



Consideration of Lea County Resolution No. 22-MAY-127R Approving a Memorandum of Understanding Between Lea County and the United States Department of Energy, Waste Isolation Pilot Plant, Represented by the Carlsbad Field Office for Biannual Review

Request approval of **biannual review** for MOU to delineate interface and coordination responsibilities related to mutual assistance and support for the County and the Waste Isolation Pilot Plant (WIPP). The County will provide fire/rescue, emergency medical and other services needed during emergencies, as appropriate, to residents of the County not serviced by a municipality.



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, May 26, 2022

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Community Engagement Manager sstout@leacounty.net; Public Information Officer mrusell@leacounty.net and County Manager mgallagher@leacounty.net by: **Tuesday, May 17, 2022**

County Manager Approval required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 05/18/2022	SUBMITTED BY Name, Title, Dept: Lorenzo Velasquez Emergency Manager
SUBJECT: WIPP MOU Biannual Review	ATTACHMENT(S): 1
NO. OF ORIGINALS FOR SIGNATURE: 2	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: no line item needed	FISCAL BUDGET YEAR: 2021-2022

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 2: Approach and Strategies (8)
Continuous interaction with the state of New Mexico and statewide organizations is required to protect the County's interests

SUMMARY:
This MOU is a biannual review to delineate interface and coordination responsibilities related to mutual assistance and support for the County and the Waste Isolation Pilot Plant (WIPP). The County will provide fire/rescue, emergency medical and other services needed during emergencies, as appropriate, to residents of the County not serviced by a municipality.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
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SUBMITTER'S RECOMMENDATION(S): Request approval to sign into a biannual MOU renewal with WIPP for emergency services	Submitter's Signature Department Director, Etc. Lorenzo Velasquez <small>Digitally signed by Lorenzo Velasquez Date: 2022.05.18 14:15:48 -06'00'</small>
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FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2022.05.19 08:37:17 -06'00'</small>
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LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
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COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda
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Item No. <u>0209</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____	Denied: _____	Other: _____
Resolution No. <u>22-MAY-127R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 22-MAY-127R

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BIENNIAL REVIEW WITH UNITED STATES DEPARTMENT OF ENERGY (DOE), WASTE ISOLATION PILOT PLANT (WIPP), REPRESENTED BY THE CARLSBAD FIELD OFFICE (DOE/CBFO), HEREIN AFTER REFERRED TO AS "DOE/CBFO", AND LEA COUNTY, NEW MEXICO HEREIN AFTER REFERRED TO AS THE "COUNTY"

WHEREAS, the parties are entering into this MOU to delineate interface and coordination responsibilities related to mutual assistance and support for the COUNTY and the WIPP; *and*

WHEREAS, DOE/CBFO, through its Management and Operating (M&O) contractor, provides emergency services to the WIPP, located approximately 30 miles southeast of Carlsbad; *and*

WHEREAS, the COUNTY provides fire/rescue, emergency medical and other services needed during emergencies, as appropriate, to residents of the COUNTY not serviced by a municipality; *and*

WHEREAS, DOE/CBFO is authorized to enter into this MOU by the Department of Energy Organization Act (42 U.S.C 7256); *and*

WHEREAS, The COUNTY authority for this MOU, is contained in Section 11-1-3 NMSA, 1978, as amended.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the County agrees to enter into the Memorandum of Understanding Biannual Review as considered current for an additional two years with DOE/CBFO for the potential need for County Emergency Management Support is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 26th day of May, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Dean Jackson (District 1), Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Vice Chair
Voted: Yes No Abstain

Rebecca Long (District 2), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By:

Teri Davis, Deputy Clerk

John W. Caldwell, County Attorney

Date: March 3, 2022

Jeff Broom, EM Specialist
Emergency Management
Nuclear Waste Partnership, LLC
P.O. Box 2078, Mail Stop: GSA-102
Carlsbad, New Mexico 88221-2078

Subject: Biennial Review of [Lea County] Memorandum of Understanding

This letter is sent to document that the Subject MOU has been reviewed (check one):

- is considered current for an additional two years from the date of last signature below; or
- should be revised as indicated on the attached; or
- should be completely revised; or
- should be terminated.

Please review the included existing MOU for areas that need revision or additional information needed and provide comments. After integration of those comments, we will be able to proceed with sending it to our legal teams.

