

STATE OF NEW MEXICO

ENVIRONMENTAL IMPROVEMENT DIVISION

IN THE MATTER OF:

DOCKET NUMBER

United States Department of Energy
c/o Mr. Harold Valencia
Area Manager
Dept. of Energy Los Alamos Area Office
Los Alamos, New Mexico 87544

NMHWA 880801
August 30, 1988

University of California
c/o Mr. Siegfried S. Hecker, Director
Los Alamos National Laboratory
Post Office Box 1663
MS K490
Los Alamos, New Mexico 87544

NMHWA 880801-A
August 30, 1988

*This concerns
RS + SS
Compliance
Orders and*

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by the Environmental Improvement Division of the New Mexico Health and Environment Department, the United States Department of Energy and the Regents of the University of California. This Agreement resolves all issues presented by and all disputes between the parties arising out of the Compliance Orders/Schedules described herein, and is made upon the following terms and conditions:

I. Parties.

A. Department of Energy. The United States Department of Energy ("DOE") is an agency of the Federal Government. DOE owns the facility known as The Los Alamos National Laboratory ("LANL") located in Los Alamos, New Mexico. As such, DOE is an owner of a hazardous waste facility within the meaning of the federal Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Sections 6901 et seq., ("RCRA"), as well as within the meaning of the State Hazardous Waste Act, as amended, Section 74-4-1 et seq., NMSA 1978, ("HWA"), and of the State Hazardous Waste Management Regulations, as amended ("HWMR"). DOE has the authority to sue; and, to the extent the United States has waived its sovereign immunity to suit, to be sued; and to enter into this Agreement.



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- 2 B. Regents of the University of California. The Regents
4 of the University of California ("the University") are
6 a branch of the State of California equal and
8 coordinate with the legislature, the judiciary, and the
10 executive. The University operates LANL for DOE under
12 Contract No. W-7405-ENG-36. As such, the University is
14 an operator of a hazardous waste facility within the
16 meaning of RCRA, HWA, and implementing regulations.
18 The University has the authority to sue and be sued,
20 and to enter into this Agreement.
- 22 C. Los Alamos National Laboratory. LANL is a "federal
24 facility" within the meaning of RCRA; and, as such, is
26 subject to regulation by EID under the provisions of
28 HWA and HWMR, as authorized by Congress in 42 U.S.C.
30 Sections 6961 et seq.
- 32 D. Environmental Improvement Division. The Environmental
34 Improvement Division ("EID") is an agency of the State
36 of New Mexico and has the lawful authority and duty to
38 enforce the provisions of HWA and HWMR, as provided in
40 Section 74-4-10 NMSA 1978. EID has general statutory
42 authority to sue and be sued, and to enter into this
44 Agreement, pursuant to Section 74-1-6 NMSA 1978.
- 46 E. Authority to Contract. Each undersigned representative
48 of a Party certifies that he or she is fully authorized
to enter into the terms and conditions of this
Agreement and to legally bind such Party to this
Agreement.

32 II. Statement of Dispute.

- 34 A. Statement of Facts. On July 14-16, 1987, EID and the
36 United States Environmental Protection Agency ("EPA")
38 conducted a hazardous waste compliance inspection at
40 LANL. On January 8, 1988, EID issued a Notice of
42 Violation ("NOV") to DOE and to the University
44 regarding violations of HWMR-3 based on the July 1987
46 inspection. The NOV constituted reissuance of EID's
48 November 10, 1987 NOV, which was rescinded on November
24, 1987. On August 30, 1988 EID issued Compliance
Order/Schedule Docket No. 880801 against DOE ("CO/S
880801"), and Compliance Order/Schedule Docket No.
880801-A against the University ("CO/S 880801-A").
These orders constituted reissuance of EID's August 1,
1988 order issued to the same parties, in order to
clarify some confusion as to whom the August 1, 1988

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2 CO/S was issued. Under protest, DOE and the University
3 submitted to the Director a request for public hearing
4 on October 6, 1988. This request is currently pending.

6 B. Penalties Assessed. CO/S 880801 assessed an
7 administrative penalty of \$51,494.50 against DOE. CO/S
8 880801-A assessed an administrative penalty of
9 \$51,494.50 against the University.

