



ENERGY AND ENVIRONMENT CABINET

Matthew G. Bevin
Governor

DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
200 FAIR OAKS LANE
FRANKFORT, KENTUCKY 40601
PHONE (502) 564-6716
FAX (502) 564-4049
www.waste.ky.gov

Charles G. Snavely
Secretary

R. Bruce Scott
Commissioner

December 2, 2016

Certified Mail Tracking Numbers: 7015 3430 0000 4915 1717
7015 3430 0000 4915 1694

Mr. Robert E. Edwards III, Manager
US Department of Energy
Portsmouth/Paducah Project Site Office
5501 Hobbs Road
Kevil, Kentucky 42053

Mr. Bobby D. Smith
Fluor Federal Services, Inc.
5501 Hobbs Road
Kevil, Kentucky 42053

RE: Notice of Permit Decision
Class I Modification #3
Paducah Site
Paducah, McCracken County, Kentucky
KY8-890-008-982

Mr. Edwards and Mr. Smith:

The Kentucky Division of Waste Management (Division) is in receipt of the Class 1 Permit Modification request (Mod #3) to the Hazardous Waste Facility Permit (HWFP) dated November 21, 2016. The primary intent of this request is as follows:

- 1) Change Fluor Federal Services, Inc. plant shift superintendents' address and update the list of mutual-aid agreements with local authorities in the Contingency Plan, Part G of the HWFP Application (Pages G-1 and G-4). This is a Class 1 change per 40 CFR § 270.42, Appendix I, Modification B.6.d. Mod #3 impacts pages G-4, G-17, G-18 and Appendix G3.

A Class 1 Permit Modification requires the permittee to send a notice of the modification to all persons on the facility mailing list within 90 calendar days after the change is put into effect. The permittee has stated that the notice will be issued no later than December 27, 2016.

Please find attached, Modification #3, to the Hazardous Waste Management Facility Permit issued to the U.S. Department of Energy (DOE) and Fluor Federal Services, Inc. Please insert the attached cover sheet and the permit modifications in front of the cover sheet of the existing permit.

If you are aggrieved by this decision, you may request a hearing. The request must be made in writing within thirty (30) days of your receipt of this decision and must conform to KRS 224.10-420(2). The requirement of condition T-125 of the attached permit and 401 KAR 38:070 - Section 6, is to keep records of all data used to complete the permit modification application for at least three (3) years.

If you have any questions or require additional information, please contact Leo W. Williamson at (502) 564-6716, ext. 4683 or e-mail at leo.williamson@ky.gov.

Sincerely,



April J. Webb, Manager
Division of Waste Management

ARH:bb:jmg:lww

ec: Julie Corkran, US EPA – Region 4; corkran.julie@epa.gov
Jon Richards, US EPA – Region 4; Richards.jon@epa.gov
Carlos Merizalde, US EPA – Region 4; Merizalde.carlos@epa.gov
Denise Housley, US EPA – Region 4; Housley.Denise@epa.gov
Meredith Anderson, US EPA – Region 4; Anderson.Meredith@epa.gov
Robert E. Edwards III, DOE – Paducah; Robert.edwards@lex.doe.gov
David Dollins, DOE – Paducah; dave.dollins@lex.doe.gov
Jennifer Woodard, DOE – Paducah; Jennifer.Woodard@lex.doe.gov
Tracey Duncan, DOE – Paducah; tracey.duncan@lex.doe.gov
Kim Knerr, DOE – Paducah; kim.Knerr@lex.doe.gov
Rose Wigton, DOE – Lexington; rose.wigton@lex.doe.gov
Paula Rhea, DOE – Lexington; paula.rhea@lex.doe.gov
Myrna Redfield, Fluor Federal Services – Kevil; Myrna.Redfield@ffspaducah.com
John Wesley Morgan, Fluor Federal Services – Kevil; John.Morgan@ffspaducah.com
Jana White, Fluor Federal Services – Kevil; jana.white@ffspaducah.com

Vicki Jones, Fluor Federal Services– Kevil; vicki.jones@FFSPaducah.com
Christopher Travis, Fluor – Kevil; Christopher.travis@FFSPaducah.com
Stan Knaus, Fluor Federal Services – Kevil; stan.knaus@ffspaducah.com
Karen Walker, Fluor Federal Services – Kevil; Karen.walker@ffspaducah.com
Correspondence, Fluor Federal Services – Kevil; ffscorrespondence@ffspaducah.com
Karla Morehead, P2S – Paducah; karla.morehead@lex.doe.gov
Bethany Jones, P2S – Paducah; Bethany.jones@lex.doe.gov
Jacqueline Ginter, P2S – Paducah; Jacqueline.ginter@lex.doe.gov
Darlene Box, P2S – Paducah; Darlene.box@lex.doe.gov
Jim Ethridge, CAB – Paducah; jim@pgdpcab.org
Brian Begley, KDWM – Frankfort; brian.begley@ky.gov
Mike Guffey, KDWM - Frankfort; mike.guffey@ky.gov
Gaye Brewer, KDWM – Paducah; gaye.brewer@ky.gov
Leo Williamson, KDWM – Frankfort; Leo.Williamson@ky.gov

DWM File: #1413; Graybar: APE20160003 (Permit Mod #3)

Attachment: Permit Modification #3

**Kentucky Energy and Environment Cabinet
Department for Environmental Protection
Division of Waste Management**

HAZARDOUS WASTE MANAGEMENT FACILITY PERMIT

United States Department of Energy, Paducah Site, and
Fluor Federal Services, Inc.
5501 Hobbs Road
Kevil, Kentucky 42053

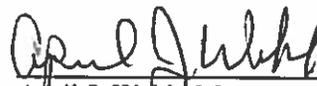
The Division of Waste Management hereby grants the above-named facility a permit modification to reflect the transfer of operational control at the Paducah Site. This permit modification has been issued under the provision of KRS Chapter 224 and 401 KAR 38:040, Section 2, effective October 21, 2008, and is subject to all conditions and operating limitations contained herein. Issuance of this permit modification does not relieve the permittee from the responsibility of obtaining any other permits, licenses, or approvals required by this Cabinet and/or other federal, state, and local agencies.

Part I	-Legal Authority
Part II	-Specific Conditions
Part III	-Standard Conditions
Part IV	-Corrective Action
Part V	-Waste Minimization
Part VI	-Land Disposal Restrictions
Part VII	-RCRA Air Emission Standards
Part VIII	-Referenced Attachments

No deviation from the plans and specifications submitted with your application or the conditions specified herein is allowed, unless authorized in writing from the Division of Waste Management. Violation of the terms and conditions specified herein shall render this permit null and void. All rights of inspection by representatives of the Division of Waste Management are reserved. Conformance with all applicable Waste Management Regulations is the responsibility of the permittee. Receipt of the permit fee and any financial assurance specified below is hereby acknowledged.

PERMIT TYPE:	Operating	PERMIT NUMBER:	KY8-890-008-982
TYPE OF ACTIVITY:	Storage, Treatment & Post-closure	COUNTY:	McCracken
PERMIT FEE:	\$0.00	EFFECTIVE DATE:	December 2, 2016
CLOSURE AMOUNT:	N/A	EXPIRATION DATE:	August 25, 2025
POST-CLOSURE AMOUNT:	N/A		
CLOSURE INSTRUMENT:	N/A		
SUDDEN LIABILITY INSURANCE:	N/A		
HAZARDOUS WASTE MANAGEMENT UNITS:	Tanks, Containers and Landfill		
NON-SUDDEN LIABILITY INSURANCE:	N/A		

Issued this 2nd day of December, 2016



April J. Webb, Manager
Hazardous Waste Branch

individual identified as the on-scene commander by Occupational Safety and Health Act (OSHA) and as the incident commander or fire ground commander by the National Fire Protection Association (NFPA). The Paducah Site Crisis Manager assigns a recovery manager to coordinate the final emergency response activities (recovery phase).

The PSS personnel are listed in Table 1. This list is reviewed on an annual basis to ensure information is correct.

Table 1. PSS Personnel

Shift	Name	Phone	Building
Shift Operations Mgr.	C. Pittman	(270) 441-6211	C-300
PSS		(270) 441-6211	C-300
Relief PSS		(270) 441-6211	C-300

Trenton Rodgers 2635 Thoroughbred Circle West Paducah, KY 42086 (270) 816-4134	J. Barletto 11930 Ogden Landing Rd. Kevil, KY 42053 (270) 462-8473	David Petty 8235 S Danube Dr. West Paducah, KY 42086 (270) 744-3640
K. A. Beasley 925 Cindy Drive Paducah, KY 42003 (270) 898-3850	R. D. Dockery 2655 N. Friendship Road, Lot 76 Paducah, KY 42001 (270) 366-1542	C. Pittman 140 Cassie Circle West Paducah, KY 42086 (270) 744-9268

3. IMPLEMENTATION OF THE CONTINGENCY PLAN

The decision to implement the Contingency Plan depends on whether an actual incident resulting from hazardous waste operations such as a fire, explosion, chemical spill, or release of hazardous waste threatens human health or the environment. Immediately after being notified of an emergency incident, the PSS, or designee, will proceed to the site and evaluate the situation. The PSS has the responsibility for control of initial emergency response and has the authority to commit all resources in the event of an emergency. The PSS then will notify and apprise the Program Manager of the situation. FSS or DOE makes the decision to implement the Contingency Plan. The following are examples of incidents that could warrant implementation of the Contingency Plan.

- A fire and/or explosion involving hazardous waste occurs when any of the following exists.
 - The potential for human injury exists.
 - Toxic fumes are released.

OFFICIAL USE ONLY

Table 3. Mutual-Aid Agreement Agencies

Agency	Phone
Mercy Regional Ambulance Service 3551 Coleman Road Paducah, Kentucky 42001	911 (270) 443-6529
County Judge/Executive 300 South Seventh Street McCracken County Courthouse Paducah, Kentucky 42001	(270) 444-4707
United States Department of Justice Federal Bureau of Investigation 996 Wilkinson Trace Suite C3 Bowling Green, Kentucky 42103	(270) 781-4734
Kentucky Department for Environmental Protection Environmental Response Team 300 Fair Oaks Lane Frankfort, Kentucky 40601	(502) 564-2150 Days (800) 928-2380
Kentucky Department for Environmental Protection c/o Margie Williams Paducah Regional Office 130 Eagle Nest Drive Paducah, Kentucky 42003-9435	(270) 898-8468
Kentucky State Police 8366 State Route 45 North Hickory, Kentucky 42051	(270) 856-3721
Lourdes Hospital 1530 Lone Oak Road Paducah, Kentucky 42001	(270) 444-2444
McCracken County Sheriff's Department 301 South Sixth Street McCracken County Courthouse Paducah, Kentucky 42001	911 (270) 444-4719

Table 3. Mutual-Aid Agreement Agencies (Continued)

Agency	Phone
Paducah-McCracken County Office of Emergency Management 3700 Coleman Road Paducah, Kentucky 42001	911 (270) 448-1530
West McCracken County Fire Department and Rescue Squad Grahamville District 9340 Ogden Landing Road West Paducah, Kentucky 42086	911 (270) 488-3825
Baptist Health Paducah 2501 Kentucky Avenue Paducah, Kentucky 42003	(270) 575-2100

Injured personnel who cannot be treated satisfactorily at the Paducah Site medical facility will be transported via ambulance to either Lourdes Hospital or Baptist Health Paducah, both located in Paducah. The attending Emergency Medical Technician, or his/her alternate at the C-300 Plant Control Center, will notify the respective hospital of incoming patients. The plant doctor or physician's assistant also may accompany patients being transported to the hospital on an as-needed basis. They are familiar with all operations, emergency situations, and types of injuries that might occur. These personnel then can utilize the hospital's resources in treating the injured. A copy of this Contingency Plan has been submitted to those agencies with which mutual aid agreements have been established.

