

## **ENVIRONMENTAL OVERSIGHT AND MONITORING AGREEMENT**

### **(Agreement in Principle)**

#### **Between the United States Department of Energy**

#### **and the State of Idaho**

1. This Agreement in Principle (Agreement) is voluntarily entered into by the United States Department of Energy (DOE), under the authority of 42 U.S.C. §7101 et. seq., and the State of Idaho (State) under the authority of Article IV, Section 5 of the Idaho Constitution and Idaho Code § 39-105. DOE's designated lead for purposes of this Agreement is the DOE's Idaho Operations Office (DOE-ID) and DOE's Naval Reactors Idaho Branch Office for Naval Nuclear Propulsion Program matters. The State's designated lead for purposes of this Agreement is the Department of Environmental Quality (DEQ). This Agreement replaces the Environmental Oversight and Monitoring Agreement between the DOE and the State executed on September 29, 2005; provided, however, that payments contemplated by #DE-FG07-05ID14684 will continue as provided for until its expiration. Grant #DE-EM0000744 will replace #DE-FG07-05ID14684 after its expiration.
2. This Agreement reflects the understanding and commitment between the State and the DOE, referred to as the Parties, for oversight and monitoring functions through core activities designed to produce comprehensive, current information for the Parties and the public. The DOE agrees to provide the State technical and financial support for State activities as described in this Agreement. The State agrees that the use of funds authorized by this Agreement shall be used only for services, personnel, and equipment that are directly related to Agreement activities. To the extent that personnel or services are used for both Agreement and non-Agreement activities, the

State shall allocate its costs and charge to the Agreement grant only that portion of the cost of the personnel or services that is used to support Agreement program activities.

3. The understandings between the Parties are further described below and in the Attachments to this Agreement. The Attachments are incorporated by reference and made a part of this Agreement. The Attachments are as follows:

Attachment A: State of Idaho Actions

Attachment B: DOE Actions

4. To achieve the goals of this Agreement, the Parties agree as follows:

- a) Each has a responsibility to provide accurate information. In carrying out this Agreement, the Parties will fully cooperate and coordinate with each other and with other federal agencies and local and tribal governments affected by this Agreement. The Parties will keep each other informed of Memoranda of Understanding or Memoranda of Agreement that affect the Agreement and the expenditure of Agreement funds.
- b) Hazard and risk assessments form the basis for all emergency management planning activities. Consolidated planning, preparedness and training will enhance each Party's ability to participate in a coordinated emergency response among federal, state, local and tribal authorities for DOE fixed facilities in Idaho. To coordinate the planning process only, divisions currently in place to distinguish among on-site, off-site and transportation emergencies are removed. Emergency response and preparedness will be designed to achieve a fully coordinated local, state, federal and

tribal emergency management and response capability for all DOE activities at the INL Site and non-DOE activities conducted in Idaho.

- c) To assure the DOE's activities are protective of the health and safety of Idahoans and the environment, the Parties agree to continue communication and coordination efforts to address monitoring and related protocols that need to be attained or improved.
- d) The State will perform actions described in Attachment A. The intent of these State actions is to maintain an independent, impartial, and qualified oversight program within the DEQ, to assess the potential impacts of present and future DOE activities in Idaho; to assure the citizens of Idaho that all present and future DOE activities in Idaho are protective of the health and safety of Idahoans and the environment; and to communicate the findings to the citizens of Idaho in a manner which provides them the opportunity to evaluate potential impacts of present and future DOE activities in Idaho. The State will discuss the progress of those actions with the DOE in periodic meetings.
- e) The DOE will perform the actions described in Attachment B. The intent of these actions is to further the DOE's commitment to open review of INL Site-related activities and continue the DOE's commitment to responsible environmental management. The DOE will discuss the progress of these actions with the State in periodic meetings.

