

INTERAGENCY AGREEMENT BETWEEN DOE AND EPA

RADIOLOGICAL CHARACTERIZATION OF AREA IV AT SANTA SUSANA FIELD LABORATORY

PURPOSE

This amended Interagency Agreement (IAG) provides Department of Energy (DOE) funds to Environmental Protection Agency (EPA) so that EPA can: 1) conduct a background study to determine site specific background values for radiological contaminants at the Santa Susana Field Laboratory (SSFL), 2) develop a scope of work, schedule and cost estimate for the first phase of a radiological survey of SSFL Area IV and buffer zone areas adjacent to Area IV, 3) initiate a historical site assessment evaluating past radiological activities at SSFL, 4) initiate development of a workplan for a radiological study of SSFL Area IV and buffer zone areas adjacent to Area IV.

BACKGROUND

DOE historically conducted activities in a portion of Area IV of the SSFL facility known as the Energy Technology Engineering Center (ETEC). DOE is currently conducting surveillance, maintenance, and environmental monitoring, including soil and groundwater characterization required under the Resource Conservation Recovery Act (RCRA) and the California Health and Safety Code, section 25187 in Area IV.

DOE has conducted a Data Gap Analysis to evaluate the usability and acceptability of existing data and to identify any additional data that may support the preparation of an Environmental Impact Statement (EIS) in accordance with the *National Environmental Policy Act of 1969* for Area IV. Preparation of this EIS is required by an Order of the U.S. District Court for the Northern District of California in Case No. C-04-04448-SC.

DOE has also entered into a Consent Order for Corrective Action with the California Department of Toxic Substances Control (DTSC) in August 2007, pursuant to DTSC's authority over the cleanup of hazardous wastes under RCRA. DOE is in the process of preparing RCRA Field Investigation Reports for Area IV of SSFL as required by the August 2007 Consent Order schedule.

In Pub. L. No. 110-161, DOE was appropriated \$13 million for "environmental remediation activities associated with" ETEC. Pub.L. No. 110-161 also provided additional direction that DOE must use a portion of this \$13 million to "enter into an interagency agreement with the Environmental Protection Agency to conduct a joint comprehensive radioactive characterization of Area IV of the SSFL."

AUTHORITIES

This IAG is entered into consistent with applicable federal law, including but not limited to:

For EPA: the Consolidated Appropriations Act for FY 2008, Pub. L. No. 110-161 at 121 Stat. 1959; applicable provisions of *the Comprehensive Environmental Response, Compensation and Liability Act*, as amended, 42 U.S.C. Section 9601 et seq., and the CERCLA National Contingency Plan, 40 C.F.R. Part 300.

For DOE: the Consolidated Appropriations Act for FY 2008, Pub. L. No. 110-161 at 121 Stat. 1959; *Atomic Energy Act (AEA)*, 42 U.S.C. Section 2011, et seq.; and applicable provisions of *the Comprehensive Environmental Response, Compensation and Liability Act*, as amended, 42 U.S.C. Section 9601 et seq.

AGREEMENT

DOE agrees to fund EPA's performance of those portions of the radiological survey set forth in Attachment A.

Attachment A (also referred to as "the Work") describes the scope of activities anticipated by this IAG. EPA will be the Lead Agency for conducting this Work that is summarized and defined in Attachment A to this IAG.

AGENCY ROLES AND RESPONSIBILITIES

EPA will be the Lead Agency for the Work conducted by EPA and funded by DOE under this IAG. With respect to the Work conducted by EPA, the term "Lead Agency" shall have the meaning established in relevant portions of the CERCLA National Contingency Plan, 40 C.F.R. Part 300. DOE and EPA personnel will discuss the progress of the Work on a regular basis, but no less than quarterly.

PROGRAMMING, BUDGETING AND FUNDING

DOE provided \$1,500,000 to EPA in FY 08 and is by this IAG amendment providing an additional \$1,700,000 to EPA in FY 09 to allow EPA to begin the EPA Work described in Attachment A. A portion of the funds (up to \$500,000) may be used to fund EPA staff and travel expenses related to the EPA Work. Any additional funds needed by EPA to complete the Work as described in Attachment A will be transferred to EPA by means of an amendment to this IAG. Funds transferred to EPA under this IAG shall be deposited in the EPA Santa Susana Field Laboratory Site Special Account within the EPA Hazardous Substance Superfund Account to be retained and used solely to conduct or finance the work in this IAG at the Santa Susana Field Laboratory Site.