10 C. DOE and the University Position. DOE and the
11 University requested a public hearing on the above
12 referenced Compliance Order/Schedule pursuant to
13 74-4-10F, NMSA 1978, as amended. They made this
14 request for public hearing under protest for the
15 following reasons:

16
17 1. Election for a Public Hearing. Section 74-4-10F,
18 NMSA 1978, as amended, requires that a public
19 hearing be requested within 30 days after the
20 Compliance Order/Schedule is served. At such time
21 EID had not promulgated rules of procedure for a
22 hearing conducted pursuant to 74-4-10F, NMSA 1978,
23 as amended. DOE and the University asserted that
24 the requirement to elect a public hearing without
25 adequate notice of the rules of procedure
26 governing such hearing is a denial to DOE and the
27 University of their fundamental rights of due
28 process. Accordingly, their request for public
29 hearing shall not be construed as a waiver by DOE
30 or the University of their rights to due process.

32 2. Administrative Penalties. DOE and the University
33 also protested the attempt by EID to impose two
34 separate administrative penalties -- one against
35 DOE as owner and one against the University as
36 operator of a hazardous waste facility -- for the
37 same alleged violations. In prior dealings with
38 DOE and the University, EID has consistently
39 asserted that the HWA creates joint and several
40 liability between the owner and operator for any
41 civil fine imposed. These two positions are
42 inconsistent and appear to reflect an arbitrary
43 enforcement policy.

44
45 3. EID Jurisdiction. In making their request for
46 public hearing, neither DOE nor the University
47 waived their rights to challenge the authority of
48 New Mexico to impose administrative sanctions on
DOE or the University for alleged violations at

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2 the LANL of the HWA, on account of the sovereign
immunity of the United States of America and
4 certain provisions of RCRA.

6 D. EID Position.

8 III. Purposes. The general purposes of this Agreement are to:

- 10 A. Provide for Dispute Resolution. This Agreement
12 resolves all issues presented by and all disputes
between the parties arising out of the Compliance
14 Orders/Schedules described herein;
- 16 B. Provide Procedures. This Agreement establishes a
procedural framework, prioritization, and schedule for
18 developing, implementing and monitoring the
undertakings of this Agreement; and
- 20 C. Provide for Cooperation. This Agreement is intended to
22 facilitate cooperation, exchange of information, and
participation of the Parties in the undertakings of
24 this Agreement.

26 IV. Scope of Agreement. This Agreement applies only to the
alleged violations of HWMR-3 (now HWMR-5) and all other
28 matters contained in CO/S 880881 and CO/S 880801-A.

30 V. Compromise and Settlement.

- 32 A. Accord and Satisfaction. The parties are mutually
34 desirous of fully and finally resolving the foregoing
issues and disputes amicably and without resort to
36 further legal action. Consequently, in consideration
of the mutual undertakings expressed herein, including
38 the forbearance of EID to further pursue legal action
in this matter against DOE and University with respect
40 to the alleged violations specified in CO/S 880881 and
CO/S 880801-A, DOE and the University agree to withdraw
42 their Request for Public Hearing, and the parties
hereby agree to carry out the undertakings specified in
44 Paragraph VI. Accordingly, this Agreement constitutes
full satisfaction of the activities ordered by the EID
46 Director in CO/S 880881 and CO/S 880801-A and the
administrative charges assessed therein.
- 48

2 B. EID's Reservation of Rights. EID reserves the right to
3 seek injunctive enforcement of this Agreement or pursue
4 other legal action if DOE or the University fail to
5 comply with any terms of this Agreement. Also, EID
6 further retains the right to seek and collect future
7 penalties as provided in Paragraph XI, if DOE or the
8 University fails to comply with any of the terms of
9 this Agreement. In entering this Agreement, EID
10 disclaims any intention to abandon its general legal
11 position as to the power of EID to enforce all
12 provisions of New Mexico law against federal facilities
13 such as LANL, and EID hereby expressly reserved the
14 rights to assess civil penalties or seek any other
15 sanction provided by New Mexico law in the event of any
16 future violations by DOE or the University at LANL of a
17 compliance order or of any provision of HWMR as
18 amended, or other potentially applicable provisions of
19 state law.

