

PART III – SECTION J, ATTACHMENT F-2

MEMORANDUM FOR THE RECORD BETWEEN
THE NAVAL REACTORS LABORATORY FIELD
OFFICE AND THE IDAHO OPERATIONS OFFICE

January 2023

Memorandum of Understanding Between
U.S. Department of Energy-
Idaho Operations Office,
Naval Nuclear Propulsion Program, and the
Idaho Office of Emergency Management

January 2023

I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to describe the overall coordination of emergency preparedness activities between the U. S. Department of Energy, Idaho Operations Office (DOE-ID) and the State of Idaho (State) for response to emergencies at Idaho National Laboratory (INL) and the Naval Nuclear Propulsion Program (NNPP). This MOU describes the resources that DOE-ID will provide, as available, to the State for radiological emergencies that originate on the INL site.

Additional DOE and federal resources that may be available to the State are identified in the Nuclear/Radiological Incident Annex to the Response and Recovery Federal Interagency Operational Plans.

It is the goal of the INL and the NNPP to provide timely, understandable, technically sound information to State and local decision makers and the public necessary for effective off-site response to INL and Naval Reactors Facility (NRF) incidents.

The concept of operations, and specific responsibilities and requirements that apply to the parties in this MOU are described in their respective emergency response plans and procedures. The parties recognize that, during an emergency, each party may allocate resources otherwise used to fulfill responsibilities under this MOU to higher priorities based on an evaluation of critical safety and health needs as provided in their respective emergency response policies, plans and procedures.

II. Responsibility

For the purpose of emergency preparedness planning, the following definitions of areas of responsibilities shall generally apply:

A. DOE-ID

DOE-ID is responsible for those areas within the INL boundaries (onsite), including all public access areas (any on INL property where a member of the public may have access without being escorted or requiring security clearance). Additionally, DOE-ID is responsible for coordinating all aspects of this agreement on behalf of the Shoshone-Bannock Tribes.

B. The NNPP is responsible for those areas within the NRF.

C. State of Idaho

The State, in coordination with the counties contiguous to the INL (Bingham, Butte, Bonneville, Jefferson, and Clark Counties), is responsible for areas outside INL boundaries (offsite).

III. Preparedness

A. Coordination

DOE-ID and the State agree to provide applicable emergency plans and procedures to each other to ensure consistency. DOE-ID, NNPP, and the State, including the Idaho Office of Emergency Management, Department of Environmental Quality INL Oversight Program (DEQ-OP or OP in short), Department of Agriculture, Idaho State Policy, and Department of Health and Welfare Division of Health, will meet at least annually (or as determined by the management review process defined in section V. A.) to review status of technical plans, procedures, agreements, and off- site support capabilities that may require revisions and/or further development.

DOE-ID and the State agree to utilize facility hazards assessments as the baseline for emergency planning. DOE-ID will provide the State with INL facility hazards assessments as they are updated and participate at least annually with the State in reviewing facility emergency planning zones (EPZs), emergency action levels (EALs), and default protective action recommendations (PARs).

DOE-ID, NNPP, and the State (represented by OP) agree to convene periodic meetings (per the management review process), including representatives from the various INL site contractors, and Shoshone-Bannock Tribes, and contiguous counties, to address emergency preparedness and response issues for INL facilities.

B. Training and Exercises

DOE-ID shall provide the opportunity for State participation in design, conduct, and evaluation of emergency exercises, including the INL Full-Participation Emergency Exercise, with actions for the State's participation if desired.

DOE-ID and OP agree to participate in joint training for the coordination of field monitoring, dose assessment, and environmental sampling.

C. Public Education

As needed, DOE-ID will assist the State in development of educational materials concerning INL facility hazards and appropriate emergency response actions to be taken by the general public in the event of a radiological emergency at the INL Site.

IV. Response

A. Protective Action Criteria

The Protective Action Guides (PAGs) utilized by DOE-ID to determine emergency classifications and associated protective action recommendations for radiological releases will be consistent with those contained in the Idaho Fixed

Nuclear Facility Emergency Response Plan (which are the same as the lower levels provided in the EPA 400 PAG Manual).

B. Protective Action Recommendations

During the early phase of an emergency (from release detection until DOE resources respond to an off-site scenario), DOE-ID is responsible for dose assessment and announcement of initial (default) Protective Action Recommendations (PARs) to the offsite. DOE-ID will coordinate ongoing dose assessment and updated PARs with the OP and IOEM representatives at the INL Emergency Operations Center (EOC).