Concurrence:

Name: John Sanford
Title: Manager, Emergency Management
Agency: NWP / WIPP
Date: _____

Name: Dean Jackson
Title: Chair, Board of Commissioners
Agency: County of Lea
Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
WASTE ISOLATION PILOT PLANT
CARLSBAD FIELD OFFICE
AND
LEA COUNTY, NEW MEXICO;
CONCERNING
EMERGENCY SERVICES**

This Memorandum of Understanding is between the United States Department of Energy (DOE), Waste Isolation Pilot Plant (WIPP), represented by the Carlsbad Field Office (DOE/CBFO), herein after referred to as "DOE/CBFO", and Lea County, New Mexico herein after referred to as the "COUNTY"; and

WHEREAS, the parties are entering into this MOU to delineate interface and coordination responsibilities related to mutual assistance and support for the COUNTY and the WIPP; and

WHEREAS, DOE/CBFO, through its Management and Operating (M&O) contractor, provides emergency services to the WIPP, located approximately 30 miles southeast of Carlsbad; and

WHEREAS, the COUNTY provides fire/rescue, emergency medical and other services needed during emergencies, as appropriate, to residents of the COUNTY not serviced by a municipality; and

WHEREAS, DOE/CBFO is authorized to enter into this MOU by the Department of Energy Organization Act (42 U.S.C 7256); and

WHEREAS, the COUNTY authority for this MOU, is contained in Section 11-1-3 NMSA, 1978, as amended.

PURPOSE

The purpose of this MOU is to document the working relationship(s) and framework for the administration and internal management of the parties' agreement(s) and understanding(s) and provides a means for direct communication between DOE and the COUNTY. The parties intend that this MOU be reciprocal and that assistance may be requested or provided by either party.

This MOU provides provisions for emergency notifications, incident coordination and resource support and is mutually beneficial among all signatories. Parties will provide emergency management assistance, to include, mitigation, preparedness, response and recovery activities, as requested and available, such as:

- Fire and Rescue
- Emergency Medical Services
- Hazardous Materials Response
- Emergency Management
- Incident Command
- Administrative and technical support services
- Other emergency assistance (e.g., heavy equipment, snow/debris removal, shelter/reception center, evacuation transportation)

ASSUMPTIONS

Both parties will coordinate to provide requested resources, as available, in accordance with this MOU and act in accordance with respective statutory, regulatory or other legal authorities, duties or obligations.

RESPONSIBILITIES OF THE PARTIES

DOE SHALL:

1. Dispatch WIPP emergency personnel and equipment, as available, to respond to emergencies in the vicinity of the WIPP Site and/or the North and South access roads.
2. Ensure WIPP responding units or the WIPP Central Monitoring Room Operator (CMRO) notifies the County of any offsite response, and requests resources, as necessary.

BOTH PARTIES SHALL:

1. Coordinate and communicate on emergency resources and capabilities available for support.
2. Establish and maintained a primary point-of-contact (POC) for both routine and emergencies.
3. Mutually coordinate, any request of available resources to specified location(s).
4. Ensure mutual aid responders report to the Incident Commander (IC) upon arrival, unless directed to report to another location.
5. Ensure the IC directs the response of all emergency responders and maintain control of the scene throughout the duration of the emergency event.
6. Respond with an integrated approach, in accordance with Incident Command System (ICS) principles, concepts, and terminologies.
7. Provide access to the respective Emergency Facilities of approved personnel, as required, for coordination during incidents.

8. Establish and maintain communications capabilities to ensure interoperability.
9. Provide mutual support in training, drills and exercises, and comply with all applicable regulations and requirements, as requested and available.
10. Provide liaisons when requested between the parties' for mitigation, preparedness, response and recovery.
11. Coordinate the Joint Information System (JIS) for Emergency Public Information, when applicable.
12. Agree to share designated radio frequencies and other communication equipment, for coordination and cooperation and periodically provide updates to designated radio frequencies.

THE CONDITIONS OF MOU:

1. Response to requests for aid shall be subject to prior emergency commitments and the availability of equipment, personnel, and other resources at the time the request is made.
2. Request for aid shall be based on the type of incident and/or hazards being encountered and the needs of the primary responders and may include personnel resources, equipment, and/or special resources, as applicable.
3. The size and type of the mutual aid response and equipment to be made available shall be determined by the responding organization.
4. The responding organization shall advise the requester as to the extent to which the responding organization will be able to respond.
5. Mutual aid responders shall report as a unit and remain intact in their respective units for the duration of the response, unless separation is agreed to by the responding unit's officer in charge.
6. The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed for an emergency within its primary response area.
7. Emergency officials may bypass road closures, to respond to an incident, after coordination with appropriate jurisdictional parties and/or IC.

OPERATING PROCEDURES AND TRAINING

1. Specific operating plans and procedures or training, which may be required in order to implement this MOU, shall be developed and implemented by the responsible parties.
2. Coordination of joint training, drills and exercises and the sharing of training facilities, instructors and courses, are encouraged under this MOU.

EMERGENCY OPERATIONS CENTER

1. DOE and the County have Emergency Operations Centers (EOCs), which are capable of supporting response and coordination to All-Hazards. These parties agree:
 - They shall exchange EOC Liaisons, as requested.
 - Emergency facilities and equipment, resources and reasonable emergency management assistance will be provided, as available and determined, by the authorized emergency management official of the party providing the assistance.

