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Alternate EOC. S+W
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JOINT POWERS AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF ENERGY

AND

THE CITY OF CARLSBAD

AND

THE COUNTY OF EDDY

AND

NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

FOR A JOINT-USE

ALTERNATE EMERGENCY OPERATIONS CENTER

UNITED STATES DEPARTMENT OF ENERGY
CITY OF CARLSBAD, NEW MEXICO AND
COUNTY OF EDDY, NEW MEXICO, AND
NEW MEXICO ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT (LDSR)

JOINT POWERS AGREEMENT

WHEREAS, the United States Department of Energy (DOE), Carlsbad Area Office (CAO) includes within its jurisdiction the Waste Isolation Pilot Plant (WIPP) site, with associated facilities located in the City of Carlsbad. The WIPP is a geological repository intended for the permanent disposal of defense-generated transuranic radioactive waste, and the DOE owns the WIPP;

WHEREAS, WIPP is located in Eddy County, New Mexico (County) near the City of Carlsbad, New Mexico (City);

WHEREAS, the New Mexico Energy, Minerals, and Natural Resources Department (EMNRD), pursuant to Sections 16-2-2, et seq. NMSA 1978, operates the Living Desert State Park at Carlsbad in Eddy County, New Mexico, and has the authority to designate law enforcement officers within the park;

WHEREAS, the DOE, the City, the County, are authorized to formulate and initiate cooperative emergency response plans and activities pursuant to Section 161(f) of the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2201 (f)); Section 3-18-1 NMSA 1978; and Section 4-37-1 NMSA 1978, respectively;

WHEREAS EMNRD believes it is in the public interest to encourage and participate in such cooperative emergency response efforts by making available the premises of the Living Desert State Park (Park) as an alternate Emergency Operations Center (EOC) for the support of those efforts.

NOW THEREFORE, pursuant to the Joint Powers Agreement Act, Sections 11-1-1 through 11-1-7 NMSA 1978, the Parties do hereby enter into the following agreement:

1. Coordinated Planning and Emergency Responses: The Parties shall coordinate their respective emergency preparedness plans. In particular, the DOE will provide its emergency radiological response plan to the other Parties. The emergency preparedness plans shall, at a minimum:

- a. Describe the emergency response resources and the communication capabilities of each Party; and
 - b. Specify the assigned emergency responsibilities of each Party during a joint emergency response effort.
2. Exercises, Drills, and Training: The Parties and EMNRD shall support and participate in:
- a. Periodic exercises, drills, and training sessions designed to develop and maintain a high state of readiness for coordinated responses to emergency situations that are of mutual concern; and
 - b. Training drills, classes, and drills between and among the WIPP and Joint Power's agreement will be encouraged under this agreement.
3. EOC: The Parties and EMNRD shall share in establishing and maintaining an alternate EOC equipped to support and carry out assigned emergency response tasks. In particular:
- a. The alternate EOC shall be located on the premises of the Park as shown in Attachment 1;
 - b. The EMNRD shall provide cleaning and housekeeping for the alternate EOC;
 - c. The DOE will install and maintain such communications hardware, equipment, or systems at the alternate EOC as may be necessary to provide an emergency communications link between the alternate EOC and the onsite WIPP Emergency Operations Center. All such equipment shall remain the property of the DOE;
 - d. On at least a semi-annual basis, EMNRD shall provide personnel for testing the operational readiness of the alternate EOC personal computer. Such testing shall be under the direction of the DOE;
 - e. In the event of an emergency response need, EMNRD shall provide personnel for initial and/or interim alternate EOC operation;