7. EVACUATION PLAN

All emergencies require prompt and deliberate action. Although the likelihood of a hazardous waste emergency requiring evacuation is remote, an established set of procedures will be followed in such an event. Such established procedures will be followed as closely as possible; however, in specific emergency situations, the PSS may deviate from the procedures to provide a more effective plan for bringing the situation under control. The PSS is responsible for determining which emergency situations require evacuation.

**Letters of Agreement with
Off-Site Emergency Response Assistance Organizations
2012-2016
FPDP Updated 08-23-2016
Paducah Gaseous Diffusion Plant**

Table of Contents

Letters of Assistance

- City of Paducah
- U.S. Department of Justice/Federal Bureau of Investigation
- Kentucky State Police
- McCracken County
- McCracken County Office of Emergency Management
- McCracken County Sheriff's Department
- Mercy Regional Emergency Medical Services

Memoranda of Understanding

- Baptist Health
- Mercy Health Partners – Lourdes, Inc.
- West McCracken Fire District



CITY OF PADUCAH

300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
Phone: (270) 444-8530
Fax: (270) 443-5058

Gayle Kaler
Mayor

October 26, 2015

April Tilford
Emergency Management
Fluor Federal Services, Inc.
5511 Hobbs Road
Kevil, KY 42053

RE: Letter of Assistance (LOA) with Fluor Federal Services, Inc. Deactivation Project

Dear Ms. Tilford,

This letter is to renew agency services with Fluor Federal Services, Inc. (FPDP) per the request dated October 2, 2015.

The City of Paducah agrees, at the request of the Program Manager or authorized personnel, to provide the services of the Paducah Police Department Bomb Squad, the Special Weapons and Tactics (SWAT), K-9 Unit(s) and the Crisis Intervention Team (CIT), as needed. The approximate response time by officers on duty is 30 minutes. The City also agrees to provide the services of at least two Paducah police patrol officers within 30 minutes of the request.

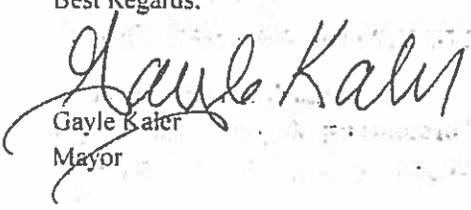
The City agrees to cooperate with the U. S. Department of Energy-Paducah Site in the event of a disaster or an emergency situation.

In addition, the City of Paducah welcomes the opportunity to allow the units listed above to conduct joint training with the Fluor Federal Services, Inc. Security Team. All joint training activities should be coordinated with the team leader of each of these units. The team leaders are as follows:

Bomb Squad – Capt. Brian Laird
SWAT – Capt. Joseph Hayes
K-9 – Capt. Brian Laird
Crisis Intervention Team – Sgt. Matt Smith

The team leaders can be contacted by calling dispatch at (270) 444-8548.

Best Regards,


Gayle Kaler
Mayor

Cc: Chief Brandon Barnhill, Paducah Police Department
Chief Steve Kyle, Paducah Fire Department



RE: Mutual Aid Agreement
Tilford, April

to:
Swiatek, Joseph, Marcy.Bowland@Fluor.com
10/16/2014 06:24 PM

Cc:
"Steve.Wentzel@fluor.com"

Hide Details

From: "Tilford, April" <tilfordaa@centrusenergy.com>

To: "Swiatek, Joseph" <Joseph.Swiatek@ic.fbi.gov>, "Marcy.Bowland@Fluor.com" <Marcy.Bowland@Fluor.com>,

Cc: "Steve.Wentzel@fluor.com" <Steve.Wentzel@fluor.com>

Thanks Joe. Appreciate the quick turnaround.

April Tilford, CEM
USEC Emergency Management
270-441-6565 office
270-519-3437 cell
270-441-6093 fax

From: Swiatek, Joseph [<mailto:Joseph.Swiatek@ic.fbi.gov>]
Sent: Thursday, October 16, 2014 4:49 PM
To: Marcy.Bowland@Fluor.com
Cc: Steve.Wentzel@fluor.com; Tilford, April
Subject: RE: Mutual Aid Agreement

FBI Concur.

Joe.

Joseph Swiatek
Louisville Division
Western KY RA's
270-781-4734
202-641-5189

From: Marcy.Bowland@Fluor.com [<mailto:Marcy.Bowland@Fluor.com>]
Sent: Thursday, October 16, 2014 3:30 PM
To: Swiatek, Joseph
Cc: Steve.Wentzel@fluor.com; Tilford, April
Subject: Mutual Aid Agreement

The operation of the former Paducah Gaseous Diffusion Plant Facility will be transferred from United States Enrichment Corporation (USEC) to the U.S. Department of Energy (DOE) on or about October 21, 2014. As a result of this transfer, the Facility's name will be changed to the Fluor Federal Services, Inc., Paducah Deactivation Project (FPDP) and it will be operated for DOE by FPDP. FPDP is committed to operate the Project safely and securely and looks forward to a mutually beneficial relationship with your Agency going forward.

FPDP requests, on behalf of DOE, that the formal Letter of Agreement or Assistance between your Agency and USEC be renewed to provide the stated services to FPDP after the transfer date. If changes to the agreement are necessary, FPDP will facilitate discussions with your Agency and will either agree to them, if possible, or act as the intermediary between your Agency and DOE to reach a new agreement meeting the parties' mutual emergency response needs.

FPDP looks forward to meeting with your organization's designated representative in the very near future to discuss our work scope, programs, commitment to Zero Incidents, and our interactions with your organization. The post-transfer FPDP organizational structures for the Fluor Paducah Deactivation Project are still being finalized, but we are retaining many of the personnel with whom you have worked and are familiar to you, including the Emergency Management Program Manager. This will support a seamless transition and start-up of deactivation activities.

FPDP has sent a formal letter to request assistance via United States Postal Service certified mail. However, FPDP sends this request of assistance via email in hopes for a speedier response so that all possible Emergency Response assistance can be in place by the proposed transition date. FPDP is requesting the following administrative actions from your agency:

1. Review your enclosed current letter of agreement with USEC (attached)
2. Determine if the current agreement in place is acceptable to your agency and can be renewed to provide the stated services to FPDP. (Proposed changes and modifications will be addressed in the near term.)
3. Please reply to this email with your agency's concurrence. If you have any questions, you can reach Steve Wentzel, Health & Safety/ISM Manager via email: steve.wentzel@fluor.com or via phone at (513) 403-1351.

Post transition, the point of contact for FPDP Emergency Management Programs will be April Tilford, Emergency Management Manager. She can be reached at (270) 441-6565.

Again, we look forward to meeting with you, and we thank you in advance for your timely response and your continued support and cooperation in assisting with the Emergency Response capabilities for FPDP and its neighboring communities.

Sincerely,

Steve Wentzel

References:

- FPAD-15-0153, *Fluor Federal Services, Inc., Paducah Deactivation Project Request to Renew Agency Services or Mutual Aid Agreements Per the Letters of Assistance Issued to the United States Enrichment Corporation*, dated October 10, 2014
- *Termination of Letter of Agreement with the United States Enrichment Corporation (USEC)*, dated September, 25, 2014
- *Agreement Between United States Enrichment Corporation and Federal Bureau of Investigation, last agreement June 18, 2012*
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Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of the company.



Fw: Letters of Agreement to Agencies~2506900.docx
Anthony Umek to: Marcy Bowland

10/07/2014 02:27 PM

Marcy
As promised.
Tony Umek
Consultant, Fluor Corporation
Mobile 509 - 438 - 6700

----- Forwarded by Anthony Umek/NW/FD/FluorCorp on 10/07/2014 12:27 PM -----

From: "Tilford, April" <tilfordaa@centrusenergy.com>
To: "Anthony.Umek@fluor.com" <Anthony.Umek@fluor.com>, "Steve.Wentzel@fluor.com" <Steve.Wentzel@fluor.com>,
Cc: Jan Preston <jan.preston@fluor.com>, bkprice tds.net <bkprice@tds.net>
Date: 10/07/2014 10:39 AM
Subject: RE: Letters of Agreement to Agencies~2506900.docx

Today at 1230 pm, I have confirmed with FBI SSRA Joseph Swiatek that he is agreeable to extend the existing agreement until a new agreement with DOE can be established.

Please send the letter to:

Federal Bureau of Investigation
Attn: SSRA Joseph Swiatek
1260 Eastland Street
Bowling Green KY 42104

His contact numbers are:

270-781-4734 office
202-641-5189 cell

April Tilford, CEM
USEC Emergency Management
270-441-6565 office
270-519-3437 cell
270-441-6093 fax

From: Anthony.Umek@fluor.com [mailto:Anthony.Umek@fluor.com]
Sent: Tuesday, October 07, 2014 10:18 AM
To: Steve.Wentzel@fluor.com
Cc: Jan Preston; Tilford, **April**; bkprice tds.net
Subject: Letters of Agreement to Agencies~2506900.docx

Steve

Attached is a DRAFT of the letter FFS should send to Agencies relative to "agreements" involving mutual aid. Currently there are 13 Letters of Assistance/Agreement"; 3 Memos of Understanding; and 3 Mutual

Aid Agreements in place. When sending these letters I recommend you attach both the USEC letter to Agency and more importantly, letters from the Agency to USEC. Please note that the Emergency Management Plan, submitted to DOE contains several errors and typos. Specifically an attachment (pg. 58/63) has an incorrect list of Agreements. I provided a correction to Cindy Levine today. I recommend a full edit/read of the document.

In addition, someone (maybe ~~April~~) needs to work with DOE to extend the Memo of Understanding with the Dept of Justice - FBI.

Tony Umek
Consultant, Fluor Corporation
Mobile 509 - 438 - 6700

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Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of the company.