20 C. DOE and University Reservation of Rights. In accepting
21 the terms and conditions of this Agreement, DOE and the
22 University hereby reserve their rights to any and all
23 defenses available under New Mexico and federal law
24 and hereby expressly disclaim any admission of
25 wrongdoing.
26

28 VI. Undertakings.

30 A. Subcontract for Solid Waste Stream Evaluation. Within
31 thirty (30) days of the effective date of this
32 Agreement, the University shall contract with an
33 independent subcontractor for the following
34 activities:

36 1. Initial Report - Site Prioritization. The
37 subcontractor shall prepare a report recommending
38 an appropriate site prioritization and schedule
39 for the evaluation of all active solid waste
40 streams at LANL. Such report shall be forwarded
41 to EID within ninety (90) days of the effective
42 date of this Agreement and shall constitute the
43 priorities and schedule to be followed for
44 evaluation of LANL solid waste streams.

46 2. Waste Stream Identification. For each building
47 and site in a LANL Technical Area within Los
48 Alamos County and specified in paragraph VI.B, the
subcontractor shall investigate and compile a

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listing of each active solid waste stream, as defined in HWMR-5, Part III, Section 261.2.

3. Waste Stream Evaluation. For each active waste stream, the subcontractor shall determine, in accordance with HWMR-5, Part III, Section 262.11, if such waste stream is a hazardous waste at the time of sampling. Specific tests conducted in accordance with HWMR-5, Part III, Section 262.11(c), shall be identified and documented. All testing shall be by EPA-approved methods. Knowledge of process determinations made in accordance with HWMR-5, Part III, Section 262.11(c) shall be fully documented. Documentation for knowledge of process shall be provided in accordance with a format prepared by the subcontractor (attachment 1 to this Agreement).
4. Quarterly Reports. The information shall be compiled by Technical Area and building or outside test site and submitted in quarterly reports to EID. The reports will be submitted no more than 30 days from the end of each quarter. The first quarter shall be three months after, and the final quarter shall not be more than sixty (60) months after, the prioritization and schedule report has been forwarded to EID in accord with paragraph VI.A.1, above. Each source within a particular Technical Area shall be separately identified. Waste streams excluded in accordance with HWMR-5, Part III, Section 262.11(a), shall be identified and fully documented as to the basis of the exclusion.

B. Active Solid Waste Streams. DOE and the University shall perform the activities specified in IV.A for the following Technical Areas: 0, 2, 3, 6, 8, 9, 11, 14, 15, 16, 18, 21, 22, 28, 33, 35, 36, 37, 39, 40, 41, 43, 46, 48, 50, 51, 52, 53, 54, 55, 57, 58, 59, and any other active sites not identified above. Technical Areas that became inactive shall not be evaluated.

C. Reporting Requirements.

1. Report. DOE and the University shall submit to EID thorough reports that include the following:
- a. narrative summary of results;

- 2 b. results summary in tabular form;
- 4 c. supporting analyses requests and analyses
6 reports, identified with same sample number;
 and
- 8 d. any other technical information requested by
10 EID that is reasonably necessary to meet the
12 requirements of this Agreement, i.e. maps, or
 sample locations.

14 DOE and the University shall have a continuing
16 duty to submit corrections to a report, which they
 have identified after the report's submission.

18 2. EID Review and Approval of Report. Within thirty
20 (30) days of EID's receipt of each report or
22 correction thereto, EID shall notify DOE and the
24 University, in writing, of EID's approval of the
26 report or of the report's inadequacies. If the
28 inadequacies can be corrected with existing data,
30 DOE and the University shall, within fifteen (15)
32 days of such notice of inadequacy, modify the
34 report and submit it to EID for review and written
 approval. If correction of inadequacies require
 additional investigation, including but not
 limited to additional chemical analyses of the
 solid waste streams, DOE and the University shall,
 within forty-five (45) days of such notice of
 inadequacies, modify the report and submit it to
 EID for review and written approval. EID shall
 not unreasonably withhold its approval.

36 3. Timely Notification. EID's failure to timely
38 notify DOE and the University of approvals or
40 inadequacies shall excuse any noncompliance with
 this Agreement resulting from EID's failure to
 provide timely notice.

42 D. Continuing Obligation. The activities specified herein
44 may be carried out in whole or in part by DOE, the
46 University, or an independent subcontractor of the
48 University. Accordingly, any action taken by the
 University or said subcontractor in fulfillment of the
 undertakings required by this Agreement shall be to the
 same effect as if performed by DOE, and vice versa. If
 DOE's contract with the University is terminated or
 expires prior to such time as these undertakings are

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2 fully completed, DOE agrees to impose upon its
3 successor contractor(s) at LANL the same obligations as
4 will now be imposed upon the University with respect to
5 the satisfaction of these obligations. Notwithstanding
6 any contract existing between DOE and the University,
7 the University shall remain obligated under the terms
8 of this Agreement, unless DOE has contracted with a
9 successor prime contractor for the operation of LANL.

