



Department of Energy
National Nuclear Security Administration
Nevada Field Office
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JUN 28 2016

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NEVADA AGREEMENT IN PRINCIPLE (AIP) #DE-GM08-99NV13571

Enclosed for your records is a copy of the signed AIP between the state of Nevada and the National Nuclear Security Administration Nevada Field Office (NNSA/NFO). The NNSA/NFO appreciates the cooperation and hard work of all parties during the renegotiation of the AIP. This agreement became effective on June 22, 2016.

Please direct comments and questions to Carol Dinsman, of my staff, at (702) 295-2342.

Scott A. Wade
Assistant Manager
for Environmental Management

EMO:11870.CD

Enclosure:
As stated

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NFO Read File

**AGREEMENT IN PRINCIPLE
BETWEEN THE
NATIONAL NUCLEAR SECURITY ADMINISTRATION
AND THE STATE OF NEVADA
NUMBER DE-GM08-99NV13571**

THIS AGREEMENT IN PRINCIPLE (Agreement) is voluntarily entered into between the National Nuclear Security Administration Nevada Field Office (NNSA/NFO), under the authority of 42 U.S.C. 7101 et seq., and the State of Nevada (Nevada), under the authority of Nevada Revised Statutes 41, 278, 414, 439, 444, 445A, 445B, 445C, 445D, 459, and 590. This Agreement, upon its effective date of final signature, supersedes and replaces, in its entirety, the Agreement in Principle that was executed on June 2, 2011; which is in effect until June 30, 2016 unless otherwise extended or terminated pursuant to the provisions of this Agreement.

Nevada designates the Office of the Governor as the Agency Integrator to coordinate and integrate state policy matters with respect to the various state program activities under this Agreement. This coordination activity will not be funded by this Agreement. Nevada's Parties to the Agreement and designated Program Coordinators for these Parties are the Office of the Governor; the Department of Conservation and Natural Resources through the Nevada Division of Environmental Protection (NDEP), Chief, Bureau of Federal Facilities; and the Department of Public Safety through the Nevada Division of Emergency Management (NDEM), Chief of the NDEM; hereinafter referred to collectively as Nevada. Each Program Coordinator will be responsible for the development, management, and implementation of their respective programs funded by the associated grants.

The NNSA/NFO designates the Assistant Manager for Environmental Management (AMEM) as the Agency Integrator. Program Coordinators for NNSA/NFO for work program specific matters will be the Assistant Manager for Safety and Security (AMSS), Emergency Management Program Manager; and the AMEM, Environmental Management Operations (EMO) Manager; and the Assistant Manager for Site Operations (AMSO), Environmental Protection Manager, hereinafter referred to collectively as NNSA/NFO.

For matters dealing with activities defined in this Agreement, Nevada will coordinate with the designated NNSA/NFO point of contact (POC) or Agreement Coordinator.

Both NNSA/NFO and Nevada shall ensure implementation and coordination of the provisions of the Agreement. This Agreement shall not be used to obligate or commit funds or as a basis for the transfer of funds. The associated grants will be used for the transfer of funds. Nevada's Program Coordinators are responsible for coordinating with the appropriate NNSA/NFO Program Coordinators to ensure that activities conducted pursuant to this Agreement are accomplished in an efficient, cost-effective, and mutually beneficial manner. Priorities for activities to be funded under the purview of this Agreement will be coordinated with

NNSA/NFO Program Coordinators and reviewed quarterly to assess progress and to track expenditures of funding. Unless otherwise provided herein, all reports, documents, or notifications required by this Agreement will be submitted to the Agency Integrators and the appropriate Program Coordinators.

