

Memorandum of Understanding between Saratoga Springs Fire Department
and Bechtel Marine Propulsion Corporation

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MEMORANDUM OF UNDERSTANDING
BETWEEN
SARATOGA SPRINGS FIRE DEPARTMENT
AND
BECHTEL MARINE PROPULSION CORPORATION

I. INTRODUCTION:

This Memorandum of Understanding (MOU) is made and entered into on _____, 2015 to document the mutually agreed upon responsibilities of the parties identified, which recognize the need to aid and be aided during certain emergency situations, and that it is in the parties best interest to enter into an Agreement.

II. PARTIES:

Saratoga Springs Fire Department (SSFD) operates fire protection and emergency medical services (advance life support (ALS)) in the vicinity of the Bechtel Marine Propulsion Corporation (BMPC) - Kesselring Site (KS), which is owned by the United States Government and is operated by BMPC. A full-time Emergency Response Organization operates at the KS. In order to enhance fire protection and emergency medical services for the KS and to foster an understanding for the uniqueness of the risks and hazards at the KS, the parties, BMPC and SSFD, have decided to set down terms of said MOU into this document with consideration of the respective mutual covenants and promises herein contained. The parties agree to the following:

III. RESPONSIBILITIES:

A. The Parties agree:

1. To participate in emergency response preparedness activities, and to maintain the requisite knowledge and skill base to participate in fire suppression in areas requiring radiological controls within the KS.
2. To request fire protection aid or other related assistance from the other party by contacting a designated representative of the other party (including the Saratoga County 911 Emergency Request number).
3. BMPC - Emergency Response Organization will respond to requests for assistance with a maximum of one engine or one basic life support (BLS) ambulance, and/or additional equipment as may be specially requested (e.g., vehicle extrication tools or off-road rescue sleds). The BMPC - Emergency Response Organization shall have a right to refuse to render fire protection aid or other related assistance to the requesting party consistent with its primary responsibility of furnishing such services within its own territory.

4. Except as provided in III.C.5 of this MOU, equipment and personnel at the site of the event shall be under the sole control and direction of the representative of the party furnishing such equipment and personnel, and such representative shall have absolute discretion to remove such equipment and personnel from the site in coordination with the Incident Commander.
 5. The agents, employees, or representatives of a party furnishing aid or assistance to any other party shall be deemed agents, employees, or representatives of their own employer or fire department and shall be considered as acting in the course of their employment for their own respective employer or fire department, and are not officers or employees of the United States for the purpose of the Federal Employees' Compensation Act, as amended.
 6. Each party waives all claims, liabilities, and demands against the other party for compensation for any loss, damage, personal injury or death occurring as a consequence of furnishing or receiving assistance under this MOU.
 7. Except as provided in III.B. of this MOU, neither party shall be reimbursed by the other party for costs or expenses incurred pursuant to this MOU nor shall either party or its agents, employees or representatives be held liable for its, or its agents', employees', or representatives' negligence in combating, or in failing to respond to, any fire or medical emergency in the territory of the requesting party. This provision shall not apply to those costs that are covered under the Price-Anderson indemnity of the BMPC Prime Contract with the U.S. Department of Energy.
 8. This MOU in no way restricts any of the parties from participating in any activity with other public or private agencies, organizations or individuals.
 9. This MOU is neither a fiscal nor a funds obligation document. This MOU is strictly for internal management purposes for each of the parties. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
- B. Subject to III.A. above, BMPC agrees to perform the following:
1. Offer training annually to SSFD in basic radiological controls and expected response actions for a KS emergency involving radioactivity, the properties of hazardous materials handled at the KS, and the priority of medical treatment and firefighting over radiological controls.
 2. Offer training exercises annually to SSFD to demonstrate the proficiency and adequacy of training.
 3. Invite SSFD to participate in formal drills, to evaluate the functioning of this MOU under simulated emergency conditions.
 4. Provide radiation and contamination monitoring for SSFD equipment and personnel and make available technical assistance for KS radiological events.
 5. Provide information to responders to an event as to what the situation involves whether and why there is a need to perform radiological surveys, and what the results of the surveys indicate.

6. Maintain the knowledge/skill base with regard to the SSFD training programs and protocols.
 7. Provide the necessary services for assessment of the extent of radiological contamination and decontamination of mutual aid response personnel and equipment from a KS radiological emergency.
 8. Contain and control contaminated materials used during decontamination from a KS radiological emergency in accordance with established processes used by trained BMPC personnel.
 9. Decontaminate or replace all emergency equipment, facilities, and/or supplies that may become contaminated under the provisions of this agreement. This decontamination or replacement shall be at no cost to the party furnishing emergency services. This provision shall not apply to those costs covered under the Price-Anderson indemnity of the BMPC Prime Contract with the U.S. Department of Energy.
 10. Assume responsibility for waste generated from the decontamination process and for the disposal of contaminated materials from a KS radiological emergency.
- C. Subject to III.A. above, the SSFD agrees to the following (subject to access being provided to the KS premises):
1. Respond to requests for assistance from the KS for the purpose of providing emergency services to BMPC.
 2. Provide available and appropriate manpower and equipment needed to provide emergency medical services, fire suppression efforts and similar hazard mitigation.
 3. Allow trained BMPC personnel knowledgeable in radiological controls to provide guidance to SSFD on radiological materials and controls from a KS radiological emergency.
 4. Conduct on-site operations in consultation with the BMPC - Emergency Response Organization, consistent with the National Incident Management System.
 5. Have any needed decontamination of responders or equipment performed by trained BMPC personnel.
 6. Participate when possible in training and exercises when offered by BMPC.
- D. Insurance: Each party to this agreement shall procure and maintain such insurance as is required and as may be appropriate and reasonable to cover its' staff, equipment, vehicles and property including but not limited to liability insurance, worker's compensation, and property damage.

IV. RELEASE OF INFORMATION:

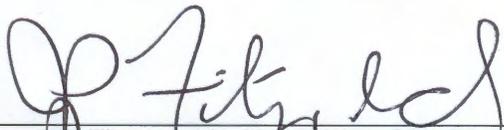
All parties to this agreement will not disseminate to the press, media, public, or public officials any information regarding activities covered by this MOU without prior concurrence of the other party.

V. AMENDMENT AND TERMINATION:

This MOU may be amended by written agreement of the parties. This MOU may be terminated by mutual written agreement of the parties, or by either party upon 60 days written notice to the other party.

VI. EFFECTIVE PERIOD:

This MOU shall become effective on the date when the last party executes the MOU and sends notice to the other party that it has done so. This MOU shall remain in full force and effect until terminated as provided herein.



Joseph Fitzgerald - Kesselring Site Director
Bechtel Marine Propulsion Corporation – Kesselring Site

8/12/15

Date

Joanne Yepsen - Mayor
City of Saratoga Springs

Date