EMERGENCY MEDICAL SERVICES

1. In the event of an emergency requiring emergency medical services/transport exceeding capabilities occurs, EMS resources requests will coordinate with Lea County Dispatch Center.
2. The IC will determine if ground or air transport is necessary and appropriate.
3. During a radiological emergency, attempts will be made by emergency personnel to decontaminate the patient(s) prior to treatment and/or transport to the extent allowable based on the nature and severity of the injury or illness.
4. Lea County will provide EMS resources as available, due to the volunteer nature of the County EMS personnel.
5. All personnel responding to a radiological medical emergency shall be furnished with Personal Protective Equipment (PPE), monitored, surveyed for contamination, and decontaminated as necessary by emergency personnel prior to leaving the area, unless, such a delay would adversely impact the health and wellness of the patient(s).
6. If decontamination precautions cannot be taken in the field, then monitoring and decontamination (as necessary) will be conducted by emergency personnel upon arrival at the receiving medical facility.
7. During a WIPP radiological emergency, DOE will provide radiological response resources to support treatment and transport, as necessary.

8. In all cases, the medical needs of the critically injured/ill patient(s) shall be given priority over radiological concerns regarding the patient(s), response personnel, emergency response equipment, and facilities.

HAZARDOUS MATERIAL RESPONSE AND COORDINATION

Parties will coordinate and support response to hazardous materials incidents as available, to include:

1. Provide hazardous material response resources with appropriate level of trained (Operations/Technician) emergency responders and support personnel.
2. Provide available hazard material equipment, supplies, and technology to support life-saving and incident stabilization.
3. Coordinate field monitoring operations and consequence assessment data to support decision-making of emergency officials.

UTILIZATION OF EQUIPMENT

Parties shall have reciprocal accessibility to use equipment (declared excess, spare/reserve or surplus) in good faith in the normal course of business, in support of the emergency service activities during the term of this MOU.

1. The loaning of equipment shall be effectuated via a Personal Property Loan Agreement and all terms and conditions therein shall apply.
2. In the event of a request for aid by either party, both DOE and the COUNTY shall make equipment readily available.

LIABILITY

1. This MOU in no way restricts parties from participating in any activity with other public or private agencies, organizations, or individuals.
2. This MOU is neither a fiscal nor a funds obligation document.
3. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, unless otherwise agreed upon by a separate agreement.
4. Both parties waive any and all claims against each other for any loss, damage, personal injury, or death occurring in consequence of a reasonable performance of this MOU.

5. This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party.
6. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of DOE information to the public regarding projects and programs referenced in the MOU, shall be made by DOE following consultation with the other party.
7. The details of the level of support to be furnished to one party by another with respect to funding will be developed in specific interagency MOUs or other agreements, subject to availability of funds, and 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.

DURATION, UPDATES, AND TERMINATION

1. This MOU shall become effective upon the approval of both parties as indicated by the signatures of the individuals authorized to execute the MOU.
2. This MOU represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this MOU.
3. This MOU shall be reviewed at least every two years, by both parties.
4. Any additions, deletions, or modifications made to this MOU either as a result of the review or at any time between the reviews, shall require written approval of both parties or shall become effective upon receipt of such written approval.
5. If no changes are required, the parties shall exchange written communications, indicating such.
6. Failure of the parties to perform review every two years as described above shall not terminate this MOU, and all signed agreements and understandings will remain standing in effect.
7. This MOU may be terminated by either party at any time upon 90-day written notice to the other party.
8. The parties agree that this MOU is mutually beneficial to both parties and that termination of this MOU should be avoided unless it is replaced by a new MOU.

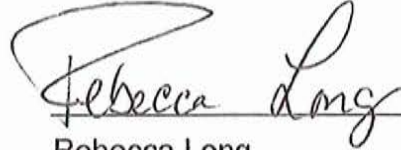
IN WITNESS WHEREOF, the parties hereto have executed this MOU in several counterparts.

Gregory
Sosson

Digitally signed by Gregory Sosson
DN: c=us, o=u.s. government,
ou=department of energy, ou=Energy IT
Services, ou=DOE Common Operating
Environment, ou=People, cn=Gregory
Sosson
Date: 2020.05.14 06:28:24 -06'00'

~~Todd Shrader~~ Gregory Sosson
Carlsbad Field Office Manager - Acting
UNITED STATES OF AMERICA
U.S. DEPARTMENT OF ENERGY

Date: _____



Rebecca Long
Chair, Board of County Commissioners
LEA COUNTY
NEW MEXICO

Date: April 23, 2020

Lea County

APR 23 2020

LCBCC Meeting

ATTEST: Keith Manes
Lea County Clerk

LEA COUNTY SEAL:



Date: April 23, 2020

By: 
Hollye Shearer, Deputy Clerk