This Agreement reflects the understanding and commitments between the Parties regarding NNSA/NFO's provision of technical and financial support to Nevada for environmental, safety, and health oversight and associated monitoring activities for NNSA/NFO operations located in Nevada. The NNSA/NFO also commits to assist in emergency management initiatives to further protect the health and safety of both NNSA/NFO and contractor personnel as well as citizens in surrounding communities and areas in Nevada. Specifically, these operations occur at the Nevada National Security Site (NNSS), and NNSA/NFO sites on the Tonopah Test Range (TTR).

The intent of this Agreement is to work cooperatively to assure citizens of Nevada that the public's health and safety, as well as the environment, are protected. Nevada officials will verify the protection efforts through independent monitoring and oversight. This oversight will encompass only environmental cleanup activities that fall outside those encompassed by the scope of the *Federal Facility Agreement and Consent Order* (satisfying the corrective action requirements of the Resource Conservation and Recovery Act [42 U.S.C. §6901 et seq.]), which are separate from the responsibilities and obligations contained in this Agreement. The understanding between the Parties is further described in the attachments to this Agreement, which are incorporated herein by reference.

Attachment A – Nevada Division of Environmental Protection Activities
Attachment B – Nevada Division of Emergency Management Activities
Attachment X – Joint DOE/State Low-Level Waste (to include Mixed Low-Level Waste) Oversight Program

To achieve the objectives of the Agreement, the Parties have agreed as follows:

Commitments

1. Nevada's commitments are described in Attachments A, B and X. The intent of these commitments is to maintain public safety, environmental oversight, and emergency management programs that are comprehensive and coordinated with other federal and state agencies and public entities. Through independent oversight, Nevada will identify NNSA/NFO activities that may adversely impact the public's health and safety, or the environment. Nevada will, in the interest of facilitating a better understanding, communicate with concerned local and tribal governments and the public about health risks and environmental impacts associated with operations at NNSA/NFO sites in Nevada. The NDEM will provide preparedness activities to include planning, training, and exercise functions for Nevada communities in responding to any emergency associated with issues related to any NNSA/NFO incident.

2. The NNSA/NFO's commitments are described in the body of the Agreement and in Attachment X. The intent of these commitments is to establish and maintain comprehensive and integrated environmental, safety, and health programs for NNSA/NFO operations. These programs will be consistent with agreed-upon plans and schedules and will facilitate good communications among NNSA/NFO, the State, local governments, and Nevada citizens.

Regulatory Understandings

3. The Parties to this Agreement understand that the oversight activities authorized by this Agreement are intended to supplement activities conducted under applicable environmental laws and regulations. The Parties also agree that activities which otherwise might be regulatory in nature and for which fees would normally be assessed may be undertaken under this Agreement if the Parties mutually agree that it would be beneficial for these activities to be undertaken under this Agreement and the normally assessed fees are waived. Any regulatory activity determined to be appropriate to be undertaken through this Agreement will be incorporated into the applicable attachments. The Agreement is intended to support the activities of Nevada in working with the NNSA/NFO to evaluate the adequacy of NNSA/NFO activities and facilities related to environmental programs; to support State evaluation of these activities and facilities including monitoring of discharges, emissions, or biological parameters as necessary to verify the effectiveness of the NNSA/NFO programs; to monitor public health and safety aspects of NNSA/NFO activities; and to provide for effective emergency preparedness and response. The Agreement recognizes the continued need for Nevada to have access to NNSA/NFO facilities and to exchange relevant technical NNSA/NFO information with NNSA/NFO to support Nevada's environmental monitoring efforts and emergency preparedness/response activities.

4. The Parties to this Agreement understand that the Agreement does not represent an extension or enlargement of any regulatory authority that Nevada has under applicable laws.

5. In the event Nevada discovers any potential regulatory violation by NNSA/NFO, Nevada shall notify the appropriate NNSA/NFO organization(s). In the event that the potential violation involves imminent danger or hazard, the notification to NNSA/NFO will be made immediately. Notification to NNSA/NFO for all other potential violations will be made in a timely manner, sufficient to enable NNSA/NFO to meet any further notification requirements and implement any necessary responsive actions. In no instance shall the funding from the grants under the purview of this Agreement be used to conduct enforcement activities. If additional concerns and/or issue(s) associated with environment, safety, and health are identified during NNSS visits, Nevada will verbally notify the appropriate NNSA/NFO organization(s) of the concerns.