Letters to Agencies~2506900.mls_edits.docx

Anthony Umek

to:

marcy.bowland, Marcy Bowland

10/07/2014 02:26 PM

Cc:

Steve Wentzel, "bkprice tds.net", "Jan Preston", "Tilford, April"

Hide Details

From: Anthony Umek/NW/FD/FluorCorp

To: marcy.bowland@fluor.com, Marcy Bowland/GV/Partner/FluorCorp@FluorCorp,

Cc: Steve Wentzel/GV/FD/FluorCorp@FluorCorp, "bkprice tds.net" <bkprice@tds.net>, "Jan Preston" <jan.preston@fluor.com>, "Tilford, April" <tilfordaa@centrusenergy.com>

1 Attachment



Letters to Agencies~2506900.mls_edits.docx

Marcy

Attached is a letter that we want to go to a number of Agencies, tomorrow. Mark Sucher (our Legal Counsel) has reviewed and agreed with this letter.

Tish is making copies of the attachments to the letters we want to Agencies. Those attachments will have the contact names and addresses for each Agency. One exception is the FBI - April Tilford provided that contact info to Steve Wentzel. I will forward it to you.

Thanks

Tony Umek

Consultant, Fluor Corporation

Mobile 509 - 438 - 6700



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

12401 Sycamore Station Place
Louisville, Kentucky 40299

June 18, 2012

Mr. Jerome Mansfield
Emergency Management Group
U.S. Enrichment Corporation
Post Office Box 1410
Paducah, Kentucky 42001

RE: Assistance to Paducah
Gaseous Diffusion Plant (PGDP)

Dear Mr. Mansfield:

Reference is made to your letter, dated June 13, 2012, requesting an updated Nuclear Threat Incident - Crisis Management Team List, as well as information pertaining to Memorandum of Understanding between the Federal Bureau of Investigation (FBI) and Department of Energy (June 17, 1982), and Nuclear Regulatory Commission (May 29, 1991).

Enclosed for your retention is an updated FBI (Louisville Division) Crisis Management Team listing applicable to nuclear threat incidents.

Review of FBI files and regulatory directives reveals that classified "Memorandum of Understanding Between Federal Bureau of Investigation and Department of Energy for the Coordination and Conduct of Counterintelligence Activities," dated February 21, 1980, has been revised and agreed to by both parties on October 22, 1992. It is noted that said memorandum defines procedures mutually acceptable to FBI and Department of Energy (DOE) regarding conduct and coordination of counterintelligence activities and investigations involving DOE programs, facilities, or personnel in United States.

Please be advised that the "Memorandum of Understanding Between Federal Bureau of Investigation and Nuclear Regulatory Commission Regarding Nuclear Threat Incidents Involving NRC Licensed Facilities, Materials or Activities," delineating responsibilities of each agency regarding nuclear threat incidents involving NRC licensed facilities, or personnel in United States, dated May 29, 1991, is still current and remains in effect.

Please be assured that this office continually monitors matters relating to potential nuclear terrorism and contingency planning relative to same. Should any of the applicable memoranda, heretofore described, be amended, modified, or superseded in any manner whatsoever, you will be promptly notified.

Your continued interest and long term cooperation with this office in regard to contingency planning for potential threats/incidents impacting on the security of PGDP are greatly appreciated. If this office can be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

Perrye K. Turner
Special Agent in Charge

By: 
James Hendricks
Supervisory Senior Resident Agent

Enclosure

**LOUISVILLE DIVISION
 FEDERAL BUREAU OF INVESTIGATION
 NUCLEAR THREAT INCIDENT CRISIS MANAGEMENT TEAM
 Revised June 18, 2012**

NAME	TITLE
Perrye K. Turner	Special Agent in Charge (SAC) On Scene Commander
Timothy Beam	Crisis Management Coordinator Supervisory Special Agent
Bridget Lampton	Administrative Officer (AO) and Support Coordinator
Mary Trotman	Legal/Media Coordinator Chief Division Counsel
Michael Matson	Intelligence Coordinator Intelligence Analyst
Lori Greenwell	Negotiations Coordinator Special Agent
Frank Charles	Tactical Coordinator Special Agent
Frank Charles	Special Weapons and Tactics (SWAT) Coordinator Special Agent
Jeff Hester	Technical Coordinator (telephone, technical, surveillance, etc.) Special Agent
James N. Hendricks	Logistical Coordinator Supervisory Special Resident Agent
Jenny Blanchard	WMD Coordinator

85 03-23 AIO: 53

MEMORANDUM OF UNDERSTANDING BETWEEN FBI AND ERDA

*MEMORANDUM OF UNDERSTANDING BETWEEN THE ENERGY RESEARCH AND
DEVELOPMENT ADMINISTRATION AND THE FEDERAL BUREAU OF INVESTIGATION FOR
RESPONDING TO NUCLEAR THREAT INCIDENTS

02/28/90, 7-189

"I. PURPOSE - In recognition of the responsibilities and functions of the Energy Research and Development Administration, hereinafter referred to as ERDA, and the Federal Bureau of Investigation, hereinafter referred to as the FBI, under the Atomic Energy Act of 1954, this Memorandum of Understanding sets forth the responsibilities of each agency with regard to nuclear threat incidents.

"II. IMPLEMENTATION - ERDA and the FBI will develop and exchange such additional instructions and operating procedures as are deemed necessary to the continued implementation of this Memorandum of Understanding.

"III. RESPONSIBILITIES

"A. FBI - The FBI is responsible for investigating all alleged or suspected criminal violations of the Atomic Energy Act as set forth in Section 221 b. of that Act. The mission of the FBI in a nuclear threat incident is to take primary jurisdiction where a question of the violation of Federal law exists and, where appropriate, to coordinate the utilization of available resources in the interest of the public health and safety.

"It is therefore understood that the FBI shall:

"1. Assume jurisdiction over all field organizations associated with a nuclear threat incident.

"2. Establish and maintain contacts and coordinate nuclear threat incidents with other Federal and local law enforcement agencies, and military authorities, as appropriate.

"3. Ensure that all reasonable measures are provided for the security from physical violence of personnel and equipment to be utilized in search, deactivation, and cleanup operations related to a nuclear threat incident, and on the advice and recommendation and with the assistance of specially trained ERDA and/or DOD teams, ensure that all reasonable measures are provided for the safety of personnel from radiological hazard.

"4. Designate a liaison representative to accompany ERDA Nuclear Emergency Search Team (NEST) personnel to the scene of a threat incident for the purpose of coordinating with local FBI officials and law enforcement agencies.

"5. Promptly notify National Command Authority of any nuclear threat incident.

"6. Promptly notify ERDA Headquarters of any actual or alleged nuclear threat incident reports.

"7. Promptly provide ERDA with the exact wording of threat messages, copies of drawings, nuclear material samples, or other intelligence related to a threat for scientific analysis and credibility assessment.

"8. Promptly provide ERDA with all available information pertinent to an assessment of a threat perpetrator's technical capabilities to carry out a threat.

"9. At the scene of a nuclear threat incident, provide necessary support as may be needed by ERDA NEST personnel in carrying out assigned operations.

"10. Request assistance of DOD/Civil Explosive Ordnance Disposal (EOD) resources, as appropriate.

"B. ERDA - The mission of ERDA in a nuclear threat incident is to provide expert assistance to the FBI upon notification of the existence of such an incident.

"It is therefore understood that ERDA shall:

"1. Activate the ERDA Headquarters Emergency Action and Coordination Team (EACT), as appropriate, to coordinate with the FBI and direct ERDA's involvement in a nuclear threat incident.

"2. Provide scientific and technical support for threat assessment and search operations, device deactivation, relocation and storage of special nuclear material evidence, and/or in post-incident cleanup.

"Scientific and technical support shall include:

"a. Analysis of threat messages for technical content, nuclear design feasibility, and general credibility.

"b. Prediction as to the size of a potential nuclear burst as may occur from the successful detonation of a threatened nuclear device activation.

"c. Prediction of contamination zones and radioactivity levels.

"d. Recommendations for evacuation.

"e. Recommendations for special search techniques.

"f. Operations of special search techniques.

"g. Identification of isotopes.

"h. Recommendations for special EOD procedures and techniques.

"i. Identification of nuclear weapons and components.

"j. Identification of radioactive hazards during cleanup activities and bomb scene investigation.

"k. The provision of personnel who are expert in nuclear weapon design, health physics, special detectors, explosives, nuclear materials, arming and firing systems, radiography, transportation and storage of nuclear materials, and contamination prediction.

"3. Acquire, maintain, and make available any special equipment and capabilities required to provide the necessary scientific and technical support.

"4. Coordinate nuclear threat incident activities with the Nuclear Regulatory Commission (NRC), as appropriate. (Nuclear threat incidents involving facilities or material within the jurisdiction of the NRC are initially reported by NRC to the FBI.)

"5. Arrange for any special transportation of ERDA equipment and personnel, and/or nuclear evidence, as required during a nuclear threat incident.

"6. Notify and request assistance from the DOD and civilian agencies for post-incident cleanup activities as soon as appropriate.

"7. Have final authority in matters of (a) Restricted Data classification and (b) ERDA-originated National Security Information classification associated with source material, special nuclear material, radioactive byproducts, or nuclear weapons/components.

"8. Provide, upon request by the Justice Department, scientific and technical information and testimony for use in any legal action taken by the Department of Justice.

"C. JOINT

"The FBI and ERDA shall:

"1. Coordinate all proposed press releases related to nuclear threat incidents. Any media or public inquiries will be initially referred to the FBI; responses to such inquiries will be coordinated with ERDA.

"2. Where appropriate, identify individuals assigned to fulfill the positions and responsibilities outlined in Section IV. B., 1, and 2, and 3.

"3. Treat all threat incident information with adequate security and confidentiality commensurate with National Security guidelines and the standards for the preservation of criminal evidence.

"4. Review, as appropriate, the events leading to and occurring during any nuclear threat incident alert for the purpose of improving upon future joint responses.

"5. Provide a mechanism for coordinated planning and the testing of nuclear threat incident management, equipment and personnel.

"IV. STANDARD PROCEDURES

"A. INITIAL NOTIFICATION

"1. Nuclear threat incidents could be reported to either the FBI or ERDA. Upon receipt of such a report the agency informed shall immediately notify the other agency about the situation and as to the exact information known.

*2. Both agencies shall notify, as appropriate, the various branches, offices or individuals within their jurisdictions about the situation and what actions might be required.

"B. POINTS OF CONTACT

*1. The FBI will designate a Special Agent to take command of field operations in a nuclear threat incident, and a Special Agent to act as a liaison officer with ERDA at the Headquarters level.

*2. The ERDA Headquarters EACT will command the ERDA Headquarters Operations Center and the Director, EACT, will direct an ERDA Field Manager of Operations to act as ERDA representative for field operations in a nuclear threat incident.

*3. The Director, EACT, will consult with the FBI and will assign NEST personnel to provide required support in a nuclear threat incident. An FBI liaison representative will be designated to accompany NEST personnel to the scene of a threat incident for local coordination purposes.