10 E. Previously Unidentified Hazardous Waste Units. In the
11 event that, through the activities required under this
12 Agreement or any other EID, EPA, or DOE activity,
13 Resource Conservation and Recovery Act (RCRA) units not
14 previously identified in the RCRA Part A application
15 are discovered, the following actions shall be taken:

- 16 1. Waste Stream Evaluation. Confirmatory waste
17 stream information shall be gathered and submitted
18 to EID within forty-five (45) days of discovery;
19
- 20 2. Notification. Written notification of any units
21 identified shall be provided to EID within fifteen
22 (15) days of confirmation in the form of an
23 attachment to the RCRA Part A application;
24
- 25 3. Continued Operation. If DOE and the University
26 wish to continue operation of such a unit, the
27 addition of waste into the unit may continue, and
28 a permit modification to LANL's RCRA operating
29 permit shall be provided to EID within thirty (30)
30 days of confirmation;
31
- 32 4. Unit Closure. If DOE and the University wish to
33 close such a unit, the addition of hazardous waste
34 into the unit shall cease immediately and a
35 closure plan will be provided to EID coincident
36 with the evaluation of the area in question under
37 the DOE's Environmental Restoration Program (ER)
38 or the corrective action portion of the RCRA
39 operating permit, whichever applies;
40
- 41 5. Closure Requirements. Closure activities shall be
42 based upon the findings of the ER Program or RCRA
43 investigation and shall be performed in compliance
44 with HWMR-5 closure requirements upon EID closure
45 plan approval;
46
- 47 6. Ground-water Monitoring. Ground-water monitoring
48

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2 requirements shall be based upon the findings of
3 the ER Program or RCRA investigation, shall be
4 performed in compliance with HWMR-5 ground-water
5 monitoring requirements, and shall be addressed as
6 closure/post-closure activities;

7. Health or Environmental Endangerment. If the
8 unit is determined to be an imminent and
9 substantial endangerment to human health or the
10 environment, action will be taken by DOE and the
11 University to preclude such damage as soon as is
12 reasonably possible;
- 14 8. Enforcement Action. No penalties shall be
15 assessed and no enforcement actions shall be taken
16 by the EID or EPA against DOE or the University as
17 a result of the discovery of any new units,
18 including, but not limited to any postponement of
19 closure or ground-water monitoring activities as
20 set forth in this Agreement; and
- 22 9. Compliance with HWA and RCRA. Nothing in the
23 terms of paragraph VI.E of this Agreement shall
24 constitute noncompliance with any part of the HWA,
25 HWMR-5, or the federal RCRA program. EID shall
26 obtain assurances from EPA that EPA will not
27 initiate enforcement action in this matter under
28 RCRA Section 3008(a), as a result of this
29 Agreement.

30
31 F. EID Waiver of Rights. EID hereby waives its right to
32 pursue further legal action against DOE and University
33 with respect to the alleged violations specified in
34 CO/S 880881 and CO/S 880801-A, and releases DOE and the
35 University from all obligations thereunder.

36
37 G. DOE and University withdrawal of Request. DOE and the
38 University hereby withdraw their request for public
39 hearing and waive their rights to pursue further legal
40 action against EID with respect to the alleged
41 violations specified in CO/S 880881 and CO/S 880801-A.

42
43 VII. Good Faith Performance and Applicable Law. The parties
44 agree that they will act reasonably and in good faith to
45 comply with the terms of this Agreement. All actions
46 required or undertaken under this Agreement shall be in
47 compliance with the requirements of all applicable federal,
48 state and local laws, and regulations. Applicable New
Mexico and federal law shall govern all issues arising from

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2 or associated with the formation, performance, enforcement,
and termination of this Agreement.

4
6 VIII. Point of Contact. Whenever under the terms of this
Agreement notice or information is required to be given by
8 one party to another, it shall be directed to the
individuals at the addresses specified below, unless those
10 individuals or their successors give notice in writing which
designates a different individual to receive such
communications.

