

AGREEMENT IN PRINCIPLE  
BETWEEN THE DEPARTMENT OF ENERGY  
AND THE STATE OF NEVADA  
DE-GM08-99NV13571

THIS AGREEMENT IN PRINCIPLE (Agreement) is voluntarily entered into between the U.S. Department of Energy, Nevada Operations Office (DOE/NV), 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, 117, 118, 278, 414, 439, 444, 445, 459, 486, 590, and 461. This Agreement supersedes the Agreement in Principle executed on June 1, 1993.

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 of Federal Facilities; the Department of Motor Vehicles and Public Safety through the Nevada Division of Emergency Management (DEM), Chief of the DEM; and the Department of Human Resources through the Nevada State Health Division (NSHD), Health Protection Services, Manager of the Radiological Health Section; 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 DOE/NV designates the Assistant Manager for Environmental Management (AMEM) as the Agency Integrator. Program Coordinators for DOE/NV for work program specific matters will be the Assistant Manager for National Security, Emergency Management Division (EMD), Division Director; Assistant Manager for Technical Services, Environment, Safety and Health Division (ESHD), Division Director; Assistant Manager for Environmental Management, Waste Management Division (WMD), Division Director; and the Assistant Manager for Environmental Management, Environmental Restoration Division (ERD), Division Director; hereinafter referred to collectively as DOE/NV. The DOE/NV's Program Coordinator for issues associated with Tonopah Test Range (TTR) will be the Manager, Kirtland Area Office (KAO) through the Senior Science and Technical Advisor.

For matters dealing with activities defined in this Agreement, Nevada will coordinate with the designated DOE/NV point of contact (POC) or Agreement Coordinator. Nevada officials, in carrying out the provisions of this Agreement at TTR, may contact technical counterparts at KAO only after notification of the DOE/NV ERD Director. Such direct contact will be for the purpose of technical clarification or data provision. Policy matters will not be addressed. For matters dealing with TTR, the Director of ERD will coordinate with the Manager of KAO through the KAO Senior Science and Technical Advisor.

Both DOE/NV and Nevada shall ensure implementation and coordination of the provisions of this 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 DOE/NV 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 DOE/NV 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 the Agreement will be submitted to the Agency Integrators and the appropriate Program Coordinators.

This Agreement reflects the understanding and commitments between the parties regarding DOE/NV's provision of technical and financial support to Nevada for environmental, safety, and health oversight and associated monitoring activities for DOE/NV operations located in Nevada. The DOE/NV also commits to assist in emergency management initiatives to further protect the health and safety of both DOE/NV and contractor personnel as well as citizens in surrounding communities and areas in Nevada. Specifically, these operations occur at the Nevada Test Site (NTS), DOE/NV sites on the TTR, and other DOE/NV locations in Nevada (including the Project Shoal Area and the Central Nevada Test Area).

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 State Health Division Activities
- Attachment C - Nevada Division of Emergency Management Activities
- Attachment D - Federal Grant Forms
- Attachment X - Joint DOE/State 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-D and X. The intent of these commitments is to maintain public health, 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 DOE/NV 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 DOE/NV sites in Nevada. The DEM 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 DOE/NV incident.

2. The DOE/NV'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 DOE/NV operations. These programs will be consistent with agreed-upon plans and schedules and will facilitate good communication among DOE/NV, 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 DOE/NV to evaluate the adequacy of DOE/NV 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 DOE/NV programs; to monitor public health and safety aspects of DOE/NV activities; and to provide for effective emergency preparedness. The Agreement recognizes the continued need for Nevada to have access to DOE/NV facilities and to exchange relevant technical information with DOE/NV to support Nevada's environmental and public health monitoring efforts and emergency preparedness 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 DOE/NV, Nevada shall notify the appropriate DOE/NV Division and refer any issues arising from the identified discovery to the appropriate Nevada enforcement authority. In the event that the potential violation involves imminent danger or hazard, the notification to DOE/NV will be made immediately. Notification to DOE/NV for all other potential violations will be made in a timely manner, sufficient to enable DOE/NV to meet any further notification requirements and implement any necessary responsive

actions. To the greatest extent possible within the constraints of staffing, enforcement responsibilities will be implemented through State of Nevada entities/staff other than those involved in discovery/identification of the potential regulatory violation. Potential violations under the purview of NDEP shall be referred by the NDEP Bureau of Federal Facilities to the appropriate NDEP enforcement staff outside of the Bureau of Federal Facilities for further action. Potential violations under the purview of NSHD shall be referred to appropriate NSHD management for further action. 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 issues(s) associated with environment, safety, and health are identified during NTS visits, Nevada will verbally notify DOE/NV Site Operations Division (SOD) and the appropriate DOE/NV Division of the concerns.