*4. Points of contact with other involved Federal agencies will be maintained by the Director, EACT, as appropriate.

"C. THREAT ASSESSMENT

*1. ERDA will provide scientific and technical support for determining the credibility of specific nuclear threats and the potential hazard associated with those threats.

*2. ERDA will endeavor to verify, with the cooperation of the NRC and/or DOD, whether any source material, special nuclear material, radioactive byproducts, or ERDA nuclear weapons/components are missing or unaccounted-for.

"D. SEARCH, DEVICE DEACTIVATION, AND POST-INCIDENT CLEANUP SUPPORT

*1. ERDA will dispatch, upon request of the FBI, an ERDA NEST response group and any necessary specialized equipment to the scene of an incident.

*2. The ERDA NEST lead representative on-scene will:

*a. Direct the activities of the ERDA response group in support of the FBI Agent in Charge.

*b. Ensure coordinated ERDA support in all matters pertaining to search and identification operations and bomb scene examinations.

*c. Ensure coordinated ERDA support of the EOD services associated with any device deactivation operations.

"d. Ensure coordinated ERDA support with the DOD and other civilian agencies, as currently provided for under other agreements, for post-incident cleanup operations.

"e. Advise the on-scene Special Agent in Charge of any requirement for additional ERDA response capabilities and coordinate the provision of such additional capabilities as may be mutually agreed upon.

"3. The on-scene Special Agent in Charge will:

"a. Establish and maintain all local contacts with other law enforcement agencies.

"b. Direct the on-scene activities of the FBI and other law enforcement agencies.

"c. Establish a field command post.

"d. Provide for necessary escorts as may be required to facilitate rapid movement of ERDA and ERDA contractor personnel and equipment to the scene of a threat incident.

"e. Direct the recovery operation of lost or stolen special nuclear materials, radioactive byproducts, and nuclear weapons/components.

"E. MAJOR EMERGENCY/DISASTER - In the event of a major emergency/disaster, ERDA will assist in the response to post-incident cleanup requirements in coordination with the DOD, and various civilian agencies as currently provided for under other agreements. ERDA will request assistance from the DOD as provided for in the Joint DOD and ERDA Agreement in Response to Accidents and Incidents Involving Radioactive Materials and Nuclear Weapons.

"V. EMERGENCY ASSISTANCE EXPENSE - ERDA and the FBI will each fund for the costs incurred in providing the necessary assistance required to meet the responsibilities defined in this Memorandum of Understanding.

"This Memorandum of Understanding takes effect immediately.

/s/ Alfred D. Starbird
Assistant Administrator for National
Security
Energy Research and Development
Administration

6/11/76
Date

/s/ Clarence M. Kelley
Clarence M. Kelley
Director
Federal Bureau of Investigation"

6/8/76
Date

(NOTE: See Appendix next page for definitions and abbreviations.)

*DEFINITIONS AND ABBREVIATIONS

DOD - Department of Defense

EACT - ERDA Headquarters Emergency Action and Coordination Team composed of representatives of the Divisions of Military Application; Safeguards and Security; Operational Safety, and the Office of Public Affairs

EOD - Explosive Ordnance Disposal, U. S. Army

ERDA - Energy Research and Development Administration

FBI - Federal Bureau of Investigation

NEST - Nuclear Emergency Search Team

NRC - Nuclear Regulatory Commission

Nuclear Threat Incident - Any situation involving stolen, lost or unauthorized possession of source materials, radioactive byproducts, nuclear weapons/devices of U. S. and/or foreign manufacture, improvised nuclear explosives, radioactive dispersal devices or the threatened use of said items.

Source Material - The term "source material" means (1) uranium, thorium or any other material which is determined by the Administration pursuant to the provisions of Section 61 of the Atomic Energy Act to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as the Administration may by regulation determine from time to time.

Special Nuclear Material - The term "special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Administration, pursuant to the provisions of Section 51 of the Atomic Energy Act determines to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

Radioactive Byproduct - The term "radioactive byproduct" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

Improvised Nuclear Explosive Device - Any non-conventional explosive device containing nuclear or radioactive material in combination with explosives."

MODIFICATION TO
MEMORANDUM OF UNDERSTANDING 02-28-90 AIG: 53
BETWEEN
DEPARTMENT OF ENERGY
AND FEDERAL BUREAU OF INVESTIGATION
FOR RESPONDING TO NUCLEAR THREAT INCIDENTS

I. PURPOSE

This modification expands the scope of the Memorandum of Understanding (MOU) between the Energy Research and Development Administration (ERDA) and the Federal Bureau of Investigation (FBI) for Responding to Nuclear Threat Incidents dated June 11, 1976, and also substitutes the Department of Energy (DOE) for the Energy Research and Development Administration. In recognition of the law enforcement responsibilities of the FBI pursuant to Title 28, United States Code, Section 531 et seq. and Title 42, United States Code, Section 3744, and the unique technological expertise of the DOE, this modification provides for collaboration in responding to nonnuclear Sophisticated Improvised Explosive Devices (SIED).

II. SCOPE

This modification describes the FBI and DOE responsibilities in responding to SIED incidents.

III. DEFINITION

There are a number of variables which could cause an Improvised Explosive Device (IED) to be termed an SIED. Therefore, for the purpose of this MOU, the term Sophisticated Improvised Explosive Device refers to any nonnuclear IED: 1) which, because of the combination of technical complexities and potential hazards, requires an emergency response that exceeds the capability available to the FBI; and 2) where the placement of the IED poses a threat of severe harm to the public health and safety which can be significantly reduced by use of DOE assets.

IV. APPLICABILITY

Upon request by the FBI for DOE support to assist the FBI in fulfilling their responsibilities in an SIED incident, the Director, Emergency Action and Coordination Team (EACT) shall: 1) assess the appropriateness of DOE involvement, based upon the incident details; and 2) authorize NEST support as deemed appropriate.

V. RESPONSIBILITIES

A. FBI

1. Assume jurisdiction for any activities requiring DOE action associated with an SIED incident.
2. Establish and maintain contacts and coordinate the incident response with other Federal and local law enforcement agencies and military, as appropriate.
3. Assure that all reasonable measures are provided for the safety and security of all DOE NEST personnel and equipment to be used in support of the incident response.
4. Designate a liaison representative to accompany NEST personnel to the scene of the incident for coordination with local FBI officials and law enforcement agencies.
5. Promptly provide DOE with all pertinent exact copies of threat messages, applicable drawings, and other intelligence related to the incident for threat analysis and credibility assessment.
6. Promptly provide DOE with all information pertinent to threat perpetrators' ability to carry out threat, including updates as additional information becomes available.
7. Provide as possible all related support needed by DOE NEST personnel.
8. Request assistance of DOD Civil Explosive Ordnance Disposal (EOD) responses, as appropriate.

B. DOE

DOE shall provide, to the extent compatible with its primary mission, scientific and technical support from existing resources to an SIED incident response to include the following:

1. Analysis of threat message for technical content and general credibility.
2. Detailed diagnostics of the device.
3. Prediction of the explosive yield and potential damage from a detonation.

4. Recommendations of evacuation criteria.
5. Recommendations for special EOD procedures and techniques.
6. Post-incident investigation support in areas of unique DOE technical expertise.
7. Upon request by the Justice Department, scientific and technical information and testimony for use in any legal action taken by the Department of Justice.

C. JOINT

The FBI and the DOE shall:

1. Coordinate all proposed press releases related to SIED incidents. Any media or public inquiries will be initially referred to the FBI. Responses to such inquiries shall be coordinated with DOE.
2. Where appropriate, identify individuals assigned to fulfill the positions and responsibilities outlined in Section VI.A.1. through 4.
3. Treat all SIED incident information with adequate security and confidentiality and the standards for the preservation of criminal evidence.
4. Review, as appropriate, the events leading to and occurring during any SIED incident alert for the purpose of improving upon future joint responses.
5. Provide a mechanism for coordinated planning and the testing of SIED incident management, equipment and personnel.

VI. STANDARD PROCEDURES

A. POINTS OF CONTACT

1. The FBI will designate a Special Agent to take command of field operations in an SIED incident, and a Special Agent to act as a liaison officer with DOE at the Headquarters level.
2. At Headquarters DOE, the Director, EACT, will be responsible for the overall DOE response. The Director, EACT, will authorize the Manager of the Nevada Operations Office or his designee, to act as DOE representative for field operations in an SIED incident.

3. An FBI representative will be designated to accompany the DOE Lead Representative for the purpose of providing coordination between the DOE personnel, and local FBI officials and law enforcement agencies.
4. Points of contact with other involved Federal agencies will be maintained by the FBI and by the Director, EACT, DOE.

B. THREAT ASSESSMENT

DOE will provide scientific and technical support for determining the credibility, as appropriate, of SIED's and potential hazards associated with these threats.

VII. EMERGENCY ASSISTANCE FUNDING

DOE and the FBI will each fund for costs incurred in providing the necessary assistance required to meet the responsibilities defined in this modification.

VIII. SUBSTITUTION

The words "Department of Energy (DOE)" are substituted for the words "Energy Research and Development Administration (ERDA)".

IX. IMPLEMENTATION

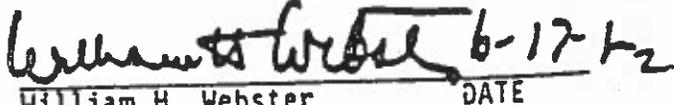
DOE and FBI will develop and exchange such additional instructions and operating procedures as are deemed necessary to the continued implementation of this modification to the initial ERDA/FBI MOU for responding to Nuclear Threat Incidents of June 1976.

X. EFFECTIVE DATE

This modification will be effective upon signature by both parties.


 Herman E. Roser
 Assistant Secretary for Defense Programs
 Department of Energy

11/12/84
 DATE


 William H. Webster
 Director
 Federal Bureau of Investigation

6-17-84
 DATE

MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND THE NUCLEAR REGULATORY COMMISSION REGARDING NUCLEAR THREAT INCIDENTS INVOLVING NRC LICENSED FACILITIES, MATERIALS, OR ACTIVITIES.

I. PURPOSE

In recognition of the responsibilities and functions of the Federal Bureau of Investigation (FBI) and the Nuclear Regulatory Commission (NRC) under the Atomic Energy Act of 1954, as amended, this Memorandum of Understanding (MOU) delineates the responsibilities of each agency regarding nuclear threat incidents involving NRC-licensed facilities, materials, or activities. (This agreement does not affect the procedures and responsibilities set forth in the November 23, 1988, Memorandum of Understanding between the NRC and the Department of Justice (DOJ) regarding cooperation concerning NRC enforcement actions, criminal prosecution by DOJ, and the exchange of pertinent information.)

Having closely related statutory responsibilities with regard to nuclear materials, facilities, and activities in the United States, the FBI and NRC must cooperate fully in carrying out their respective responsibilities in the interest of achieving:

1. Effective communication and exchange of relevant information, and
2. A timely, reliable, and effective response to a nuclear threat incident.