12 DOE Designee:

14 H. E. Valencia
16 Area Manager
U.S. Department of Energy
18 Los Alamos Area Office
Los Alamos, New Mexico
20 87544

EID Designee:

Boyd Hamilton
Program Manager
Hazardous Waste Program
Environmental Improvement Div.
1190 St. Francis Drive
Santa Fe, New Mexico 87503

22 University Designee:

24 A. Tiedman
Associate Director for Support
26 P. O. Box 1663 - MS A120
Los Alamos, New Mexico 87545

30 IX. Amendments to this Agreement. At the request of DOE or the
University, any requirement or schedule may be amended or
32 extended according to the following procedure. Within
thirty (30) days of the presentation by DOE or the
34 University of a proposed amendment or extension, EID shall
review it and notify all parties in writing of its approval
36 or disapproval, specifying the proposal's inadequacies if it
is disapproved. EID shall not unreasonably withhold its
38 approval. DOE or the University may modify the proposal to
eliminate the deficiencies specified by EID and submit a
40 revised, amended proposal to EID for review and written
approval or disapproval. Pendency of an application for an
42 amendment or extension shall not relieve DOE and the
University of their obligations to comply with all
44 requirements of this Agreement, nor shall such application
postpone any deadline herein; provided however, that such
46 deadline shall be waived when the deadline occurs thirty
(30) days after the presentation to EID of a proposed
48 amendment to extend such deadline and EID has failed to
respond timely. No amendment to this Agreement shall be

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2 effective unless it is in writing and signed by duly
authorized representatives of each of the parties hereto.

4
6 X. Administrative Costs. EID shall be paid the sum of
7 \$5,000.00 in administrative costs for all violations alleged
8 in the CO/Ss. Payment shall be made within thirty (30) days
9 after the effective date of this Agreement. Payments shall
10 be made by check, mailed to the New Mexico Health and
11 Environment Department, Office of General Counsel, Santa Fe,
12 New Mexico 87503, made out to the State of New Mexico, c/o
13 EID. Further, DOE and the University shall provide \$ (one
14 twelfth of the annual salary, plus applicable labor burden,
15 plus 19.9 percent) per month to EID to fund one full time
16 equivalent (FTE) environmental scientist (see funding
17 justification and job description, attachment 2 to this
18 Agreement) to enable EID to timely review and monitor the
19 undertakings required by this Agreement. EID shall provide
20 DOE and the University with a monthly report summarizing
21 such environmental scientist's activities and recapping the
22 total time devoted to these activities and any other
23 activities unrelated to this Agreement during the preceding
24 month. If one FTE is significantly inadequate to enable EID
25 to review and monitor these undertakings, EID may request
26 DOE and the University provide sufficient funding to EID for
27 additional FTE. If EID review and monitoring activities
28 require significantly less than one FTE, DOE and the
29 University may request an equitable reduction in the funded
30 provided for these activities.

32 XI. Stipulated Administrative Charges for Noncompliance with
33 this Agreement.

34
36 A. Charges for Noncompliance: At the discretion of EID,
37 DOE or the University shall be liable for payment into
38 the Hazardous Waste Emergency Fund of the sum set
39 forth below, as stipulated charges to cover EID's costs
40 to enforce compliance, for each occasion where DOE or
41 the University fails to provide a Report or comply with
42 a timetable or deadline in accordance with the
43 requirements of this Agreement. Such charges shall be
44 due and payable within thirty (30) days of receipt of
45 notification from the EID Director assessing the
46 charges. These stipulated charges shall accrue in the
amount of \$5,000.00 for each noncompliance.

48 B. Stipulated Charges Not Exclusive. The stipulated
charges set forth a paragraph A of this provision

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2 shall not preclude EID from electing to pursue any
3 other remedy or sanction otherwise available due to
4 DOE's or the University's failure to specifically
5 comply with any of the terms, schedules or due dates of
6 this Agreement, including a suit to enforce the terms
7 of this Agreement. Except as provided by law, said
8 stipulated charges shall not preclude EID from seeking
9 statutory penalties up to the amount authorized by law
10 in the event of DOE's or the University's failure to
11 comply with any terms, schedules or due dates of this
12 Agreement. Should EID elect to pursue other remedies
13 or sanctions, such remedies or sanction shall be in
14 lieu of the stipulated charges.

16 XII. Access to LANL. DOE and the University shall provide EID
17 representatives access to the LANL for the purpose of
18 carrying out the following activities necessary for the
19 implementation of this Agreement:

- 20 A. inspecting records, operating logs, contracts and
21 other relevant documents;
- 22 B. observing sampling procedures as EID deems necessary;
23 and
- 24 C. verifying the data submitted to EID by DOE and the
25 University.