Financial Commitments

6. The NNSA/NFO and Nevada will take all necessary steps and use their best efforts to obtain timely funding to meet their commitments under this Agreement. The NNSA/NFO and Nevada will jointly assess the level of funding on a year-to-year basis. The annual funding level assessment will be based on NNSA/NFO funding allocations for that year, Nevada's timely

submittal of an annual proposed scope of work, and consideration of actual expenditures from the previous program year. The Parties' performance under this Agreement is subject to the availability and obligation of funds. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

7. The NNSA/NFO will provide resources to Nevada to support the State's evaluation of NNSA/NFO's emergency preparedness and response capabilities and environmental programs and monitoring activities for NNSA/NFO sites located in Nevada as outlined in Attachments A and B, and for other Nevada actions as outlined in Attachment X. The NNSA/NFO will provide resources to Nevada as described in Paragraph 6. The parties to this Agreement understand that a portion of the financial resources provided by the NNSA/NFO under this Agreement are provided in place of the fees required by NAC 444.8452 and NAC 444.845(1). Therefore, the NNSA/NFO is not required to provide any additional resources beyond what is provided in this Agreement to satisfy NAC 444.8452 and NAC 444.854(1). The NNSA/NFO will submit any other fees required under applicable NRS or NAC requirements separately and in addition to the resources provided under this Agreement. The NNSA/NFO will provide technical support requested by Nevada, to the extent it has such technical capability available. This Agreement shall not be used to commit or obligate funds or as the basis for transfer of funds. All of the federal funds shall be provided by NNSA/NFO to Nevada pursuant to the issuance of a grant(s) instrument in accordance with DOE Financial Regulations. In case of any conflict, the grant provisions shall apply.

8. Nevada understands that the use of funds authorized by the associated grants is for services, personnel, and equipment that are directly related to Agreement activities. Nevada shall not use grant funds to support activities not related to the Agreement program. To the extent that personnel, equipment or services are used for both Agreement and non-Agreement activities, Nevada shall allocate its costs and charge to the grant only that portion of the cost of personnel, equipment, or services used to support Agreement program activities.

9. Nevada shall use funding provided under the associated grant to support training and travel activities which are directly related to the program activities developed and implemented pursuant to this Agreement. Funds provided to Nevada pursuant to the associated grant may also be used by Nevada to hire subcontractors for non-State services to develop, implement, or fulfill Nevada obligations under this Agreement, as long as those services are directly related to the program activities developed and implemented pursuant to this Agreement. The NNSA/NFO will provide a list of training requirements (subject to periodic update) that Nevada personnel must fulfill to meet health/safety and site access requirements, as well as a list of courses NNSA/NFO will provide and an estimate of cost. At the beginning of Nevada's fiscal year, Nevada will provide documentation that relevant training has been completed by each of its employees who perform tasks pursuant to this Agreement.

Resource Commitments

10. The NNSA/NFO will provide resources to Nevada to support Nevada's independent evaluation of programs for monitoring air, groundwater, surface waters, soils, cultural and archeological resources, biological parameters at and in the vicinity of NNSA/NFO sites located in Nevada. Nevada's evaluation of NNSA/NFO's environmental monitoring programs for the NNSA/NFO sites may include, as appropriate, review of the following activities or systems relating to environmental monitoring: monitoring protocol, system design, construction, operations, and maintenance; sampling methodology, locations, frequency, procedures, and parameters; quality assurance and quality control (QA/QC) methodology, plans, and implementation; data collection, verification, and management systems; chain-of-custody procedures, and implementation; and reporting methods. The NNSA/NFO will support periodic Nevada monitoring of discharges, emissions and biological parameters as necessary to verify the effectiveness of NNSA/NFO's monitoring programs. Nevada will have access to environmental monitoring data subject to applicable security requirements. The NNSA/NFO will provide resources to Nevada to support emergency response programs and activities that relate to NNSA/NFO activities in the state. Such support includes coordination between plans, notifications, responses, emergency operations centers, and other emergency response activities to ensure compatibility and integration in response to NNSA/NFO related events in the state.