II. DEFINITIONS

For the purpose of this agreement, nuclear threat incidents are defined as threats, or acts of theft or sabotage in the U.S. nuclear industry, including the following:

- o Theft or attempted theft of NRC-licensed special nuclear material.
- o Sabotage or attempted sabotage of NRC-licensed nuclear facilities or NRC-licensed transportation activities.
- o Attacks on NRC-licensed nuclear facilities or activities.
- o Credible threats involving NRC licensed facilities, materials, or activities.

III. RESPONSIBILITIES

A. The FBI

The FBI derives the authority to investigate criminal matters related to NRC licensed facilities, materials, or activities from the Atomic Energy Act of 1954, as amended; Title 18, Section 831 "Prohibited transactions involving nuclear materials," and other Federal statutes as may be applicable. The FBI has been designated as the lead agency for coordinating the Federal response to acts of terrorism within the United States by National Security Decision Directive (NSDD) Number 207 and the National System for Emergency Coordination (NSEC).

It is therefore understood that the FBI shall:

1. Provide to NRC, intelligence information concerning possible criminal acts relative to the security of nuclear facilities, materials, or activities.
2. Notify NRC when allegations of a serious nature arise, or derogatory information is developed involving licensee personnel occupying positions considered critical to the safety and security of nuclear facilities or activities.
3. Investigate ongoing nuclear-related threat situations; advise NRC regarding the credibility and danger of such threats.
4. Establish liaison and develop contingency response plans with pertinent local law enforcement agencies to ensure effective and coordinated law enforcement response operations.
5. In accordance with the Omnibus Diplomatic Security and Anti-Terrorism Act of 1986, conduct identification and criminal history records checks on individuals with unescorted access to NRC-licensed nuclear power plants or access to Unclassified Safeguards Information.
6. Establish liaison with pertinent NRC Headquarters staff, NRC regional offices, and licensed facilities to ensure effective information exchange, threat evaluation, and contingency response planning.

In the event of a nuclear threat incident the FBI shall:

7. Coordinate the Federal response to a nuclear threat incident involving NRC-licensed facilities, materials, or activities. The FBI will rely on the NRC on matters concerning public health and safety, as they relate to the nuclear facility, material, or activity.

4. Support joint operational readiness planning between licensees and associated local law enforcement agencies for prompt law enforcement response assistance when needed at licensed facilities or activities.
5. Notify the FBI of threats involving NRC-licensed nuclear facilities, materials, or activities; assist the FBI in evaluating the nuclear aspects and the credibility of such threats, as appropriate.
6. Disseminate, with the approval of the FBI, to the affected licensees, alert and warning information received from the FBI about specific nuclear-related threats.

In the event of a nuclear threat incident, NRC shall:

7. Plan for and manage the public health and safety aspects of the response to a nuclear threat incident involving NRC-licensed facilities, materials, or activities.
8. Provide NRC field liaison and technical assistance to the FBI at the scene of an incident.
9. Evaluate the radiological hazards of the particular incident and provide technical assessment of any potential or actual impact upon the public health and safety.
10. Ensure that all reasonable measures are provided for the health and safety of all FBI personnel and equipment involved in the support of the incident.
11. Provide for the health and safety of the public from radiological hazards.

C. Joint

The FBI and NRC shall:

1. Coordinate all proposed press releases related to nuclear threat incidents involving NRC-licensed facilities, materials, or activities.
2. Identify individuals assigned to fulfill the positions and responsibilities outlined in Section III of this agreement.
3. Handle all threat incident information with adequate security and confidentiality commensurate with national security guidelines and the standards for the preservation of criminal evidence.

4. Review and evaluate the events leading to and occurring during a nuclear threat incident for the purpose of improving upon future joint responses.
5. Exercise and test nuclear threat incident management procedures, equipment, and personnel.

IV. STANDARD PROCEDURES

A. Initial Notification

1. Nuclear threat incidents involving NRC-licensed facilities, materials, or activities may be reported to either the FBI, NRC, or others. Upon receipt of a reported threat, the agency informed shall immediately notify the other concerned agencies about the situation and exact information known.
2. The FBI and NRC will notify appropriate individuals and offices of any nuclear emergency in accordance with current procedures and agreements.

B. Points of Contact

1. The FBI Special Agent in Charge of the responding FBI field office will take command of the field operations in a nuclear threat incident involving NRC-licensed facilities, materials, or activities. At the Headquarters level, a Special Agent may be designated to act as a liaison officer with the NRC Executive Team (ET).
2. The NRC Headquarters ET will convene and during the initial stage of the response will direct NRC activities. The Director may transfer authority for managing the NRC emergency response to the Director of Site Operations.
3. The FBI and NRC field representatives will coordinate and cooperate with each other in carrying out their respective responsibilities. The FBI and NRC representatives will report on the situation and make recommendations to their respective agencies regarding the need for additional assistance at the scene.
4. The FBI and NRC will maintain points of contact with the other Federal agencies involved in responding to a nuclear threat incident involving NRC-licensed facilities, materials, or activities.

V. THREAT ASSESSMENT

1. NRC will provide scientific and technical advice for determining the credibility of specific nuclear threats and potential hazards associated with those threats.
2. NRC will endeavor to verify, with the cooperation of the Department of Energy and/or the Department of Defense, whether any source material, special nuclear material, or radioactive by-products, are missing or unaccounted for.

VI. FUNDING RESPONSIBILITIES

Interested parties will each fund for the cost incurred in providing the necessary assistance required to meet the responsibilities defined in this MOU.

VII. TERMS OF AGREEMENT

1. This Agreement will become effective immediately upon signature by all parties and shall continue in effect unless terminated by any party upon 120 days notice in writing to all other parties.
2. Amendments or modifications to this Agreement may be made upon written notice by all parties to the Agreement.

For the Federal Bureau of Investigation

William S. Sessions, date May 29, 1991
William S. Sessions
Director

For the Nuclear Regulatory Commission

Kenneth M. Carr, date 13 March 1991
Kenneth M. Carr
Chairman

"MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND THE NUCLEAR REGULATORY COMMISSION REGARDING NUCLEAR THREAT INCIDENTS INVOLVING NRC LICENSED FACILITIES, MATERIALS, OR ACTIVITIES

"I. PURPOSE

"In recognition of the responsibilities and functions of the Federal Bureau of Investigation (FBI) and the Nuclear Regulatory Commission (NRC) under the Atomic Energy Act of 1954, as amended, this Memorandum of Understanding (MOU) delineates the responsibilities of each agency regarding nuclear threat incidents involving NRC-licensed facilities, materials, or activities. (This agreement does not affect the procedures and responsibilities set forth in the November 23, 1988, Memorandum of Understanding between the NRC and the Department of Justice (DOJ) regarding cooperation concerning NRC enforcement actions, criminal prosecution by DOJ, and the exchange of pertinent information.)

"Having closely related statutory responsibilities with regard to nuclear materials, facilities, and activities in the United States, the FBI and NRC must cooperate fully in carrying out their respective responsibilities in the interest of achieving:

"1. Effective communication and exchange of relevant information, and

"2. A timely, reliable, and effective response to a nuclear threat incident.

EFFECTIVE: 01/31/78

18-8 | "MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU
OF INVESTIGATION AND THE NUCLEAR REGULATORY COMMISSION
REGARDING NUCLEAR THREAT INCIDENTS INVOLVING NRC LICENSED
FACILITIES, MATERIALS, OR ACTIVITIES

"I. PURPOSE

"In recognition of the responsibilities and functions of the Federal Bureau of Investigation (FBI) and the Nuclear Regulatory Commission (NRC) under the Atomic Energy Act of 1954, as amended, this Memorandum of Understanding (MOU) delineates the responsibilities of each agency regarding nuclear threat incidents involving NRC-licensed facilities, materials, or activities. (This agreement does not affect the procedures and responsibilities set forth in the November 23, 1988, Memorandum of Understanding between the NRC and the Department of Justice (DOJ) regarding cooperation concerning NRC enforcement actions, criminal prosecution by DOJ, and the exchange of pertinent information.)

"Having closely related statutory responsibilities with regard to nuclear materials, facilities, and activities in the United States, the FBI and NRC must cooperate fully in carrying out their respective responsibilities in the interest of achieving:

"1. Effective communication and exchange of relevant information, and

"2. A timely, reliable, and effective response to a nuclear threat incident.

"II. DEFINITIONS

"For the purpose of this agreement, nuclear threat incidents are defined as threats, or acts of theft or sabotage in the U.S. nuclear industry, including the following:

"Theft or attempted theft of NRC-licensed special nuclear material.

"Sabotage or attempted sabotage of NRC-licensed nuclear facilities or NRC-licensed transportation activities.

"Attacks on NRC-licensed nuclear facilities or activities.

"Credible threats involving NRC licensed facilities, materials, or activities.

"III. RESPONSIBILITIES

"A. The FBI

"The FBI derives the authority to investigate criminal matters related to NRC licensed facilities, materials, or activities from the Atomic Energy Act of 1954, as amended; Title 18, Section 831 "Prohibited transactions involving nuclear materials," and other Federal statutes as may be applicable. The FBI has been designated as the lead agency for coordinating the Federal response to acts of terrorism within the United States by National Security Decision Directive (NSDD) Number 207 and the National System for Emergency Coordination (NSEC).

"It is therefore understood that the FBI shall:

"1. Provide to NRC, intelligence information concerning possible criminal acts relative to the security of nuclear facilities, materials, or activities.

"2. Notify NRC when allegations of a serious nature arise, or derogatory information is developed involving licensee personnel occupying positions considered critical to the safety and security of nuclear facilities or activities.

"3. Investigate ongoing nuclear-related threat situations; advise NRC regarding the credibility and danger of such threats.

"4. Establish liaison and develop contingency response plans

with pertinent local law enforcement agencies to ensure effective and coordinated law enforcement response operations.

"5. In accordance with the Omnibus Diplomatic Security and Anti-Terrorism Act of 1986, conduct identification and criminal history records checks on individuals with unescorted access to NRC licensed nuclear power plants or access to Unclassified Safeguards Information.

"6. Establish liaison with pertinent NRC Headquarters staff, NRC regional offices, and licensed facilities to ensure effective information exchange, threat evaluation, and contingency response planning.

"In the event of a nuclear threat incident the FBI shall:

"7. Coordinate the Federal response to a nuclear threat incident involving NRC-licensed facilities, materials, or activities. The FBI will rely on the NRC on matters concerning public health and safety, as they relate to the nuclear facility, material, or activity.

"8. Manage the law enforcement and intelligence aspects of the response to a nuclear threat incident involving NRC-licensed facilities, materials, or activities.

"9. Establish and maintain contacts and coordinate the incident response with other Federal and local law enforcement agencies and military authorities, as appropriate.