### **Financial Commitments**

6. The DOE/NV and Nevada will take all necessary steps and use their best efforts to obtain timely funding to meet their commitments under this Agreement. The DOE/NV and Nevada will jointly assess the level of funding on a year-to-year basis. The annual funding level assessment will be based on DOE/NV 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 DOE/NV will provide resources to Nevada to support the State's evaluation of DOE/NV's public health, emergency preparedness, and environmental programs and monitoring activities for DOE/NV sites located in Nevada as outlined in Attachments A, B, and C, and for other Nevada actions as outlined in Attachment X. The DOE/NV will provide resources to Nevada as described in Paragraph 6. The DOE/NV 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 the transfer of funds. All of the federal funds shall be provided by DOE/NV to Nevada pursuant to the issuance of a grant(s) instrument in accordance with the DOE Financial Assistance Rule, 10 C.F.R. Subpart H, Part 600. This Agreement shall be incorporated by reference into any grant(s) associated with this Agreement. In case of any conflict, the grant provisions shall apply.
8. Nevada understands that the use of funds authorized by the associated grants are for services, personnel, and equipment that are directly related to Agreement program 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 DOE/NV 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 DOE/NV 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 DOE/NV will provide resources to Nevada to support Nevada's independent evaluation of programs for monitoring air, groundwater, surface waters, soils, cultural and archeological resources, and biological parameters at and in the vicinity of DOE/NV sites located in Nevada. Nevada's evaluation of DOE/NV's environmental monitoring programs for the DOE/NV 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 DOE/NV will support periodic Nevada monitoring of discharges, emissions and biological parameters as necessary to verify the effectiveness of DOE/NV's monitoring programs. Nevada will have access to environmental monitoring data subject to applicable security requirements. The DOE/NV will provide resources to Nevada to support emergency response programs and activities that relate to DOE/NV 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 DOE/NV related events in the state.
11. In accordance with the applicable DOE Orders, DOE/NV will continue to implement an appropriate monitoring plan for groundwater on and adjacent to the NTS. The DOE/NV, in cooperation with Nevada, will continue its environmental monitoring activities with an annual review of current monitoring systems identifying mutually agreed upon changes as required.
12. The DOE/NV will provide Nevada all information associated with releases 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 NTS, TTR, and other locations in the state of Nevada.

13. The DOE/NV will have the opportunity to take split samples for sampling activities identified in the Agreement.
14. The DOE/NV will make office space available at NTS 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. Site access requirements for DOE/NV sites vary, depending on the level of clearance required. The level of clearance a Nevada employee requires will dictate the training they must attend. Nevada employees requiring either an "L" or "Q" badge must go through a Background Investigation. The DOE/NV will process security clearances for each Nevada organization, subject to needs and availability of funds. The DOE/NV will use its best efforts to expedite the review and approval of security clearance applications of Nevada employees. The DOE/NV will provide a list of training requirements (subject to periodic update) that Nevada personnel must fulfill to meet access requirements. Nevada employees will obtain necessary property, sample, camera, and other authorizations to enable performance of activities conducted pursuant to this Agreement.
16. Nevada will comply with all federal, state, and local regulations when performing work at the NTS and other DOE sites in Nevada. Nevada will comply with applicable DOE Orders, DOE policies, and NTS procedures and guidance at DOE/NV 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 DOE/NV'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 DOE/NV. 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 Resolution**

18. In the event of any conflict involving activities conducted pursuant to this Agreement, DOE/NV and Nevada will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective DOE/NV 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 fiscal year. The report should summarize the results of its accomplishments towards meeting the objectives established for that fiscal year, a comparison of the proposed expenditures with the actual expenditures, and 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 but not necessarily limited to the information outlined on the Quarterly Progress Report format included as an attachment to Form DOE F4600.2, Federal Assistance Reporting Checklist, which is part of the grant.
20. The DOE/NV 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 DOE/NV sites located in Nevada. Either Nevada or DOE/NV can request a meeting or conference be held.
21. The DOE/NV will promptly furnish Nevada with the *Annual Site Environmental Report* on the environmental monitoring data for DOE/NV sites located in Nevada. Other DOE/NV 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, DOE/NV also will release a copy of the unvalidated data at the same time the validated data is released to Nevada. If DOE/NV is unable to release data within ninety (90) days, DOE/NV 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 Information**