11. In accordance with the applicable DOE Orders, NNSA/NFO will continue to implement an appropriate monitoring plan for groundwater on and adjacent to the NNSS. The NNSA/NFO, in cooperation with Nevada, will continue its environmental monitoring activities with annual review of current monitoring systems identifying mutually agreed upon changes as required.

12. The NNSA/NFO will provide Nevada all information associated with release exceeding reportable quantities as defined in applicable regulations, formal agreements, or memorandum of understanding and in accordance with applicable laws of hazardous substance, pollutants, contaminants, and radioactive materials from the NNSS, NNSA/NFO's activities at the TTR, and other locations in the state of Nevada.

13. The NNSA/NFO will have the opportunity to take split samples for sampling activities identified in the Agreement.

14. The NNSA/NFO will make office space available at the NNSS for Nevada representatives to carry out the provisions of this Agreement. The office space for Nevada employees will be made available throughout the term of this Agreement at no cost to Nevada.

Site Access

15. All personnel must be badged to obtain access to NNSA/NFO sites. Individuals being badged must be U.S. citizens; otherwise, they must be vetted through the foreign national visitor control process. Most personnel will be issued uncleared badges. However, when an administrative determination has been made that a State of Nevada employee's duties or position require access to classified NNSA/NFO information or Special Nuclear Material, a request for access authorization or security clearance will be submitted to the NNSA/NFO. Such a

determination will require Nevada employees go through a background investigation. The NNSA/NFO will process security clearances for each Nevada organization, subject to needs and availability of funds. The type of access authorization that is requested is determined by the type and level of classified matter the individual will need access to in performance of their official duties. The NNSA/NFO will use its best efforts to expedite the review and processing of security clearance applications of Nevada employees. Nevada employees may obtain required authorizations permits (e. g., property, camera), to the extent necessary to perform activities conducted pursuant to this Agreement, following submittal of a request for NNSA/NFO review and approval.

16. Nevada will comply with all federal, state, and local regulations when performing work at the NNSA and other DOE sites in Nevada. Nevada will comply with applicable DOE, NNSA, and NNSA/NFO Orders, policies, procedures and guidance at NNSA/NFO facilities.

Reservation of Rights

17. This Agreement will in no way diminish or otherwise affect Nevada's authority to fully carry out its rights and responsibilities under applicable laws and regulations nor will it affect NNSA/NFO's ability or right to raise any defenses available under law in the event that Nevada may initiate an administrative or judicial enforcement action against NNSA/NFO. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.

Dispute Resolutions

18. In the event of any conflict involving activities conducted pursuant to this Agreement, NNSA/NFO and Nevada will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective NNSA/NFO and Nevada organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective Program Coordinators. If a mutually satisfactory resolution still cannot be achieved, the matter will then be presented to the Agency Integrators. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.

Reporting

19. Nevada shall submit a written Annual Performance Report within ninety (90) days after the end of the state fiscal year. The report should summarize the results of its accomplishments towards meeting the objectives established for that fiscal year. Prior to the end of the state fiscal year, Nevada shall identify the proposed scope of work and expenditures for the coming year. In addition, progress reports shall be completed on a quarterly basis and submitted within thirty (30) days after the end of the quarter. Reports shall contain concise but substantive information including work status and accomplishments achieved.