"10. Ensure that all reasonable measures are provided to ensure the physical safety and security of all NRC personnel and equipment to be used in support of the incident.

"11. Promptly provide NRC with all information applicable to an assessment of a perpetrator's operational capability to carry out a threat.

"12. At the scene of a nuclear threat incident, provide the necessary support, as may be needed by NRC personnel, in carrying out assigned operations and actions to protect the public from radiological hazards.

"13. Request Department of Defense (DOD)/Civil Explosive Ordnance Disposal (EOD) resources, as appropriate.

"B. The NRC

"NRC shall provide, to the extent compatible with its primary mission to protect the public's health and safety, as required by the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974, and the Omnibus Diplomatic Security (Act) and Anti-Terrorism Act of 1986, scientific and technical support to the FBI upon notification of the existence of a nuclear threat incident.

"It is therefore understood that NRC shall:

"1. Review and correlate intelligence information on possible criminal acts received from the FBI; evaluate potential adversary capabilities and trends as a basis for rulemaking, evaluations, and systems design.

"2. When informed of an FBI investigation involving an NRC licensed nuclear facility or activity, will promptly provide to the FBI investigating office a list of all positions considered critical to the safety and security of that facility or activity.

"3. Establish liaison with FBI Headquarters staff and field office personnel to ensure effective information exchange, threat evaluation, and contingency response planning.

"4. Support joint operational readiness planning between licensees and associated local law enforcement agencies for prompt law enforcement response assistance when needed at licensed facilities or activities.

"5. Notify the FBI of threats involving NRC-licensed nuclear facilities, materials, or activities; assist the FBI in evaluating the nuclear aspects and the credibility of such threats, as appropriate.

"6. Disseminate, with the approval of the FBI, to the affected licensees, alert and warning information received from the FBI about specific nuclear-related threats.

"In the event of a nuclear threat incident, NRC shall:

"7. Plan for and manage the public health and safety aspects of the response to a nuclear threat incident involving NRC-licensed facilities, materials, or activities.

"8. Provide NRC field liaison and technical assistance to the FBI at the scene of an incident.

"9. Evaluate the radiological hazards of the particular incident and provide technical assessment of any potential or actual impact upon the public health and safety.

"10. Ensure that all reasonable measures are provided for the health and safety of all FBI personnel and equipment involved in the support of the incident.

"11. Provide for the health and safety of the public from radiological hazards.

"C. Joint

"The FBI and NRC shall:

"1. Coordinate all proposed press releases related to nuclear threat incidents involving NRC-licensed facilities, materials, or activities.

"2. Identify individuals assigned to fulfill the positions and responsibilities outlined in Section III of this agreement.

"3. Handle all threat incident information with adequate security and confidentiality commensurate with national security guidelines and the standards for the preservation of criminal evidence.

"4. Review and evaluate the events leading to and occurring during a nuclear threat incident for the purpose of improving upon future joint responses.

"5. Exercise and test nuclear threat incident management procedures, equipment, and personnel.

"IV. STANDARD PROCEDURES

"A. Initial Notification

"1. Nuclear threat incidents involving NRC-licensed facilities, materials, or activities may be reported to either the FBI, NRC, or others. Upon receipt of a reported threat, the agency informed shall immediately notify the other concerned agencies about the situation and exact information known.

"2. The FBI and NRC will notify appropriate individuals and

offices of any nuclear emergency in accordance with current procedures and agreements.

"B. Points of Contact

"1. The FBI Special Agent in Charge of the responding FBI field office will take command of the field operations in a nuclear threat incident involving NRC-licensed facilities, materials, or activities. At the Headquarters level, a Special Agent may be designated to act as a liaison officer with the NRC Executive Team (ET).

"2. The NRC Headquarters ET will convene and during the initial stage of the response will direct NRC activities. The Director may transfer authority for managing the NRC emergency response to the Director of Site Operations.

"3. The FBI and NRC field representatives will coordinate and cooperate with each other in carrying out their respective responsibilities. The FBI and NRC representatives will report on the situation and make recommendations to their respective agencies regarding the need for additional assistance at the scene.

"4. The FBI and NRC will maintain points of contact with the other Federal agencies involved in responding to a nuclear threat incident involving NRC-licensed facilities, materials, or activities.

"V. THREAT ASSESSMENT

"1. NRC will provide scientific and technical advice for determining the credibility of specific nuclear threats and potential hazards associated with those threats.

"2. NRC will endeavor to verify, with the cooperation of the Department of Energy and/or the Department of Defense, whether any source material, special nuclear material, or radioactive by-products, are missing or unaccounted for.

"VI. FUNDING RESPONSIBILITIES

"Interest parties will each fund for the cost incurred in providing the necessary assistance required to meet the responsibilities defined in this MOU.

"VII. TERMS OF AGREEMENT

"1. This Agreement will become effective immediately upon signature by all parties and shall continue in effect unless terminated by any party upon 120 days notice in writing to all other parties.

"2. Amendments or modifications to this Agreement may be made upon written notice by all parties to the Agreement.

"For the Federal Bureau of Investigation

/s/ William S. Sessions, date May 29, 1991
William S. Sessions
Director

"For the Nuclear Regulatory Commission

/s/ Kenneth M. Carr, date 13 March 1991
Kenneth M. Carr
Chairman"



KENTUCKY STATE POLICE

Steven L. Beshear
Governor

919 Versailles Road
Frankfort, Kentucky 40601
www.kentuckystatepolice.org

J. Michael Brown
Secretary

Rodney Brewer
Commissioner

December 3, 2015

Kentucky State Police
Post 1 – Mayfield
P.O. Box 145
8366 Highway 45 North
Hickory, Kentucky 42051

United States Department of Energy, Paducah Site
(formerly known as: Fluor Federal Services, Inc.)
Paducah Deactivation Project (FPDP)
Attention: April Tilford, Emergency Management
5511 Hobbs Road
Kevill, Kentucky 42053

To Whom It May Concern:

Please find attached the Kentucky State Police's response plan for the United States Department of Energy, Paducah Site, Paducah Deactivation Project (FPDP)..

If you need any additional information concerning this correspondence, please do not hesitate to contact me directly.

Sincerely yours,

Captain Janet L. Barnett
Commander, Post 1 – Mayfield

JLB/tw
Enclosure
cc: Contingency Plan



KENTUCKY STATE POLICE

Steven L. Beshear
Governor

919 Versailles Road
Frankfort, Kentucky 40601
www.kentuckystatepolice.org

J. Michael Brown
Secretary

Rodney Brewer
Commissioner

MEMORANDUM

TO: Post 1, Contingency Plan (McCracken County)

FROM: Commander, Post 1 - Mayfield

DATE: December 3, 2015

SUBJECT: Response Plan for the United States Department of Energy, Paducah Site
Formerly known as: Fluor Federal Services, Inc.

I. **Policy:** The Paducah Gaseous Diffusion Plant, now known as the United States Department of Energy, Paducah Site, located in extreme Western McCracken County, falls within the jurisdictional boundaries of the Mayfield Post of the Kentucky State Police. Although this entity may maintain its own security force, the Kentucky State Police (KSP) and/or the McCracken County Sheriff's Department routinely handle calls for law enforcement services at this facility.

II. **Procedures:** The procedures listed in this plan will be in effect on October 21, 2014 until revised or revoked. The following is a listing of three (3) types of calls for service which can be expected to be responded to by KSP:

A. Routine Service Calls (criminal and traffic):

KSP response to these types of calls will be handled on an "as-needed basis" by dispatching uniformed patrol troopers and/or detectives to respond and take whatever action is necessary, according to established agency policy. Response time for this category is normally thirty (30) minutes or less.

B. Labor Disputes and/or Peaceful Demonstrations:

KSP response to these types of situations will be pursuant to agency, General Order OM-D-3, Agency Response to Civil & Labor Disputes.

Specifically, in all "peaceful demonstrations", an agency response shall only be made upon a specific request from plant management personnel, and will be evaluated by agency supervisory personnel, prior to any deployment of agency manpower and/or resources. The KSP's primary purpose in these situations will be to maintain peace and to keep all public access roadways and entrances open for those persons entitled to use them.

Depending on the particulars of a demonstration, the probable state police manpower response could be expected to be similarly as follows:

- (1) one (1) to two (2) uniformed troopers for an initial site evaluation, within twenty (20) minutes;
- (2) five (5) to ten (10) uniformed troopers within one (1) hour;
- (3) ten (10) to twenty (20) uniformed troopers within two (2) hours;
- (4) should additional sworn personnel be required, such personnel could be able to respond within two (2) hours;
- (5) should it be necessary, the Post 1 Riot/Containment Squad may be activated along with supporting personnel from other state police posts.

C. Security Breaches (physical):

1. Upon notification of KSP by plant management personnel that the facility's perimeter has been violated and that a strong probability exists that the incursion poses a serious threat to public safety, the Post 1 Commander or his designee(s) may request the KSP Special Response Team (SRT) be activated and respond to the facility, pursuant to agency, General Order OM-D-1.

Plant management personnel shall be informed that, once the SRT is activated, the entire incident comes under the direct control of the affected post's commander, or his designee.

After adequate analysis of a physical security breach incident by plant management personnel and the post/section commander, or his designee, they shall collectively determine the desired objective to be utilized to successfully resolve the situation

It shall be the responsibility of the Plant Security Force to locate and secure the point of entry and attempt to locate and contain the intruder(s).

Prior to the arrival of the SRT and the Post Commander, a command post shall be established at a location designated by plant management personnel.

The senior state police officer present will man the command post and be designated as the liaison with the plant security force supervision.

The state police will provide communications equipment to maintain contact with the SRT and Post 1 dispatch.

Once the SRT has been activated and has arrived on the scene, it shall operate under the direction of the post or section commander. Once the Post/Section Commander, or his designee, has determined what objective to pursue, the method of achieving the Post/Section commander's objectives shall be left to the discretion of the SRT Commander or SRT team leader.

The SRT Commander or team leader shall have the responsibility of developing and proposing a tactical plan to accomplish the mission. The Post Commander or his designee shall, after consultation with the plant security force supervision/director, give final approval or disapproval regarding the proposed plan. Once implemented, the SRT team leader shall have full tactical control pursuant to General Order OM-D-1.

Page 5
Memorandum-Contingency Plan
December 3, 2015

- III. **KRS Chapter 39A.050:** This memorandum is not an all-inclusive listing of response procedures for the Kentucky State Police. These procedures should be utilized in conjunction with the above-referenced statute, pertaining to the Commonwealth of Kentucky, Emergency Management, Natural Disaster Plan and the Nuclear Terrorist Response Plan, which provides for additional procedures relating to nuclear incidents and/or major terrorist attacks. Nothing contained in this memorandum shall supersede agency General Orders and/or current KSP Policies and Procedures.