22. As requested by Nevada, the DOE/NV will clarify and provide a written explanation to Nevada of the “need-to-know” security information requirements specified in DOE/NV and other Federal security requirements governing classified and sensitive unclassified information (e.g., 10 C.F.R. Parts 1016 and 1017, Executive Order 12356, and DOE Order 5635.1A) that apply to access to certain types of information or areas at DOE/NV sites located in Nevada.
23. Personnel designated by Nevada as requiring DOE “Q” clearances who have subsequently been issued such clearances by the DOE/NV shall be eligible for access to classified information on a “need to know” basis. Only responsible DOE 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 DOE/NV will ensure that Nevada has access to all monitoring data relating to DOE/NV sites located in Nevada generated by or available to DOE/NV. 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 DOE/NV 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 DOE/NV pursuant to applicable laws, regulations, or executive 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 DOE/NV 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 DOE/NV 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.

### **Modifications and Termination**

25. This Agreement shall continue in effect from July 1, 1999, through June 30, 2004, and may be extended as mutually agreed. The parties agree that they will review the terms, activities, and funding levels 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 by the written mutual agreement of both parties, provided that it is consistent with the laws and regulations applicable to the grant. The DOE/NV’s funding obligations under this Agreement may be suspended or terminated by the DOE, in whole or in part, if DOE/NV 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:

\_\_\_\_\_  
Office of the Governor  
Victoria Soberinsky  
Deputy Chief of Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter G. Morros, Director  
Department of Conservation and Natural Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte Crawford, Director  
Department of Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary E. Guinan, MD, Ph.D  
State Health Officer  
Nevada State Health Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
XX, Director  
Department of Motor Vehicles and Public Safety

\_\_\_\_\_  
Date

FOR THE U.S. DEPARTMENT OF ENERGY:

\_\_\_\_\_  
G. W. Johnson, Manager  
Nevada Operations Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael J. Zamorski, Manager  
Kirtland Area Office  
Albuquerque Operations 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 DOE/NV operations located in Nevada. Monitoring activities and analysis shall be governed by applicable federal and state standards and practices or other 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 DOE/NV 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.

b. Review “Notifications of Release” and evaluate subsequent corrective actions

## 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 of DOE/NV generated data.
- c. Review any ongoing DOE/NV Defense Programs (DP) studies evaluating groundwater and contaminant movements and the closure activities associated with the approximately 4,000 historic boreholes.

## 3. Air Quality Monitoring

- a. Review the current air monitoring systems in place and subsequent National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Subpart H reporting, and provide recommendations, as appropriate.
- b. NDEP Bureau of Federal Facilities (BoFF) will work with the NDEP Bureau of Air Quality (BAQ) to become aware of DOE/NV's comprehensive inventory of air emissions regulated under applicable federal and state requirements and permits.
- c. As appropriate, evaluate air emission sources in the field and facilitate DOE/NV permitting actions with NDEP BAQ.

## 4. Low-Level Waste (LLW) Oversight

NDEP will implement the actions defined in Attachment X.

## 5. Waste Management

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

## 6. Major Program Proposals

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

7. 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.

8. Environmental Monitoring Program and Report

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

9. 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 DOE/NV 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.

**Attachment B****Department of Human Resources  
through the  
Nevada State Health Division**

The NSHD oversight activities will occur in three major program areas: (1) Radiological Health Oversight including oversight of DOE/NV low-level radioactive waste (LLW) operations and participation in Radiological Emergency Response Planning and Training, (2) Public Health Engineering Oversight, and (3) General Public/Worker Health Oversight.

The following describes the oversight activities applicable to all program areas:

1. Radiological Health

a. Assess Potential Public Health Impacts

- (1) Validate DOE/NV sampling results.
- (2) Determine the extent of potential or actual off-site releases.
- (3) Assist in evaluating the effectiveness of existing environmental surveillance systems.
- (4) Provide annual NSHD environmental public health sampling plan to DOE/NV.
- (5) Provide verbal notification of sampling activities.
- (6) Provide a copy of sample analyses to DOE/NV within twenty (20) working days after the analyses are received by the NSHD.
- (7) As appropriate, take split samples for sampling activities identified in the Agreement. The parties to the Agreement understand that in the event NSHD anticipates an independent sampling event(s) could generate hazardous waste and/or mixed waste, NSHD will promptly notify DOE/NV prior to the sampling event(s). The parties will address the proper handling, storage, and disposal of any waste to be 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 treatment, storage, and disposal of NSHD-generated waste under this Agreement prior to NSHD generating such waste.