26 This provision shall not be construed to eliminate or
27 restrict any EID access to the LANL which it may otherwise
28 have under federal or state law consistent with all
29 applicable statutes, rules, and regulations regarding
30 personal safety and site security.

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36 XIII. Judicial Jurisdiction and Enforcement. EID asserts that
37 the District Court in and for the County of Santa Fe, New
38 Mexico, has jurisdiction over the subject matter of this
39 Agreement and that such Court is the most convenient and
40 appropriate forum in which to litigate any issue arising
41 from or associated with this Agreement. DOE and the
42 University reserve all rights to petition to remove any
43 judicial action filed in State Court to federal court. EID
44 reserves the right to challenge any such removal action.

45
46
47 XIV. Effect upon Successors in Interest. The provisions of this
48 Agreement shall apply to and be binding upon not only the
signatory parties, but also upon their officers, employees,

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agents, successors, and assigns. Unless otherwise provided for in this Agreement, it is not binding upon any other state or federal regulatory agencies.

XV. Reserved Rights. Except as provided in this Agreement, the parties hereto shall not be deemed to have waived or altered any of their respective existing or future legal rights, duties, obligations, or remedies by entering into this Agreement.

XVI. Termination. This Agreement shall terminate upon EID's written certification that DOE and the University have demonstrated to the satisfaction of the EID Director that all the terms of this Agreement have been completed, which certification shall not be unreasonably withheld.

XVII. Merger. This Settlement Agreement contains all the terms of the settlement agreement between the parties, there being no oral agreements not contained herein.

XVIII. Effective Date. This Agreement shall become effective upon its execution by all of the undersigned representatives of the parties.

XIX. Suspension of Obligation. The obligations of DOE and the University under this Agreement shall be suspended if and while delayed or interrupted by storm, flood or other act of God, by fire, vandalism, by insurrection, rebellion, riots, strikes, or other events beyond the control of DOE and the University. In such event, DOE and the University must immediately notify EID in writing, identifying in detail the cause excusing their noncompliance, all steps DOE and the University have taken to mitigate the cause and its effect on their ability to comply, and the expected duration of the suspension. The duration of such delay or interruption shall not be considered as a period of non-compliance with this Agreement; provided, however, that DOE and the University act at all times in good faith to avoid the occurrence of any of these events and have no responsibility for their occurrence. DOE and the University agree that the failure to timely collect the required samples, or order the necessary sampling equipment, or have the necessary arrangements made for laboratory support, shall not be considered justification for suspension of obligations

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2 within the meaning of this paragraph, unless such failure
4 was the result of an event of the type set forth in this
6 paragraph.

6 **XXX. Dispute Resolution.**

- 8 A. All disputes arising under or relating to this
10 Agreement shall be resolved in accordance with this
12 provision.
- 12 B. "Dispute" as used in this provision, means a written
14 demand or written assertion by DOE or the University
16 seeking, as a matter of right, the adjustment or
18 interpretation of Agreement terms, or other relief
arising under or relating to this Agreement, including
any enforcement action or assessment of stipulated
charges.
- 20 D. Any dispute shall first be presented to the Hazardous
22 Waste Bureau Chief, who shall undertake to resolve the
24 matter through good faith negotiation in a reasonable
26 amount of time. If the dispute cannot be resolved by
the Bureau Chief in a manner satisfactory to DOE or the
University, and DOE or the University desires to pursue
further action, the dispute must be presented in
writing to the EID Director for a written decision.
- 28 E. The EID Director shall investigate the issues involved
30 in the dispute and attempt to negotiate, in good faith,
32 a resolution with the Branch Chief, Technical
Programs, Los Alamos Area Office, DOE, and the Division
34 Leader, HSE Division, LANL, as appropriate. In the
event such negotiations are unsuccessful, the Director
36 shall promptly issue a final decision on the matter in
writing. A copy of that decision shall be mailed to
38 DOE and the University and shall state the reasons for
the decision. The decision of the Director shall be a
40 final agency action that may be appealed to a court of
competent jurisdiction.
- 42 F. Pending final resolution of any dispute, request for
44 relief, appeal, or action arising under or relating to
46 this Agreement, DOE and the University shall proceed
diligently with performance of this Agreement and in
accordance with any direction of the Bureau Chief.
- 48 G. In connection with any proceeding under this article,
DOE and the University shall be afforded an opportunity