- f) The DOE and State signatories to this Agreement shall each designate a coordinator within 30 days of signature of this Agreement, whose responsibilities include assuring implementation and coordination of the provisions of this Agreement. Unless otherwise provided, all correspondence, reports, documents or notifications required by this Agreement will be submitted to the coordinators.
- g) The DOE will ensure that the State has access to all relevant information relating to the INL Site generated by or available to the DOE, including monitoring data relating to the INL Site. The DOE agrees to allow the State access to the facility hazard assessment process. In carrying out the provisions of this Agreement, the Parties will comply with the INL Site environment, safety and health requirements for activities on the site; security, classification, “need-to-know,” and unclassified sensitive information laws and regulations; Privacy Act, Freedom of Information Act, and Idaho Public Records Act requirements to the extent applicable; trade secret, patent and related confidentiality requirements; or any other applicable laws, regulations and executive orders. The DOE will only provide the State with copies of documents, or sections of documents, marked as “Official Use Only,” if the State determines those documents, or sections of documents, are exempt from disclosure under the Idaho Public Records Act. If the State determines those documents, or sections of documents are not exempt from the Idaho Public Records Act, the DOE will not provide copies of those documents, or sections of those documents, but will make them available for the State’s review on the DOE’s premises. The State has

determined the INL Site facility hazards assessments are exempt from disclosure under the Idaho Public Records Act. This section is not intended to affect or impair the DOE's ability to review, on a case-by-case basis, whether information protected from disclosure should be re-evaluated for release to the State.

- h) This Agreement will in no way diminish or expand the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations or other agreements, nor will it affect the Parties' ability or right to raise any defenses available under law in the event of any administrative or judicial action. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall prohibit the Parties from using information developed under this Agreement to further their statutory duties, rights and obligations.
- i) The Parties to this Agreement further understand that the oversight activities authorized by this Agreement are intended to supplement activities conducted under applicable environmental laws and regulations, but not to support specific State regulatory, permitting, and legally required environmental oversight activities, such as issuance of regulatory permits, the review of the DOE regulatory submissions when such review serves primarily as the basis for State action under regulatory programs, required regulatory inspections, required monitoring, and issuance of regulatory notices of violations or other citations, nor to provide financial support to the Site Specific Advisory Board(s).

- j) Instead, the Agreement is intended to support the non-regulatory activities of the State in working with the DOE to evaluate the adequacy of DOE activities related to environmental monitoring and the potential for environmental or public health and safety impacts and to support periodic State monitoring of discharges, emissions, or biological parameters as necessary to verify the effectiveness of the DOE programs. The Agreement recognizes the continued need for the State to have access to DOE facilities and to exchange relevant technical information with the DOE to support the State's environmental monitoring efforts and evaluation of potential public health or safety impacts. The parties to this Agreement understand that the Agreement does not represent an extension or enlargement of any regulatory authority that the State has under applicable laws.
- k) The DOE will provide the State resources for State actions as outlined in Attachment A through grant mechanisms consistent with the DOE financial assistance rules, 10 CFR Part 600, Subpart H. All funds provided to the State under this Agreement are federal funds to be administered exclusively by the State. The DOE and the State will take all necessary steps and use their best efforts to obtain timely funding to meet their commitments under this Agreement. The Parties' obligation to conduct activities under this Agreement is subject to the availability of funds and technical resources. The DOE and the State will jointly review the level of funding on a year-to-year basis and will meet annually to mutually develop schedules for State activities under the grant in the upcoming year at the INL Site.

The annual funding level assessment will be based on the DOE's budget for that year, the State's timely submittal of an annual proposed scope of work, and consideration of actual expenditures from the previous program year. However, the DOE funding obligations under this Agreement may be suspended or terminated by the DOE, in whole or in part, in accordance with applicable federal assistance administration laws and regulations if the State is not in compliance with the terms and conditions of a grant. The DOE must provide the State ninety (90) days' prior written notice specifying any suspension of the terms or termination of a grant.

Unless the DOE and the State agree otherwise, or unless the suspension is for cause, no period of suspension shall last longer than ninety (90) days. Should the grant be suspended for cause, corrective action must be taken by the State before the DOE will end the suspension. Should new programs be developed at the INL Site which require additional State resources, the Parties may negotiate for additional funds.

No provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 341.