Captain Janet Barnett
Commander, Post 1 - Mayfield

Mmjb0001



Bob Leeper

McCracken County Judge Executive

McCracken County Courthouse
300 South Seventh Street
Paducah, KY 42003-1700
Office: (270) 444-4707
Fax: (270) 444-4731

October 1, 2015

April Tilford
Emergency Management
Fluor Federal Services, Inc.
U. S. Department of Energy Paducah Site
5511 Hobbs Road
Kevil, KY 42053

Dear Ms. Tilford:

The purpose of this letter of assistance is to confirm that the McCracken County Office of the Judge Executive will continue its support the U. S. Department of Energy (DOE) Paducah Site during disasters and emergencies affecting the site. When possible during these critical incidents, McCracken County government will provide available resources to the Paducah DOE Site upon the request of the site incident commander or other plant authority.

Sincerely,

Bob Leeper
McCracken County Judge Executive



McCracken County Emergency Management

Emergency Management Complex
3700 Coleman Road • Paducah, KY 42001
Phone: (270) 448-1530 • Fax: (270) 443-0803

October 1, 2015

April Tilford, CEM
Emergency Management
Fluor Federal Services, Inc.
U. S. Department of Energy Paducah Site
5511 Hobbs Road
Kevil, KY 42053

Dear Ms. Tilford:

The purpose of this letter of assistance is to confirm that the Paducah-McCracken County Office of Emergency Management (OEM) will continue its support the U. S. Department of Energy (DOE) Paducah Site during disasters and emergencies affecting the site. When possible during these critical incidents, the Paducah-McCracken County OEM will provide available resources to the Paducah DOE Site upon the request of the site incident commander or other plant authority. These resources include communications, warning, and search and rescue services.

In response to a site emergency, OEM as the local government coordinating agency may activate the county emergency operations center (EOC) and establish unified command with the site to assist and support the site with assets from other local, state and federal agencies and nongovernmental emergency organizations. Also, OEM serves as the primary contact with the Commonwealth Kentucky Emergency Management EOC and may request state and federal resources through the EOC to mitigate the impact of a DOE Paducah Site emergency upon both on-site and off-site populations.

Sincerely,

A handwritten signature in cursive script that reads "Jerome Mansfield".

Jerome Mansfield, CEM
Director
McCracken County Office of Emergency Management
3700 Coleman Road
Paducah, KY 42001-9008



Sheriff of McCracken County

JON HAYDEN

301 South 6th Street • McCracken County Courthouse

Paducah, Kentucky 42003 • (270) 444-4719

October 13, 2015

United States Department of Energy
Paducah Kentucky Site
551 i Hobbs Road
Kevil, Ky 42053
Att: April Tilford

Re: Mutual Aid Agreement

Dear April,

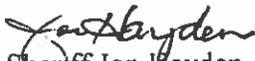
Please allow this letter to serve as our mutual aid agreement with the U.S. Department of Energy, Fluor Federal Services, and any other contractor that may be working on site at your facility.

Be assured that our agency will respond to the U.S. Department of Energy Paducah site when requested to offer any type of assistance that is needed. I expect multiple units to be able to respond, the exact number would depend on other active incidents occurring elsewhere in McCracken County.

The response times would obviously vary, but at no time should exceed a 10 minute time frame, and most of the times much less than that.

Please do not hesitate in contacting our office any time we can be of assistance.

Sincerely,


Sheriff Jon Hayden



3551 Coleman Road
Paducah, KY 42001
Dispatch (270) 443-6529
Administration (270) 450-8050
Fax (270) 444-9128
Jeremy D. Jeffrey, Executive Director

August 3, 2016

FPDP Emergency Management
April Tilford
5511 Hobbs Road
Kevil, KY 42053

Mrs. Tilford,

If requested and available, Mercy Regional EMS ambulance service will respond to an emergency at the U.S Department of Energy Paducah Site to transport and treat a patient(s). Upon arriving on scene, Mercy Regional EMS shall report to the incident commander or his/her designee for assignments. Once Mercy Regional EMS asset(s) receive their assignments, they shall remain dedicated to the event until its conclusion. At no time shall any resources be pulled without verbal approval by the Incident Commander.

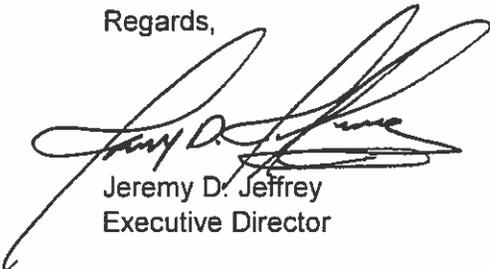
Mercy Regional EMS operates on a low band VHF frequency. It is understood that during a large scale event, Mercy Regional will operate on VTAC frequencies to ensure continuity and ensure safety for all personnel. In the event both of these frequencies should become unavailable, Mercy Regional EMS requests that any radio communication be directed through Paducah Medcom.

Currently Mercy Regional EMS has four (4) stations located in and throughout McCracken County. Upon request, Mercy Regional shall have assets on site in 8-12 minutes depending on volume and distance.

If transport of a potentially radiologically contaminated patient(s) is needed, Mercy Regional EMS shall activate a Haz-Mat alert through Paducah Medcom and transport. This alert will notify local healthcare facilities of a potentially contaminated patient. This alert will allow for set up of decon. This alert will decrease the wait time for the patient upon arrival to either of the two (2) facilities located in McCracken County.

Should the need for transport arise, please contact Paducah Medcom at (270) 443-6529 or 911.

Regards,



Jeremy D. Jeffrey
Executive Director

Agreement
Between
Fluor Federal Services, Inc., Paducah Deactivation Project
and
Baptist Health Paducah Hospital

This Agreement is entered into by the Fluor Federal Services, Inc., Paducah Deactivation Project ("FPDP") and Baptist Healthcare System, Inc., both collectively hereinafter referred to as the Parties.

I. Purpose

The purpose of this Agreement is to reaffirm and maintain the cooperative relationship between the Parties with particular regard to planning, response, and assistance with respect to medical treatment of injured personnel who may be radiologically or chemically contaminated as a result of an accident at the Paducah Gaseous Diffusion Plant ("PGDP").

It is the intent of this Agreement: (1) to identify responsibilities of the Parties in an emergency response, (2) to identify medical services to be provided; (3) to formalize emergency notification interfaces, and (4) to establish a mechanism for exchange and dissemination of information relevant to emergency planning and response.

II. Authority

Baptist Health is authorized to perform all actions outlined in this agreement as a licensed medical facility as specified under the laws of the Kentucky state law.

III. Responsibilities

With respect to planning and response for treatment of personnel who may be involved in an injury/incident as a result of incidents at PGDP, the Parties agree as follows:

- A. FPDP will promptly notify Baptist Health that assistance from the hospital may be required.
- B. FPDP will provide, as requested by Baptist Health Hospital, radiological advice and assistance at the time of an accident at PGDP.
- C. Baptist Health will provide appropriate personnel and facilities for tests, examinations and treatment (including decontamination if required) on a twenty-four (24) hour per day basis, for injured personnel at PGDP including but not limited to those personnel who may be radiologically or chemically contaminated.
- D. Baptist Health will develop and maintain with FPDP assistance, detailed plans and procedures to be followed by the Parties in admitting and treating a radiologically or chemically contaminated patient.

- E. Baptist Health will participate, upon reasonable request by FPDP, in emergency exercises designed to test the effectiveness of FPDP's emergency planning procedures.
- F. Upon request by FPDP, Baptist Health will provide personnel for consultation in preparing and updating plans and procedures for medical emergencies.
- G. In the course of an injury accident as contemplated by this Agreement, the Parties will establish communications between FPDP's shift superintendent and Baptist Health Hospital director of emergency services, or their respective designees.
- H. In the course of a protracted event requiring treatment of injured individuals, communications between the Parties will be established between FPDP's crisis manager and Baptist Health Hospital president, or their respective designees.
- I. The Parties agree to coordinate, to the extent possible, all information disseminated to the public regarding the severity and magnitude of an incident at PGDP.
- J. The Parties agree to coordinate their respective emergency plans to ensure a mutual understanding of emergency action and objectives and to notify each other of applicable changes made in their respective plans.
- K. The Parties agree to periodically review the status of their plans, procedures, agreements and capabilities that may require revision and/or further development; and to conduct drills and exercises involving radiological or chemical emergency response activities.
- L. Nothing in this Agreement shall be construed to affect, in any manner, the respective rights and responsibilities of the Parties under existing agreements or other applicable provisions of law.
- M. FPDP will provide Baptist Health with the suppliers' Material Safety Data Sheets ("MSDS") that include short versions of how-to-treat as requested. FPDP will provide MSDS to Baptist Health as applicable. In addition, FPDP will provide updates of such Material Safety Data Sheets as received from the manufacturer.
- N. Baptist Health will maintain, with FPDP assistance, detailed plans and procedures to be followed by the Parties in admitting and treating an individual that may have been exposed to radiation or chemical contaminants.
- O. Upon reasonable request by FPDP, Baptist Health will participate in annual emergency exercises designed to test the effectiveness of the FPDP's emergency planning procedures and will participate in drills and exercises designed to test emergency responses to an incident as anticipated in this Agreement.

IV. Miscellaneous

- A. FPDP agrees to indemnify and hold harmless Baptist Health Paducah Hospital, its employees, agents, and subsidiaries, for any and all liability and from any and all claims, demands, damages, actions, caused of actions, or suits of any kind or nature whatsoever resulting from exposure to radioactivity or other radioactive contamination caused by or arising out of admission of FPDP employees as patients under this Agreement, to the extent caused by FPDP negligence. This indemnification and hold harmless obligation shall apply only to the extent Baptist Health Hospital, its employees, agents, and subsidiaries are not indemnified and held harmless under the provisions of the Price Anderson Amendments Act provisions or other provisions of the FPDP contract with the Department of Energy.
- B. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.
- C. Except as provided in IV (A) above, this Agreement and the rights and obligations hereunder shall not be assigned or otherwise delegated without prior written consent of both Parties.
- D. This Agreement may be amended only by an instrument in writing signed by the Parties. This Agreement shall be reviewed every two (2) years and amended as needed.
- E. This Agreement superseded all previous agreements between the Parties and constitutes the entire Agreement between the Parties concerning the subject matter herein. This Agreement shall continue in force until terminated, by either party, by providing the other with ninety (90) days written notice.
- F. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent or other breach thereof.
- G. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.

APPROVAL:

FPDP

By:

Agnie A. Telford

Title:

Emergency Management Manager

Date:

10-22-14

Baptist Health Paducah Baptist Health Paducah

By:

William A. Brown

Title:

PRESIDENT

Date:

10/22/14



1530 Lone Oak Road
Paducah, Kentucky
42003

Phone • 270 • 444 • 2444
www.eLourdes.com

December 22, 2014

Ms. Jan Preston
FPDP Director of Health, Safety, Security and Quality
Fluor Federal Services, Inc.,
Paducah Deactivation project
P.O. Box 369
Kevil, KY 42053

RE: Agreement (Emergency Response)

Dear Ms. Preston:

Enclosed please find one fully signed original Agreement between Fluor Federal Services, Inc. and Lourdes Hospital, Paducah, KY. Please retain this original for your future use.