b. Document Review

Review and offer comments on documents, and other information relating to environmental public health sampling results, radionuclide transport modeling, and other related activities.

c. Radiological Source Term Assessment

Evaluate actual or potential releases of radioactive materials to the environment based on DOE/NV provided data concerning the types, amounts, and locations of radioactive materials at the NTS and the TTR.

d. Joint DOE/NV Oversight of LLW Operations

The NSHD will identify and develop a list of specific activities focused on nonregulatory oversight of safety and health issues associated with DOE/NV's LLW operations. To accomplish this, NSHD will work in cooperation with DOE to identify specific activities to be included in the annual NSHD work scope.

e. Radiological Emergency Response Planning and Training

(1) Conduct radiological emergency response activities associated with DOE/NV locations in Nevada in coordination with NDEM.

(2) Participate with DOE/NV, appropriate municipal, county, and state agencies and organizations in radiological emergency response planning and training with respect to DOE/NV activities.

(3) Participate with DOE/NV in exercises and capability development functions related to emergencies at DOE/NV sites in Nevada.

2. Public Health Engineering

a. Provide enhanced oversight of DOE/NV's compliance with the Safe Drinking Water Program.

b. Sample, and ensure that DOE/NV has the opportunity to take split samples of, permitted drinking water supplies and provide results of laboratory analyses to DOE/NV.

c. Review plans and specifications submitted for public health engineering projects.

3. General Public and Worker Health Oversight
  - a. The NSHD may assess the need for health studies of the people of Nevada from past and present operations at DOE/NV sites in Nevada. If the NSHD determines that a health study is desired, NSHD will advise DOE/NV.
  - b. NSHD will provide nonregulatory oversight with respect to worker health and safety associated with radiological materials management related to DOE/NV activities at DOE/NV facilities in Nevada.

## Attachment C

### Department of Motor Vehicles and Public Safety through the Nevada Division of Emergency Management

The coordination activities and commitments to follow will be accomplished by the DEM in support of the DOE/NV, Emergency Management Division (EMD) and their test sites located in Nevada.

The following coordination of emergency planning activities may be performed under the terms of this Agreement consistent with specific priorities agreed upon between DEM and EMD officials:

1. Emergency Operations Center (EOC)

Develop procedures and operational capabilities ensuring compatibility between the state, local, and DOE/NV EOCs. 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 communications systems, including computers, telephones, and radios, between DEM, local, and DOE/NV 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 recovery 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 DOE/NV related emergencies and their participation within federal lead agencies.

4. Training

- a. Develop comprehensive training programs relative to preparedness, response, and recovery activities in conjunction with DOE/NV related emergencies. DOE/NV 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 DEM. This training will be delivered to Nevada communities in preparation of any emergency associated with a DOE/NV incident.
- b. The DEM will work with EMD to ensure that training provided by DOE/NV is properly accredited to meet Nevada certification requirements.

5. Exercises

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

6. Agreements

The DEM will coordinate closely with EMD to prepare emergency management agreements incorporating mitigation, preparedness, response, and recovery activities with Nevada communities and government agencies in close proximity to the NTS.

## Attachment X

### Joint DOE/State Low-Level Waste Oversight Program

This attachment reflects the understanding and commitments between the parties regarding activities in Joint DOE/State oversight of the Low-Level Waste (LLW) Program at the Nevada Test Site (NTS).

The following describes the roles of DOE/NV 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 NTS with respect to applicable criteria identified in DOE Order 5820.2A or its successor and associated guidance, or subsequent applicable requirements and guidance.
  - c. Review the NTS LLW program for ensuring the adequacy of procedures used by waste generators to characterize LLW and for certifying compliance with the NTS waste acceptance criteria.
  - d. Evaluate, through assessments and reviews, NTS 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 NTS.
  - g. Review and provide comments on technical and operational documents associated with the LLW Program at the NTS.
  - 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 DOE/NV regarding the status of state activities concerning the oversight of the LLW Program at the NTS.

2. DOE/NV will:
  - a. Provide written notification to NDEP of LLW shipments, with the option of NDEP participation in the on-site waste receipt process.
  - 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 participate in 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.