C. Radiological Support

When requested, DOE-ID will provide field-monitoring resources to assist the State in identifying the radiological plume, relocation area, and food control boundaries. As available, DOE-ID will also provide resources for radiological assessment, monitoring, and decontamination of the general public. The INL Emergency Director has the authority to commit resources on behalf of INL (with the exception of Radiological Assistance Program and NNPP resources) after ensuring on-site emergency needs are being met.

D. Medical Treatment Support

As available, DOE-ID will provide assistance to the State for health assessment and medical treatment advice until such time that other resources are made available to the State.

E. Exchange of Emergency Information

1. Technical Data

DOE-ID and OP agree to coordinate and exchange technical data, dose assessment results, field-monitoring data, and environmental monitoring results within the INL-EOC.

DOE-ID will provide adequate workspace in the INL-EOC for OP and IOEM representatives and ensure access to all unclassified technical data. Prior to arrival of OP or IOEM staff to the INL-EOC, DOE-ID will transmit technical data directly to the State EOC, Tribal EOC, and county EOCs, if appropriate.

2. Emergency Public Information

During an emergency, the release of public information from DOE-ID and the State will be coordinated to the maximum extent practical. DOE-ID will activate a Joint Information Center (JIC) to serve as the primary location from which information will be released to the public by DOE-ID and the off-site agencies represented there. DOE-ID agrees to provide

accommodations and timely information within the JIC for the State to fulfill its public information responsibilities.

During an emergency, the release of public information from NNPP and the State will be coordinated to the maximum extent practical. DOE-ID will activate a JIC to serve as the primary location from which information will be released to the public by NNPP. DOE-ID agrees to provide accommodations and timely information within the JIC for the State to fulfill its public information responsibilities.

V. Administration

A. Management and Review

A joint team of DOE-ID, INL contractors, NNPP, and State representative will review this MOU annually for updates and improvements. Additional meetings may be called as needed to address emergency management issues that are of mutual concern.

B. Funding

Funding provided to the State for technical expertise to support planning and preparedness for INL radiological incidents has been addressed by the Parties in the Environmental Oversight and Monitoring Agreement (EOMA). If other funding is required, the details of the levels of support to be furnished to one organization by the other will be developed in specific interagency agreements or other agreements, subject to the availability of funds. DOE, NNPP, and other organizations will provide each other mutual support in budget justification to the Office of Management and Budget and hearings before Congress with respect to programs on which the organizations collaborate. This MOU does not obligate any funds, nor does it create an enforceable duty to obligate funds, of the United States or the Idaho Office of Emergency Management.

C. Patents and Technical Data

Appropriate patent and other intellectual property provisions shall be included in interagency agreements and any other agreements entered into by the parties in order to implement this MOU. DOE and NNPP patent and intellectual property policies shall apply to any such work performed by a contractor (including any subcontractor), which is funded in whole or in part by DOE. Rights to inventions made by United States Government employees shall be determined by the employing agency.

D. Public Information Coordination

Subject to the Freedom of Information Act (5 U.S.C. § 552), decisions on disclosure of information to the public regarding projects and programs referenced in this MOU shall be made by DOE or NNPP following consultation with the other party's

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representatives.

E. Amendment and Termination

This MOU will become effective upon signing by all parties and will continue in effect for five years from actual date of signature or until canceled by any of the parties after ninety (90) days' written notice to the other party. Unless otherwise provided herein, this MOU shall expire five years from the date of the last signature.

This MOU may be amended by written agreement between DOE-ID, NNPP and the State.

VI. Signatures



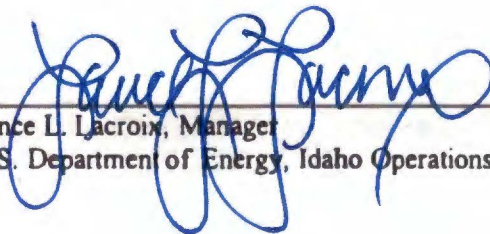
William B. Richy, Director,
Idaho Office of Emergency Management

2 May 2023
Date



Roy G. Pratt
Manager, Naval Reactors Idaho Branch Office

9 Feb 2023
Date



Lance L. Lacroix, Manager
U.S. Department of Energy, Idaho Operations Office

11/6/2023
Date