Thank you for your assistance with this matter. Please call me with any questions.

Sincerely,

Suellen Feldner
Paralegal

/sf

Agreement
Between
Fluor Federal Services, Inc. Paducah Deactivation Project
and
Mercy Health Partners - Lourdes, Inc.

This Agreement is entered into by Fluor Federal Services, Inc. Paducah Deactivation Project ("FPDP") and Mercy Health Partners - Lourdes, Inc, ("Lourdes") both collectively hereinafter referred to as the Parties.

I. Purpose

The purpose of this Agreement is to reaffirm and maintain the cooperative relationship between the Parties with particular regard to planning, response, and assistance with respect to medical treatment at Lourdes Hospital of injured individuals who may be radiologically or chemically contaminated as a result of an incident at the Fluor Federal Services, Inc., Paducah Deactivation Project ("FPDP") formerly known as the Paducah Gaseous Diffusion Plant.

It is the intent of this Agreement to: (1) identify responsibilities of the Parties in an emergency response; (2) identify medical services to be provided by Lourdes; (3) formalize emergency notification interfaces; and (4) establish a mechanism for exchange and dissemination of information relevant to emergency planning and response.

II. Authority

Lourdes is authorized to perform all actions outlined in this Agreement as a licensed medical facility as specified under the laws of the Commonwealth of Kentucky.

III. Responsibilities

With respect to planning and response for treatment of individuals who may be injured as a result of an incident at the FPDP, the Parties agree as follows:

- A. FPDP will promptly notify Lourdes that assistance may be required and Lourdes will identify a contact person responsible for communications following an incident.
- B. As requested, FPDP will provide Lourdes with relevant radiological advice and assistance.

- C. Lourdes will provide appropriate personnel and facilities for medical tests, examinations and treatment, to include decontamination and treatment of individuals that may have been exposed to radioactive or chemical contaminants, on a twenty-four (24) hour per day basis.
- D. Lourdes will appropriately temporarily store potentially contaminated items (clothing) from individuals treated until FPDP collects such items for disposal. FPDP shall pick up such contaminated items in a timely fashion.
- E. FPDP will provide Lourdes with the suppliers' Material Safety Data Sheets ("MSDS") that include short versions of how-to-treat as requested. FPDP will provide MSDS to Lourdes as applicable. In addition and as reasonable, FPDP will provide updates of such Material Safety Data Sheets as received from the manufacturer.
- F. Lourdes will maintain, with FPDP assistance, detailed plans and procedures to be followed by the Parties in admitting and treating an individual that may have been exposed to radiation or chemical contaminants.
- G. Upon reasonable request by FPDP, Lourdes will participate in annual emergency exercises designed to test the effectiveness of the FPDP's emergency planning procedures and will participate in drills and exercises designed to test emergency responses to an incident as anticipated in this Agreement.
- H. The Parties agree to periodically review the status of their emergency plans, procedures, agreements and capabilities that may require revision and/or further development.
- I. The Parties agree to coordinate their respective emergency plans to ensure a mutual understanding of emergency actions and objectives and to notify each other of applicable changes made in their respective plans.
- J. Upon request by FPDP, Lourdes will provide personnel for consultation in the preparation and revision of emergency medical plans and procedures.
- K. In the event of an injury accident involving FPDP personnel, the Parties will establish communications between the FPDP's Plant Shift Superintendent and Lourdes' Director of Emergency Services, or their respective designees.

- L. In the event that an incident as contemplated by this Agreement becomes protracted, communications between the Parties will be established between the FPDP's crisis manager and Lourdes' President, or their respective designee.
- M. The Parties agree to coordinate information disseminated to the public regarding the severity and magnitude of an incident at the FPDP.
- N. Nothing in this Agreement shall be construed to affect in any manner the respective rights and responsibilities of the Parties under existing agreements or other applicable provisions of law. Nor shall this Agreement impose on one Party any legal liability to the other Party or its employees or contractors.

IV. Miscellaneous

- A. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.
- B. Except as provided herein, this Agreement and the rights and obligations herein shall not be assigned or otherwise delegated without prior written consent of both Parties.
- C. This Agreement may be amended only by a writing signed by duly authorized representatives of each of the Parties.
- D. The term of this Agreement shall be two years, beginning on the date of the last signature below. This Agreement shall automatically renew in two (2) year terms, unless otherwise terminated as provided below
- E. This Agreement may be terminated by either Party by providing ninety (90) days' advance written notice.
- F. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent or other breach thereof.
- G. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such provision had never been contained herein.
- H. FPDP represents and warrants to Lourdes that neither it, nor any of its affiliates, nor any person providing items or services under this Agreement: (a) are excluded from participation in any federal health

care program for the provision of items or services for which payment may be made under such federal health care programs, (b) have been convicted of a criminal offense related to health care, or (c) have, or have pending or threatened, any final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g) against FPDP, its affiliates or, to FPDP's knowledge, against any person providing items or services under this Agreement.

- I. All notices required under this Agreement shall be given in writing, sent by certified mail, return receipt requested, postage prepaid, to the addresses identified at the beginning of this Agreement
- J. This Agreement represents the entire understanding of the parties. Prior agreements, written or oral, are null and void.
- K. This Agreement shall be executed in duplicate original, one for each of the parties hereto.
- L. The parties hereto agree not to use the name or any trademark or service mark registered to the other party or its affiliates in any publicity, promotional, or advertising materials, unless review and written approval of the intended use shall first be obtained from the other party; which approval shall not be unreasonably withheld.

APPROVAL:

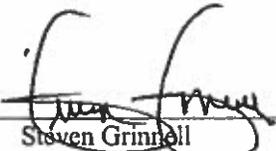
Fluor Federal Services, Inc.,
Paducah Deactivation project


By: Jan Preston

Title: FPDP Director of Health, Safety, Security
and Quality

Date: 12/15/14

Mercy Health Partners - Lourdes,
Inc.


By: Steven Grinnell

Title: President & Chief Executive Officer

Date: 12/19/2014

MEMORANDUM OF UNDERSTANDING FOR PROVISION OF FIRE PROTECTION SERVICES

This MEMORANDUM OF UNDERSTANDING (MOU) is effective July 15, 2016, at 08:00 a.m., by and among the United States Department of Energy (DOE) contractor, Fluor Federal Services, Inc., Paducah Deactivation Project (FPDP); and the West McCracken Fire District (District), which maintains fire protection facilities in McCracken County.

I. General Understandings

1. The purpose of this MOU is to memorialize the parties' mutual understandings regarding provision of certain services, described in Paragraph 2, by the District to DOE property in western McCracken County, and the provision of certain services, described in Paragraph 3, by FPDP to property within the District and outside of DOE-owned property.
2. Upon request by FPDP, the District will provide available Fire, Rescue, Emergency Medical, or other Services within the District's scope, mission, equipment, and training. If the District Officer in Charge determines that District resources are not available to assist, he or she will direct E-911 to notify other local Fire Protection Districts to respond.
3. Upon request by the District, FPDP will provide Fire, Emergency Medical, Search and Rescue, provided that those Services are available without compromising the response readiness to incidents on DOE property.
4. Where Districts other than the parties to this MOU respond to an incident on DOE property, the District will serve as the interface between FPDP and those other Districts.

II. Requesting Assistance

5. If FPDP requires assistance to respond to an incident on DOE property, the Plant Shift Superintendent (PSS) or designee shall place an E-911 call for response by the District. The District Officer in Charge will determine if assistance is available and, if not, direct E-911 to notify other local fire protection districts to respond.
6. If the District requires assistance to respond to an incident outside of DOE-owned property, a District Representative or E-911 will contact the PSS, who will determine if the requested assistance is available and whether providing assistance would compromise the response readiness to incidents on DOE property. See Attachment A.
7. For incidents occurring outside of DOE-owned property, but first reported to DOE or FPDP personnel (e.g., an incident near the boundary of DOE-owned and licensed property), FPDP will respond immediately, if possible, and, in any case, will notify E-911.

III. Incident Command

8. For incidents occurring on DOE-owned property, other than property licensed to the Kentucky Department of Fish and Wildlife Resources agency, the PSS would retain incident command.
9. For incidents on DOE-owned property that is licensed to the Kentucky Department of Fish and Wildlife Resources agency, incident command will be determined by mutual agreement between the PSS and District Officer in Charge.
10. For very large wild land fires that affect both licensed and non-licensed DOE property, the District will retain incident command, with the PSS serving as a DOE Site Incident Commander (with reporting responsibilities to the District Incident Commander) for incident response on non-licensed DOE-owned property.
11. For incidents outside of DOE property to which FPDP provides assistance to the District, the District will retain incident command.

IV. MOU Amendment/Termination

12. This MOU may be amended in writing by mutual agreements of the parties. Termination of this MOU requires the terminating party to provide 90 days written notice to the nonterminating parties. Termination notices will be communicated through contacts identified in Attachment A.

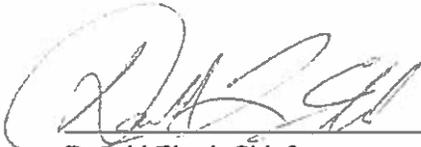
V. Implementation and Interpretation

13. This MOU is effective upon the latter date of the signature of the parties and shall remain effective through July 22, 2017, or through the termination date of any extension to Fluor Task Order DE-DT0007774, if that termination date is later than July 22, 2017, unless terminated pursuant to this MOU. In the event any particular provision(s) of this MOU is (are) rendered inoperative, the parties agree that the remaining provisions of this MOU shall survive and remain in full force and effect.

VI. Liability

14. Each party to this MOU agrees that it will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and/or omissions of another party and the results thereof. Each party agrees that it will assume all risk and liability to itself or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its employees under this MOU. No indemnification for any loss, claim, damage, or liability is intended or provided by any party to this MOU. The terms of this section shall survive the expiration or termination of this MOU.

VII. Signatures

 7/11/2016

Donald Elrod, Chief
West McCracken Fire District

 7/11/2016

Bob Smith
Paducah Program Manager
Fluor Paducah Deactivation Project

ATTACHMENT A

1. FPDP EMERGENCY REQUEST CONTACT

The 24/7 point of contact for FPDP emergency requests is as follows:

FPDP Plant Shift Superintendent (PSS)

Emergency Phone Line: 270-441-6333

PSS Business Phone: 270-441-6211

2. FPDP EMERGENCY MANAGEMENT PROGRAM CONTACT

The point of contact for the Emergency Management Program is as follows:

April Tilford

FPDP Emergency Management Program Manager

Office Phone: 270-441-6565

Cell Phone: 270-559-3450