Any requirement for the payment or obligation of funds established by the terms of this IAG shall be subject to the availability of appropriated funds. EPA will perform the

Work in this IAG on the condition that DOE provides all of the funding necessary for that Work. No provision herein shall be interpreted to require obligation or payment of funds in violation of the *Anti-Deficiency Act*, 31 U.S.C. Section 1341. In cases where payment or obligation of funds would constitute a violation of the *Anti-Deficiency Act*, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

DISPUTE RESOLUTION

DOE and EPA will use their best efforts to resolve any disputes regarding this IAG through informal dispute resolution. Informal dispute resolution should begin at the Project Manager level with appropriate involvement of DOE and EPA legal counsel. If informal dispute resolution is not successful, the dispute shall be forwarded to the EPA Region 9 Director, Superfund Division and the DOE Deputy Chief Operating Officer, Office of Environmental Management. However, the EPA Region 9 Regional Administrator will have sole and final authority to resolve any dispute concerning a matter of scientific, policy or technical judgment regarding the scope, conduct or analysis of the EPA Work.

EXECUTION AND TERMINATION

This IAG shall be terminated 180 days following the completion of the EPA Work as described in Attachment A, unless the term of this IAG is extended by mutual agreement. Should DOE be unable to fulfill its obligation to transfer the \$1.7 million discussed above or be unable to comply with a subsequent request by EPA for additional funds to complete the Work, EPA may terminate this IAG thirty days after delivery to DOE of a notice to terminate this IAG.

MODIFICATION

This IAG may be modified by mutual agreement of the parties in order to facilitate the continuation and completion of the radiological characterization of SSFL Area IV and adjacent portions of the buffer zone areas.

RESERVATION OF RIGHTS

This IAG is to be used solely for DOE's and EPA's internal management purposes. This IAG does not extend to any other person or entity nor does it create any right or cause of action. DOE and EPA, respectively, reserve any and all rights or authorities including but not limited to legal, equitable or administrative rights. In particular, EPA reserves all rights and authorities established by and provided under CERCLA and the NCP as delegated by the President to EPA. Further, DOE reserves all rights and authorities established and provided under Atomic Energy Act and Executive Order 12580.

ATTACHMENT A:
DESCRIPTION OF EPA WORK TO BE PERFORMED

Complete Background Study to Determine Site-Specific Background Values for Radiological Constituents:

1. Develop Scope of Work for a study to determine site specific background values for radiological contaminants of concern at for Area IV at SSFL.
 2. Share Scope of Work with State of CA, DOE and stakeholders for input
 3. Develop Field Sampling Plan
 - Study will include radiological scanning and soil sampling
 - Areas that are geologically similar to Area IV but not impacted by activities at SSFL will be chosen for sampling
 - Collect and analyze statistically appropriate number of samples to determine background values for the relevant radionuclides
 4. Conduct field work
 5. Prepare Report of Findings
 - Circulate Report for DOE, State and Stakeholder input
 6. Prepare Final Report
 7. EPA will provide to DOE a quarterly summary status report on dollars spent and progress to date.
- II. Develop Detailed Scope of Work for Conducting the Initial Phase of Radiological Study of Area IV and the Adjacent Buffer Zone:

Initial Phase of Study will include:

1. 100% Surface Scan of accessible areas using MARSSIM principles
2. Surface Soil Sampling and Analysis for radionuclides
3. Cost Estimate for All Work

III. Conduct a Historical Site Assessment (HSA) Evaluating Past Radiological Activities at SSFL

Deliverables:

Draft HSA
Final HSA

This effort would be conducted in general accordance with the U.S. EPA, Scoping Document for Development of Radiation Survey of a Background Reference Area and Area IV/Buffer Zone Santa Susana Field Laboratory dated December 2008.

IV. Develop a Workplan for a Radiological Study of SSFL Area IV and Buffer Zone Areas Adjacent to Area IV ("Workplan")

Deliverables:

Draft Workplan
Draft – Final Workplan
Final Workplan

This effort would be conducted in general accordance with the U.S. EPA, Scoping Document for Development of Radiation Survey of a Background Reference Area and Area IV/Buffer Zone Santa Susana Field Laboratory dated December 2008.

DEPARTMENT OF ENERGY
AGENCY

ENVIRONMENTAL PROTECTION

Cynthia V. Anderson

2/17/2009

(Date)

Cynthia V. Anderson
Deputy Chief Operating Officer
Office of Environmental Management

Keith Takata — 2/19/2009

(Date)

Keith Takata
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