- l) The Parties recognize that the responsibilities, costs and obligations provided in the "Federal Facilities Agreement/Consent Order" are separate from this Agreement and will not be covered by this Agreement.
- m) To assist their efforts, the State and the DOE may develop procedures describing the steps to be taken for routine actions including, but not limited to, those described below:

- ◆ interface with DOE contractors
- ◆ requests for documents
- ◆ management of documents
- ◆ other procedures as specified by either Party.

Both Parties shall follow procedures as mutually approved by the designated coordinators. The designated coordinators may mutually agree to modify, amend or terminate these procedures.

5. Facilities and operations under the cognizance of the Naval Nuclear Propulsion Program (DOE-NR) are co-located at the INL Site. This Agreement provides for a non-regulatory interface between the State and the Naval Nuclear Propulsion Program. The liaisons for each party will be the Manager, Naval Reactors Idaho Branch Office-NNPP, and the Director of the Idaho Department of Environmental Quality.

Emergency Planning and Preparedness for Naval Nuclear Propulsion Program activities, including those at the Naval Reactors Facility, are incorporated into the overall INL Site preparedness program so that coverage of this area is provided by the applicable provisions in this Agreement as implemented in coordination with DOE-ID.

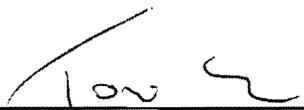
Environmental surveillance for the Naval Reactors Facility will be carried out consistent with current practices including any non-regulatory practices previously agreed as a matter of comity. Any changes in non-regulatory surveillance will be by mutual consent of the liaisons.

For the Naval Reactors Facility, Impact Analyses and hazards and risk assessments will be conducted where mutually agreed by the liaisons.

6. This Agreement is in effect through September 30, 2015, and may be extended as mutually agreed. This Agreement shall only be amended, modified or terminated by the written mutual agreement of both Parties. The DOE and the State will promptly commence discussions to modify this Agreement as appropriate to address any new federal, state or local issues that arise relating to conditions or activities at the INL Site that could affect public health, safety or the environment.

7. Grant # DE-EM0000744, is expected to provide approximately 1.7 million dollars per year for a 5-year period to support the commitments in this Agreement. This Agreement can serve as a conduit for more than one grant instrument from any number of DOE programs. However, the scope of work described in additional grants must fall within the goals of this Agreement. Each separate grant mechanism will provide funds to the State consistent with the DOE financial assistance rules identified in Paragraph 4(k) of this Agreement.

NOW, THEREFORE, the Parties sign this Agreement in consideration of the provisions set forth above and in the Attachments and pledge their cooperation and good faith in achieving the purposes and goals of this Agreement.

  
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**TONI HARDESTY, Director**  
**Idaho Department of Environmental Quality**  
Date: 9/2/10

  
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**RICHARD B. PROVENCHER**  
**Manager for Idaho Operations Office**  
Date: 8/18/10

  
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**ALAN C. KEPPLER, Manager**  
**Naval Reactors Idaho Branch Office**  
**Naval Nuclear Propulsion Program**  
Date: 8/30/10

## ATTACHMENT A - STATE OF IDAHO ACTIONS

### I. **RADIOLOGICAL EMERGENCY PLANNING AND PREPAREDNESS**

#### A. Coordination

The State will:

1. coordinate with federal, state and local emergency management officials as appropriate regarding emergency planning and preparedness for INL Site incidents;
2. participate, with federal, state and local emergency management officials as appropriate to address issues regarding emergency planning, preparedness and response for radiological incidents at the INL Site;
3. designate technical representatives as needed to address issues regarding emergency planning, preparedness and response for radiological incidents at the INL Site;
4. update, as appropriate, responsibilities, capabilities and assets of State agencies in implementing emergency planning and preparedness;
5. coordinate, develop, implement and review as appropriate radiological response plans and procedures ; and
6. present fundamental radiological knowledge to local authorities.

