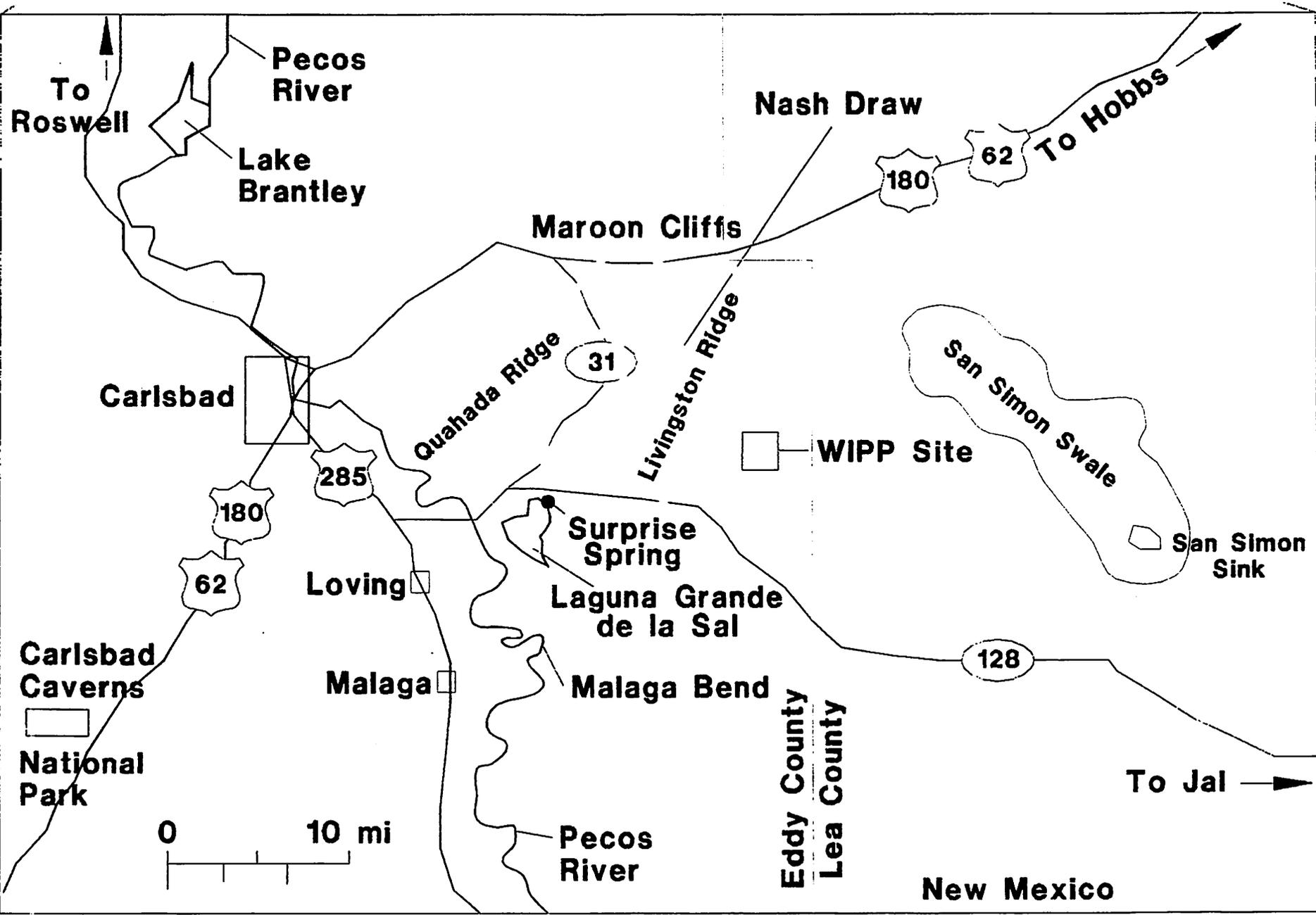
Date: 9/29/99

Date: 9-7-99

ATTEST

  
\_\_\_\_\_  
Jean Etcheverry  
County Clerk

Date: 9/7/99



New Mexico  
Texas