- f. EMNRD shall have use of the alternate EOC personal computer equipment for record keeping and/or word processing purposes without charge during times when the alternate EOC is not activated for emergency response activities or training;
 - g. EMNRD, upon reasonable advance notice, shall provide access to the EOC for purposes of non-emergency activities including, but not limited to, training and maintenance;
 - h. In the event of an emergency incident involving the activation of the onsite WIPP Emergency Operations Center, the DOE shall dispatch emergency response liaison personnel for the alternate EOC at the Park as deemed necessary, and
 - i. In the event of an emergency incident in the City or County involving all hazards including radiological, the DOE shall dispatch emergency response liaison personnel to the alternate EOC, as requested, immediately upon receipt of notification, and shall, upon request, respond with available personnel and equipment to provide radiological assistance at the emergency site.
4. Public Information Coordination: Consistent with the Freedom of Information Act (5 U.S.C. Section 552), the Parties shall develop, by mutual agreement, procedures for the timely release of information to the public regarding any emergency preparedness activities carried out pursuant to this Joint Powers Agreement.
5. Security: Nothing in this Joint Powers Agreement authorizes access to or disclosure of classified information required to be protected in accordance with federal law or regulation in the interest of National Security. The Parties and EMNRD agree to comply with, and to assure that all their personnel participating in any exercises hereunder with WIPP comply with, all applicable security regulations and requirements as directed by DOE.

6. Administration: DOE Carlsbad Area Office Manager shall administer the DOE responsibilities hereunder. The City's City Administrator shall administer the City's responsibilities hereunder. The County Manager shall administer the County's responsibilities hereunder. EMNRD's Park Manager shall administer EMNRD's responsibilities hereunder.

7. Strict Accountability for Receipts and Disbursements:

The Parties and EMNRD shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to one another, the New Mexico Department of Finance and Administration (DFA), the New Mexico State Auditor, and the Comptroller General upon request, and shall maintain all such records available for inspection for three (3) years after this Agreement has expired or been terminated.

Financial records involving services and procurement under this agreement shall be audited annually pursuant to all federal, state, and local government audit requirements as prescribed by the Single Audit Act of 1984.

8. Disposition, Division, or Distribution of Property:

Return of Surplus Funds: If, upon expiration or termination of this Agreement, any Party and EMNRD has property or funds in its possession belonging to another party, the same shall be returned in proportion to the Parties' and EMNRD's original contribution.

9. Amendment: This Agreement shall not be modified or amended except by written agreement among the Parties and EMNRD, and approved by the Secretary of DFA.

10. Effective Date: This Agreement shall become effective when signed by all Parties and EMNRD and approved by the Secretary of DFA.

11. Term: Termination: This Agreement shall continue* in effect unless and until it is terminated by all Parties and EMNRD upon mutual agreement or by any Party or upon written notice at least 90 days prior to the intended date of termination. By such termination, no Party nor EMNRD may nullify noticed date of such termination.

12. Supersedure of the Existing Joint Powers Agreement:
This agreement supersedes an existing Joint Powers Agreement relating to an Alternate Emergency Operations Center executed among the parties and approved by the DFA on March 10, 1994.

IN WITNESS WHEREOF, THE PARTIES AND EMNRD HAVE ENTERED INTO AND EXECUTED THIS JOINT POWERS AGREEMENT IN SEVERAL COUNTERPARTS ON THE RESPECTIVE DATES INDICATED

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF ENERGY

BY: Ines Triay /s/
Ines Triay (TYPED)

TITLE: Manager

DATE: 3/16/00

CITY OF CARLSBAD, NEW MEXICO

BY: Gary L. Perkowski /s/
Gary L. Perkowski (TYPED)

TITLE: Mayor

DATE: 9/14/00

ATTEST: Pearlene Drodzhan
City Clerk

EDDY COUNTY, NEW MEXICO

NEW MEXICO ENERGY, MINERALS & NATURAL RESOURCES DEPARTMENT - STATE PARK AND RECREATION DIVISION

BY: Ray L. Camp /s/
Ray Camp (TYPED)

TITLE: Chairman

DATE: 7/18/00

ATTEST: Jan Cheverray
County Clerk

APPROVED:

BY: [Signature] /s/
[Signature] (TYPED)

TITLE: _____

DATE: 8/9/00

NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

BY: [Signature] /s/ 10/24/00
[Signature] (TYPED)

TITLE: _____

DATE: _____

Oct 23 2 30 PM '00