#### B. Planning

The State will:

1. conduct periodic reviews of fixed facility hazards assessments and transportation risk assessments to understand and verify the criteria used in assessing the hazard, hazard consequences, initiating events and scenarios related to DOE incidents at the INL Site. Based on these reviews, the State will evaluate DOE specifications of relevant emergency planning zones and revise State response actions as appropriate.
2. develop and revise, as appropriate, planning baselines for potential hazard impacts;

3. perform jurisdiction-specific capability analysis relative to identified hazards; and
4. redefine accident impact areas periodically as information is received and verified.

C. Preparedness

The State, in coordination with the Idaho Bureau of Homeland Security, will:

1. participate in appropriate drills with federal, state and local emergency management authorities;
2. conduct training, jointly with DOE, for local authorities that could be affected by DOE activities at the INL Site;
3. develop and revise as appropriate emergency response procedures with local authorities;
4. assess the need for resources and capabilities, and develop appropriate budget requests necessary for local authorities in communities surrounding the INL Site to respond to the incremental risk associated with DOE activities at the INL Site;
5. in addition to roles and responsibilities identified under State nuclear/radiological response plans, serve, at the State's discretion, as an observer at the Emergency Operations Center (EOC), upon activation of the EOC by DOE, as a source of reliable and independent information for state agencies during an on-site event; and
6. in cooperation with DOE, design, conduct and evaluate emergency exercises, including the DOE Annual Full Participation Emergency Exercise, with state and local emergency management authorities.

**II. ENVIRONMENTAL SURVEILLANCE**

- A. The State will conduct independent environmental surveillance activities designed to complement, supplement and independently verify data generated by existing DOE programs, for the purpose of conducting routine and special environmental sampling to monitor the environmental presence of contaminants originating from the INL Site facilities or programs.

The State will:

1. support the overall objectives of independent environmental surveillance activities. Sampling results will be used for independent reporting, program impact assessment and verification of DOE/contractor results;

2. identify and evaluate trends from the DOE and State collective data for contaminant levels in air, water, biota and soil, both on-site and off-site;
  3. provide environmental surveillance results to the public, Legislature, state agencies, local authorities, and DOE programs involved in surveillance;
  4. review current DOE surveillance activities and, where appropriate, make recommendations for changes to the DOE; and
  5. use equipment and instrumentation in support of emergency response.
- B. The State will participate in the Monitoring and Surveillance Committee (MSC) and will assist in identifying other agencies that should be involved in the MSC. The MSC will provide a means for exchanging and sharing technical information, expertise and data.
- C. The State will evaluate the need for additional or modified sampling systems or activities in the event of new activities, changes to current practices or items identified in a program impact analysis.
- D. The State will present independent sampling results to the public and interested agencies through written quarterly and annual reports, responses to information requests, and public meetings.
- E. The State will participate in the operation of community monitoring stations to provide additional opportunities for public outreach regarding meteorological and environmental surveillance data related to the INL Site.

### **III. IMPACT ANALYSES**

- A. The State will evaluate the actual or potential environmental and public health and safety impacts of present and future DOE activities by conducting independent studies or reviewing DOE impact analyses. The State will not use any Agreement funds to duplicate any risk assessments being performed by, or on behalf of, other state or federal agencies or departments other than DOE. The assessments will be completed using information developed from independent analysis, site visits, document reviews, and discussions with the DOE and designated contractor technical staff.
- B. Each impact analysis will include one or more of the following components:
1. verification of material and waste inventories, including type, quantity, form, and location of radioactive and other hazardous material;
  2. identification of actual and potential release events and quantities from both routine and non-routine operations based on understanding of process(es);
  3. review of emission and effluent controls, including both physical control systems and administrative controls, for adequacy and efficiency;

4. review of emission and effluent monitoring for suitability of location and methodology and verification of monitoring results;
  5. identification of pathways and receptors;
  6. calculation of estimated dose using validated computer model(s);
  7. communication of risk to the public, Legislature, local authorities and the DOE.
- C. The State will prepare a project description outlining the scope of each proposed impact analysis, project objectives and anticipated products. Each project description will be presented to DOE staff for informational purposes. The DOE comments will be appropriately considered.
- D. The State will submit findings and recommendations to the DOE at the conclusion of each project.
- E. The State will select facilities or activities for impact analysis based upon one or more of the following factors:
1. preliminary information on quantity or characteristic of material stored, quantity or characteristic of material released, and condition of facilities;
  2. level of public or State interest;
  3. The DOE's proposal of a new or modified facility or operation in an environmental assessment or environmental impact statement that requires technical input for State comment.