20. The NNSA/NFO will meet periodically with representatives of Nevada to ensure that the exchange of data and information compiled is pursuant to this Agreement. These meetings may also include reports or briefings, as agreed by the Parties, regarding the status of activities at NNSA/NFO sites located in Nevada. Either Nevada or NNSA/NFO can request a meeting or conference be held.

21. The NNSA/NFO will promptly furnish Nevada with the *Annual Site Environmental Report* on the environmental monitoring data for NNSA/NFO sites located in Nevada. Other NNSA/NFO environmental monitoring data reports will be released to Nevada within ninety (90) days after receipt from the laboratory and completion of the appropriate level of review and QA/QC validation. Upon receipt by Nevada, NNSA/NFO also intends to release a copy of the un-validated data at the same time the validated data is released to Nevada. If NNSA/NFO is unable to release data within ninety (90) days, NNSA/NFO will promptly notify Nevada and explain the circumstances related to the timing of the release, and provide an estimated time frame for the release of the data.

Classified and Confidential NNSA/NFO Information

22. As requested by Nevada, the NNSA/NFO will clarify and provide a written explanation to Nevada of the “need-to-know” security information requirements specified in NNSA/NFO and other Federal security requirements governing classified and sensitive unclassified information (e. g., 10 C.F.R. Parts 1016 and 1017, Executive Order 12356, etc.) that apply to access to certain types of information or areas at NNSA/NFO sites located in Nevada.

23. Personnel designated by Nevada as requiring DOE “Q” clearances who have subsequently been issued such clearances by the NNSA/NFO shall be eligible for access to classified information on a “need-to-know” basis. Only responsible NNSA officials, with the authority to do so, may make the determination of the “need-to-know.” Recipients of the information are responsible for protecting all classified information to which they have access or custody.

24. The NNSA/NFO will ensure that Nevada has access to all monitoring data relating to NNSA/NFO sites located in Nevada generated by or available to the NNSA/NFO. In carrying out the provisions of this Agreement, the Parties will comply with applicable security laws and regulations, Privacy Act and Freedom of information Act requirements, and trade secret, patent, and related confidentiality requirements. Information designated by NNSA/NFO as “classified” in accordance with applicable laws, regulations, or executive orders or which otherwise is entitled to confidentiality under applicable laws, regulations, or orders shall not be released by Nevada unless authorized by NNSA/NFO pursuant to applicable laws, regulations, or executive orders. Any classified or sensitive unclassified information released under DOE access authorization must also be protected in accordance with applicable laws, regulations, and orders. Documents provided by either party under this Agreement shall be, unless otherwise agreed by the Parties and consistent with applicable laws and regulations, agency documents representing the Parties’ considered position on the issues addressed therein. Where NNSA/NFO has determined, pursuant to applicable laws and regulations, that information or documents are

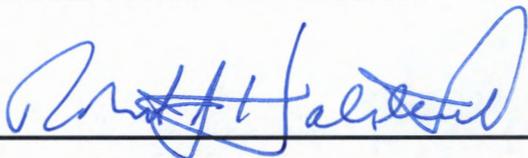
entitled to confidentiality, Nevada will be provided access to view only, but not copies of, such information or documents until it provides the NNSA/NFO with written assurance that Nevada will maintain the confidentiality of such information or documents, at which time copies will be provided to Nevada. Nothing in this Agreement shall affect the rights the Parties may have under the Freedom of Information Act or other applicable laws and regulations.

Modification and Termination

25. This Agreement shall continue in effect from the date of the signature of the last party to sign the Agreement, through June 30, 2021, and may be extended as mutually agreed. The Parties agree that they will review the terms, and activities of the Agreement annually to evaluate the effectiveness of services provided under this Agreement and to determine if any modifications are necessary. This Agreement shall only be amended or terminated prior to the termination date by the written mutual agreement of BOTH Parties, provided that it is consistent with the laws and regulations applicable to the grant. This Agreement may be suspended or terminated by the DOE, in whole or in part, if NNSA/NFO determines that Nevada is not in compliance with the terms and conditions of the Grant Provisions and provides Nevada ninety (90) days prior written notice specifying such noncompliance and Nevada's right to appeal.

