

MEMORANDUM OF UNDERSTANDING

By and Between

UNITED STATES DEPARTMENT OF ENERGY
IDAHO OPERATIONS OFFICE
And
WELD COUNTY PARAMEDIC SERVICE

This Memorandum conveys our understanding of the agreement between the WELD COUNTY PARAMEDIC SERVICE (WCPS) and the UNITED STATES DEPARTMENT OF ENERGY IDAHO OPERATIONS OFFICE (DOE-ID) regarding ambulance response at the Fort St. Vrain Independent Spent Fuel Storage Installation (ISFSI).

JURISDICTIONAL AUTHORITY

The WCPS is designated as the agency responsible for ambulance response at the location of the ISFSI.

SINGLE POINT OF CONTACT

The WCPS is the single point of contact for requesting ambulance response agency assistance at the ISFSI and has the authority to direct all such activities.

REPRESENTATIVES

Agreements between the WCPS and DOE-ID as they pertain to ambulance response agency assistance at the ISFSI are coordinated between the following:

Dave Bressler, WCPS Director
Ted Borst, ISFSI Manager

RESPONSE TO A REQUEST FOR ASSISTANCE

The WCPS will respond in a timely manner and will accept patients from the ISFSI in response to a request for assistance, and will make every reasonable effort to provide facilities, personnel and equipment appropriate for dealing with the identified situation, all pursuant to WCPS protocol.

COMMUNICATIONS

Operational communications between the ISFSI and the WCPS are established as follows:

Primary Emergency Notification - Commercial telephone
Backup Emergency Notification - Two-way radio link
Tactical Coordination - Two-way radio link
Non-emergency Operation and Communication - Commercial telephone

COORDINATION ITEMS

Tactical Coordination

Responding personnel from the WCPS will coordinate activities with the ISFSI Alarm Station and upon arrival will assume responsibility for assessing the situation and taking appropriate actions.

Patients who have potential radiological complications will be transported to North Colorado Medical Center (NCMC); however, it is the decision of the attending medical personnel to deviate to another medical facility if the medical condition warrants.

The ISFSI will make radiation protection personnel available to the WCPS to accompany the patient(s) on the ambulance if conditions allow, as determined by the attending medical personnel.

Annual Familiarization Briefing

Representatives from the WCPS will make themselves available to meet annually to conduct a familiarization briefing for the ISFSI.

Drills and Exercises

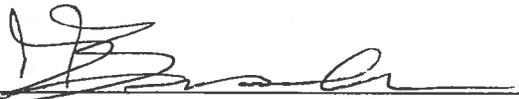
Representatives from the WCPS will make themselves available to participate in periodic ISFSI drills and exercises.

This agreement shall be deemed effective for one year after it has been signed by both parties, and shall automatically renew from year to year unless sooner terminated by either party giving the other party 30 days advance notice of its intent to terminate the agreement. A revised Memorandum of Understanding will be negotiated at the request of either party.

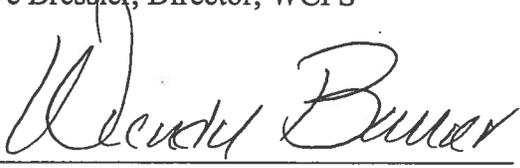
The parties to this agreement are working in mutual cooperation. No employee, agent, or servant of either party shall be deemed to be an employee, agent, or servant of the other party to this agreement. Neither party shall be responsible or liable for the acts, omissions, or failure to act by the other party. Accordingly, DOE-ID agrees to be solely responsible for the acts and omissions of its employees and agents acting within the scope of their employment or engagement by DOE-ID and WCPS will be solely responsible for the acts and omissions of its employees and agents acting within the scope of their employment or engagement. The term "responsible" means liability for any and all claims, damages and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the applicable party who acted or failed to act.

No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care with respect to any person not a party to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed the foregoing instrument as of the date of signing. This agreement does not and shall not obligate funds of the parties.

By 
Dave Bressler, Director, WCPS

Date 11-9-05

By 
Wendy L. Bauer, Contracting Officer, BOE-ID

Date 11/21/05