

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF WYOMING
AND
U.S. DEPARTMENT OF ENERGY
IDAHO OPERATIONS OFFICE

RADIOLOGICAL ASSISTANCE RESPONSE

I. BACKGROUND AND PURPOSE

This Memorandum of Understanding (MOU) establishes a framework of cooperation between the State of Wyoming and the Department of Energy, Idaho Operations Office (DOE-ID), in the planning for and provision and/or coordination of Federal radiological assistance, if required, in the event of the occurrence of a radiological incident in Wyoming.

The Radiological Assistance Plan - Region 6 (RAP) identifies DOE-ID policy and responsibilities and provides for coordination among Federal, State, and local resources in the event that radiological assistance is needed to protect public health and safety or the environment after the occurrence of a radiological incident. The RAP provides for DOE-ID administration, coordination, and implementation of Federal radiological assistance to state governments.

The parties hereto desire to implement the provisions of the RAP with respect to occurrences of radiological incidents in the State of Wyoming. DOE-ID will coordinate Federal radiological assistance furnished to the State of Wyoming, in accordance with the RAP-6. Pursuant to Paragraph 9.t of DOE Order 5500.1A, the Department of Energy's Idaho Operations Office will respond to requests for radiological assistance with the most appropriate resources and capabilities available. The parties to this Memorandum of Understanding recognize that during emergency conditions, these resources must be judiciously allocated to the incidents which pose the greatest threat to the public health and safety.

The Radiological Assistance Plan - Region 6 and DOE Order 5500.1A are hereby incorporated by reference.

II. RESPONSIBILITIES

The State of Wyoming has first response responsibility for the protection of public health and safety. This responsibility includes providing an incident commander at the scene to coordinate the emergency actions at the incident scene, including radiological activities.

The Department of Energy's Idaho Operations Office will provide emergency response in accordance with the RAP, using DOE and DOE contractor personnel, facilities, equipment, resources, and information as may be needed to cope with radiological incidents. DOE-ID will respond to requests for radiological assistance with the most

appropriate resources and capabilities available. Emergency radiological assistance under RAP will be provided as may be needed in one or more of the following five categories:

1. Field Monitoring - Provide teams, as required, sustainable for a 24-hour-a-day operation.
2. Dose Assessment Assistance - Consisting of personnel with expertise to assist the State with dose assessments.
3. Aerial Measuring System (AMS) - A DOE resource that provides equipment and manpower to track the migration of radioactive material.
4. Technical Advice - Provide professional staff assistance, information, and advice on actions necessary to protect the public health and safety and necessary remedial actions.
5. Other technical support as requested by the State of Wyoming, and as available through RAP. DOE-ID will provide to the State of Wyoming the DOE-ID RAP plan, and other information as available.

Unless DOE is responsible for the activity, ionizing radiation source, or radioactive material involved in an accident, DOE-ID radiological assistance is limited to those emergency actions necessary to protect people from unnecessary radiation exposure, to minimize injury, and to reduce the accidental contamination of the environment from radioactive material. As soon as the immediate hazards are brought under control, and there is reasonable assurance that the public health and safety are being protected, DOE-ID, in coordination with the State of Wyoming Radiological Response Team, will determine if emergency radiological assistance can be terminated. In the event that personnel of the State of Wyoming Radiological Response Team are immediately unavailable, DOE-ID will continue said assistance for a reasonable time-to permit the coordination with the State of Wyoming Radiological Response Team.

III. NOTIFICATION PROCEDURES

If the State of Wyoming wishes to activate action in the interest of public safety under this MOU, the State of Wyoming will notify DOE-ID of a radiological incident within the State.

If DOE-ID receives notification from another source of a radiological incident, upon notice and verification of the information by telephone with the State, DOE-ID will maintain a state of readiness to deploy resources (standby) or activate its teams and provide assistance.

IV. RESPONSE TIMES

Upon notification DOE-ID will alert its emergency response teams who may be directed to report to predetermined locations as soon as possible. Field monitoring teams, as required, will be furnished to the State of Wyoming as soon as possible under the particular circumstances. In addition, DOE-ID will provide or secure other services as requested and

deemed necessary and as available as provided in the RAP as soon as possible.

V. CONCEPT OF OPERATIONS

DOE-ID will coordinate the Federal radiological assistance response by maintaining liaison with the State of Wyoming. DOE-ID response shall be in accordance with the DOE-ID RAP. The State of Wyoming will have overall responsibility for field monitoring and dose assessment. DOE-ID RAP team activities will be directed by the DOE-ID team captain who will coordinate with and provide assistance to the cognizant Wyoming official at the incident scene.

The Wyoming Radiological Response Team leader will be in charge of all dose assessment activities at the incident site. This will include the formulation of protective action recommendations to the general population. The State and DOE-ID agree to immediate exchange of all dose assessment and field monitoring information so that expeditious decisions can be made on necessary protective actions. Prior to the arrival of the Wyoming Radiological Response Team at the incident site, the Wyoming Highway Patrol shall be responsible for making initial measurements of radiation and for providing protective action recommendations to local officials. DOE-ID shall provide technical advice on appropriate actions to be taken to the Wyoming Highway Patrol. Prior to arrival at the scene of an incident, this advice may be provided initially from the Idaho Operations Office based upon information and data regarding the nature of the incident provided by the Wyoming Highway Patrol Officer at the scene of the accident. Field monitoring personnel supplied by DOE-ID shall, to the extent possible, be equipped with their own radiation field monitoring equipment. DOE-ID will work with the State of Wyoming to develop standard operating procedures for communications and field monitoring, including calibration of field instruments. Wyoming will make available to the DOE-ID responding field team at the emergency site means for communication to DOE-ID.

VI. TERM AND TERMINATION

This Memorandum of Understanding will be reviewed at the request of either party and may be either amended as necessary to maintain the stated purpose or terminated upon mutual agreement of the parties. This Memorandum of Understanding may also be terminated by either party by providing written notice by certified mail one hundred twenty (120) days prior to the termination date.

VII. SOVEREIGN IMMUNITY

The State of Wyoming and DOE-ID have not waived any claims which they may have as a defense to any action arising in conjunction with this agreement.

VIII. COST RECOVERY AND COOPERATION

To the extent authorized by law or regulation, DOE-ID and Wyoming agree to:

- A. Cooperate fully with each other in the development, presentation, litigation, or settlement of claims against third parties (excluding contractors to the State or DOE) for damages or other demands for money arising out of incidents for which radiological assistance was provided under this Memorandum of Understanding.
- B. Provide cost information or data and assist in claims preparation to the extent necessary to enable the claimant (either the State or DOE) to adequately press or litigate the claims.
- C. Share equitably in any recovery or settlement.

The parties hereto have executed this Agreement this ____ day of _____, 1988.

Governor Michael J. Sullivan
State of Wyoming

Don Ofte, Manager
Idaho Operations Office
U.S. Department of Energy