NOW, THEREFORE, the Parties hereto have signed this Agreement in recognition of their pledge of mutual best efforts to achieve through cooperation and negotiation in good faith the understanding set forth above.

FOR THE STATE OF NEVADA:



6-6-2016

Robert J. Halstead, Executive Director
Nevada Agency for Nuclear Projects
Office of the Governor

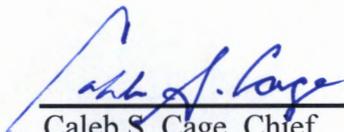
Date



6/6/16

David Emme, Administrator
Nevada Division of Environmental Protection

Date



6/3/16

Caleb S. Cage, Chief
Nevada Division of Emergency Management

Date

FOR THE NNSA/NFO:



6.22.16

Steven J. Lawrence, Manager
National Nuclear Security Administration Nevada Field Office

Date

Attachment A
Department of Conservation and Natural Resources
through the
Nevada Division of Environmental Protection

The following activities are under way or will be implemented to support monitoring of air, groundwater, surface water, and waste management activities to provide an independent evaluation of environmental conditions for use in determining compliance with applicable state and federal requirements. Monitoring results may be used to make recommendations for other concerns at NNSA/NFO operations located in Nevada. Monitoring activities and analysis shall be governed by applicable federal and state standards and practices or other mutually agreed upon standards and practices.

The following describes the independent monitoring and verification activities to be conducted by the Nevada Division of Environmental Protection (NDEP).

1. On-site Discharges:

a. Surface Water Monitoring

- (1) Review the current monitoring systems and recommend changes as necessary.
- (2) Continue its monitoring activities and review of NNSA/NFO generated data.
- (3) Evaluate ongoing on-site water pollution control and treatment facilities for conformance with approved design and operational parameters. As appropriate, review any new proposed water pollution control facilities for conformance with state regulations and facilitate any permitting actions associated with these facilities.
- (4) If necessary, augment its current monitoring program to include periodic sampling of on-site discharges, including discharges to on-site impoundments, to and from on-site wastewater treatment facilities, from stormwater outfalls, and from on-site springs and seeps.

2. Groundwater Monitoring:

- a. Review the current groundwater monitoring system and provide recommendations, as appropriate. The analysis will include, but will not be limited to, examination of the location, depth, sampling practice, and well construction.
- b. Continue its current monitoring activities and review NNSA/NFO generated data.

- c. Review any ongoing NNSA/NFO studies evaluating groundwater and contaminant movements.

3. Low-Level Waste to include Mixed Low-Level (MLLW) Oversight

NDEP will implement the actions defined in Attachment X.

4. Waste Management

- a. As appropriate, review and evaluate ongoing solid and hazardous waste management activities and as appropriate, review any new proposed or amended existing solid or hazardous waste facilities and facilitate any permitting actions associated with these facilities.
- b. Review new proposed NNSA/NFO and other federally-funded tenant activities, consistent with NNSA's role as landlord, for environmental concerns associated with hazardous and mixed waste.

5. Major Program Proposals

Review and, as appropriate, comment on all major NNSA/NFO proposed actions that have an impact on NNSA/NFO programs, including DOE complex-wide actions as well as NNSA/NFO activities, in topical areas such as National Environmental Policy Act (NEPA), transportation, technology development planning, etc.

6. Historic Preservation and Archeological Evaluations

Incorporate the State Historic Preservation Officer's scope of work into NDEP's work plan to ensure the timely initiation and review of cultural and archeological evaluations.

7. Environmental Monitoring Program and Report

Prepare a work plan for environmental monitoring and activities as described in this Attachment. Such plans shall be provided to NNSA/NFO for review and consultation. The final scope of work will be mutually agreed upon.