#### **IV. STATE REPORTING**

The State will submit quarterly progress reports in sufficient detail to address objectives, accomplishments, and significant changes to the DOE for on-going State activities. These reports, which are generated at the DOE's request, will be prepared for Emergency Planning and Preparedness, Environmental Surveillance, and Impact Analysis. Reports will include information-only financial expenditure estimates for each category and Management and Administrative Support for the previous quarter. Financial data to comply with federal regulations will be submitted in accordance with the DOE financial assistance regulations, 10 CFR Part 600.

ATTACHMENT B  
DEPARTMENT OF ENERGY (DOE) ACTIONS

**I. RADIOLOGICAL EMERGENCY PLANNING AND PREPAREDNESS**

A. Coordination

DOE will:

1. coordinate with state, local and other federal officials as appropriate regarding emergency planning and preparedness for INL Site incidents;
2. participate in meetings with state, federal and local officials as appropriate and designate technical representatives as needed to address issues regarding emergency planning, preparedness and response for radiological incidents at the INL Site;
3. update as appropriate responsibilities, capabilities and assets at its disposal for emergency planning, preparedness and emergency response activities;
4. coordinate its planning process with the State radiological response plans and procedures;
5. implement its emergency management activities in cooperation with the State of Idaho; and
6. assist the State of Idaho in educating the general public and local authorities about DOE hazards and potential emergency responses with special emphasis on radiological events.

B. Planning

DOE will:

1. provide the State with transportation risk assessments and results of annual reviews of hazard risk assessments for fixed facilities. DOE will cooperate with the State in a manner which allows the Parties to coordinate on relevant emergency planning actions; and
2. cooperate in the development and revision of planning baselines for potential hazard inputs, the analysis of jurisdictional specific capabilities, and periodic evaluation and refinement of accident impact areas as necessary.

C. Preparedness

DOE will:

1. involve the State and local authorities in appropriate DOE drills;
2. cooperatively conduct training for local authorities that may be affected by DOE activities at the INL Site;
3. review the State's needs assessment for resources and capabilities and pursue appropriate budget requests necessary for local authorities in communities surrounding the INL Site to respond to the incremental risk associated with DOE activities at the INL Site;
4. invite the State, as an observer, to the Emergency Operations Center (EOC) upon activation; and
5. in cooperation with state and local authorities, design, conduct and evaluate emergency exercises.

**II. ENVIRONMENTAL SURVEILLANCE**

DOE will:

- A. provide the opportunity for the State to conduct environmental monitoring activities both on- and off-site, including the opportunity to participate in split or duplicate sampling activities with contractors;
- B. coordinate with the State in establishing a Monitoring and Surveillance Committee (MSC) composed of State, DOE, DOE contractor and other established programs conducting environmental surveillance at the INL Site;
- C. ensure that environmental data is made available between organizations, including contractors, DOE, the State INL Oversight Program and other related programs as identified in the INL Environmental Monitoring Plan: DOE/ID-11088;
- D. cooperate in support areas that are not readily available to the State, such as personnel training, instrument repair, equipment calibration, use of excess equipment and computer hardware or software that is not deemed standard within the State system; and
- E. cooperate in the operation of community monitoring stations to provide additional opportunities for public outreach regarding meteorological and environmental surveillance data related to the INL Site.

### **III. IMPACT ANALYSIS**

DOE will:

- A. support an independent environmental and public health and safety impact analysis process by providing access to the site, information, and INL Site technical staff;
- B. coordinate meetings with the appropriate DOE-ID and contractor staff to discuss EOMA project descriptions with the State; and
- C. review State recommendations and meet with the State to explore mutually acceptable solutions to State recommendations for improving operations and reducing unacceptable levels of risk.