8. Sampling

The NDEP will have the opportunity to take split samples for sampling activities identified in the Agreement. The Parties to the Agreement understand that in the event NDEP anticipates that an independent sampling event(s) could generate hazardous waste and/or hazardous mixed waste, NDEP will promptly notify NNSA/NFO prior to the sampling event(s). The Parties will then meet to discuss issues related to responsibility for the proper handling, storage, and disposal of any waste generated, including but not limited to, issues concerning the title to the material, potential fees for disposal, and any other relevant regulatory issues

(e.g., land disposal restrictions and storage capacities). The Parties agree to finalize a plan for the treatment, storage, and disposal for NDEP-generated waste under this Agreement prior to NDEP generating such waste.

9. Safe Drinking Water

- a. Provide enhanced oversight of NNSA/NFO's compliance with the Safe Drinking Water Program.
- b. Sample, and ensure NNSA/NFO has the opportunity to take split samples of, permitted drinking water supplies and provides results of the laboratory analyses to NNSA/NFO.
- c. Review plans and specifications submitted for public health engineering projects.

Attachment B
Department of Public Safety
through the
Nevada Division of Emergency Management

The coordination activities and commitments to follow will be accomplished by the NDEM in support of NNSA/NFO, AMSS and their test sites located in Nevada.

The following coordination of emergency management capabilities and participation in emergency response and preparedness activities may be performed under the terms of this Agreement consistent with specific priorities agreed upon between NDEM and AMSS officials:

1. Emergency Operations Center (EOC)

Develop procedures and operational capabilities ensuring compatibility between the state, local, and NNSA/NFO EOC. This will include integrated EOC activation, response, and recovery plans that include, but are not limited to, use of a standardized response protocol, resource list, mutual aid agreements, notification requirements, and coordinating roles and responsibilities. Each EOC will identify a 24-hour point of contact.

2. Communication Systems

Incorporate compatible communication systems, including computers, telephones, and radios, between NDEM, local, and NNSA/NFO EOCs so that required contact can be maintained during emergency situations.

3. Emergency Preparedness and Response

Ensure compatibility and integration of emergency mitigation, preparedness, response, and recover activities that provide for a comprehensive approach to hazard identification, consequence assessment, resource identification, preliminary damage assessment, etc. Of particular importance will be the identification of local, state, and federal roles during NNSA/NFO related emergencies and the participation within federal lead agencies.

4. Training

- a. Develop comprehensive training programs relative to preparedness, response, and recovery activities in conjunction with NNSA/NFO related emergencies. NNSA/NFO will provide training to response and coordination personnel, as requested, and may assist in the development of programs to address any extraordinary needs identified by NDEM. This training will be delivered to Nevada communities in preparation of any emergency associated with an NNSA/NFO incident.

- b. The NDEM will work with AMSS to ensure that training provided by NNSA/NFO is properly accredited to meet Nevada certification requirements.

5. Exercises

The NDEM will work in conjunction with AMSS in developing and conducting exercises that will test the preparedness and readiness capabilities of participating Nevada communities.

6. Agreements

The NDEM will coordinated closely with AMSS to prepare emergency management agreements incorporating mitigation, preparedness, response, and recovery activities with Nevada communities and government agencies in close proximity to the NNSS.

7. Emergency Preparedness Working Group (EPWG) Grant Administration

The NDEM will administer the EPWG Grant program. NDEM will be the lead agency for all EPWG activities, to include review and approval of the annual work scope and funding provided to the counties. It is NNSA/NFO's intent that all involved counties will work directly with the NDEM, and that the Chief of the NDEM, or his appointed point of contact, will be the interface between the NDEM and the NNSA/NFO. The NNSA/NFO retains the authority to approve or remove any item from the proposed scope for each fiscal year based upon whether it does/does not meet the Grant Purpose or Scope of the Grant.

Attachment X

Joint DOE/State Low-Level Waste (to include MLLW) Oversight Program

This attachment reflects the understanding and commitments between the Parties regarding activities under joint DOE/State oversight of the Low-Level Waste (LLW) Program at the Nevada National Security Site.

The following describes the roles of NNSA/NFO and the State of Nevada with regard to this effort.

1. Nevada Division of Environmental Protection (NDEP) will:

- a. Review and provide comment on documents such as, but not limited to DOE-issued Corrective Action Reports to generators, recommendations made to generators, procedures, and requirements for generators.
- b. Review DOE's LLW operations at the NNSS with respect to applicable criteria identified in DOE Order 435.1 or its successor and associated guidance, or subsequent applicable requirements, guidance, and the NNSS Waste Acceptance Criteria, DOE/NV--325.
- c. Review the NNSS LLW program for ensuring the adequacy of procedures used by waste generators to characterize LLW and for certifying compliance with the NNSS waste acceptance criteria.
- d. Evaluate, through assessments and reviews, NNSS LLW management facilities and operations.
- e. Review and comment on adequacy of waste generating organization determinations and documentation of what material meets the DOE definition of, and should be managed as, low-level waste.
- f. Evaluate DOE LLW management records maintained on-site at the NNSS.
- g. Review and provide comments on technical and operational documents associated with the LLW Program at the NNSS.
- h. Evaluate consistency and compliance in the implementation of applicable DOE Orders and Standard Operating Procedures applicable to LLW management.
- i. Provide quarterly reports to NNSA/NFO regarding the status of state activities concerning the oversight of the LLW Program at the NNSS.

2. NNSA/NFO will:

- a. Provide notification to NDEP of LLW shipment schedules, allowing NDEP participation in monitoring the receipt of waste.
- b. Provide formal response to issues formally identified by NDEP.
- c. Provide NDEP staff site access, during normal duty hours, and appropriate training to enable NDEP personnel to actively monitor the LLW management process.
- d. Provide to appropriately cleared NDEP staff, consistent with national security requirements under the Atomic Energy Act, information about classified waste for review.
- e. An incident requiring reporting is defined as a traffic accident affecting the waste load itself or a traffic-related event, such as a load shift resulting in termination of the shipment or re-loading of the waste, or a reported leaking/breached package which occurs during transportation of a LLW or MLLW to the NNSS. Traffic-related events are those that occur either on an active roadway/highway or in a parking/rest/refueling area. Items not required to be reported include: flat tires, minor fender benders that don't impact the waste.

Provide NDEP verbal notification within one hour of being notified of an incident involving a LLW or MLLW truck in route to the NNSS regardless of the location the incident occurs throughout the United States. DOE will make this notification by call to the designated Bureau of Federal Facilities (BFF) point-of-contact provided to NNSA/NFO by NDEP, or if the designee is not reachable, to the NDEP Hotline (888-331-6337). NDEP shall notify other state agencies as deemed appropriate. The verbal notification will be followed up with an email to the BFF point-of-contact within twenty-four (24) hours of the incident.

If a reportable release to the environment occurs per NAC 445A.347, NNSA/NFO will ensure the release is reported to the NDEP Hotline (888-331-6337) as per the reporting requirements and further ensure all follow-up reporting is completed, as required.

During off-hours, notification will be provided to the BFF point-of-contact as soon as practical the next working day unless the incident occurs in Nevada in which case it will be reported to the NDEP Hotline regardless of whether or not a reportable spill has occurred.

Provide a written notification of an incident outlining the cause of the event and submit this notification to BFF within seven (7) working days of the event.

Ensure Carriers transporting waste to the NNSS meet both Department of Transportation (DOT) and Department of Energy (DOE) requirements. Carriers will comply with the

DOE National Transportation Program. Additionally, Carriers are subject to DOT compliance reviews, road side inspections, and other Federal, State and local requirements.