



**New Mexico
Environment Department
Hazardous Waste Bureau**

Los Alamos National Lab
P O Box 1663
MS-M992
Los Alamos, NM 87545
Attn: Cindy Maze

9/28/2005

Invoice # - HWB-LANL-FFY-05
Supplemental Permit Fees

Quantity	Item	Item Cost	Total Cost
1	Assessment of Fees	\$1,800,000.00	\$1,800,000.00
		Total Fees	\$1,800,000.00
		Adjustment	\$0.00
		Pay This Amount	\$1,800,000.00

Make Checks Payable to: NMED/HWB

Mail Checks and Invoice to:

New Mexico Environment Department, HWB
Attn: Linda Montoya
2905 Rodeo Park Drive East, Bldg 1
Santa Fe, NM 87505

State of New Mexico Use Only:

Date Received: _____
Check Number: _____
Amount Received: _____



16284

PROPOSED BUDGET FOR REGULATORY LANL FOR STATE FY06

PERSONNEL	Hourly Rate	Annual Salary (*2080)	TOTAL SALARY
Staff Manager (50%)	\$ 27.339	\$ 56,866	\$ 28,433
Enviromentalist Spec-A	\$ 26.522	\$ 55,166	\$ 55,166
Enviromentalist Spec-A	\$ 27.962	\$ 58,161	\$ 58,161
Enviromentalist Spec-O	\$ 22.740	\$ 47,299	\$ 47,299
Enviromentalist Spec-A (50%)	\$ 28.304	\$ 58,872	\$ 29,436
Enviromentalist Spec-A (80%)	\$ 26.142	\$ 54,375	\$ 43,500
Enviromentalist Spec-O	\$ 24.812	\$ 51,608	\$ 51,608
Enviromentalist Spec-O	\$ 22.385	\$ 46,561	\$ 46,561
Enviromentalist Spec-O (20%)	\$ 25.228	\$ 52,474	\$ 10,495
Enviromentalist Spec-O	\$ 22.349	\$ 46,486	\$ 46,486
Enviromentalist Spec-O	\$ 22.349	\$ 46,486	\$ 46,486
Enviromentalist Spec-O	\$ 22.349	\$ 46,486	\$ 46,486
Total Personnel Salaries		\$ 620,839	\$ 510,116
BENEFITS @ 35%			\$ 178,541
Total Personnel & Benefits (PS&EB)			\$ 688,657
In-Direct (19.81% of PS&EB)			\$ 136,423
CONTRACTS			
Professional Contracts		\$ 110,000	
Analytical Contracts		\$ 180,000	
Total Contracts			\$ 290,000
OTHER OPERATING COSTS			
State Lease Vehicle (2)		\$ 13,000	
I/S Travel		\$ 2,000	
Office Supplies		\$ 2,500	
Field Supplies/Clothing		\$ 40,000	
Rent		\$ 105,600	
Telecommunications		\$ 15,000	
Training		\$ 12,500	
Printing		\$ 2,000	
Advertising		\$ 5,000	
IT equipment (PC's & Printers)		\$ 8,000	
O/S travel		\$ 6,820	
Total Other Operating Costs			\$ 212,420
Subtotal Proposed Budget for FY2006			\$ 1,327,500
Administrative Record			\$472,500
Total Proposed Budget for FY2006			\$ 1,800,000

MEMORANDUM OF AGREEMENT

Between the

NEW MEXICO ENVIRONMENT DEPARTMENT

And the

NATIONAL NUCLEAR SECURITY ADMINISTRATION

for

SUPPLEMENTAL FUNDING TO CONDUCT

REGULATORY ACTIVITIES AT LOS ALAMOS NATIONAL LABORATORY

This Memorandum of Agreement ("MOA") is made and entered into between the New Mexico Environment Department ("NMED") and the National Nuclear Security Administration ("NNSA"). NNSA oversees the operation of Los Alamos National Laboratory ("LANL"). The purpose of this MOA is to establish a general working agreement between the parties to provide supplemental funding necessary for the NMED to implement and carry out its regulatory duties under the New Mexico Hazardous Waste Act ("HWA") and the Compliance Order on Consent, dated March 1, 2005 ("Consent Order").

RECITALS

Whereas, NMED has the responsibility under the New Mexico Hazardous Waste Act (§§74-4-1 *et seq.* NMSA 1978) to review, process and take timely action upon the hazardous waste permit for LANL, including but not limited to, its hazardous waste permit applications, permit modification requests, closure and post-closure activities and other permit actions and documents submitted by LANL to NMED for review and action;

Whereas, NMED has responsibilities under the Consent Order, including but not limited to, timely review of deliverables and documents including Investigation Reports and Work Plans, Risk Assessment Reports, Corrective Measures Evaluation Reports, Interim Measures Reports, Remedy Completion Reports and other reports and documents required by the Order;

Whereas, NMED and NNSA recognize that adequate funding is necessary to enable NMED to implement and carry out its regulatory duties to review and act upon permit activities and requirements under the Consent Order in a timely and efficient manner;

Whereas, NMED and NNSA believe that a formal memorandum will provide the

structure and basis for the provision of supplemental funding necessary for NMED to carry out its duties and responsibilities in accordance with schedules as outlined in permits and orders.;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, NMED and NNSA state as follows:

A. AUTHORITIES

NMED is the department within the executive branch of the New Mexico State Government charged with administration and enforcement of the HWA, NMSA 1978, §§ 74-4-1 *et seq.*, and the Hazardous Waste Regulations, 20.4.1 NMAC. This MOA will aid NMED in implementing and carrying out its duties under the HWA and the Consent Order with respect to LANL, and is consistent with NMSA 1978, §§ 74-1-6.C and H of the Environmental Improvement Act and NMSA 1978, §§ 74-4-4.2 and 74-4-10 of the HWA.

B. PURPOSE

The parties recognize that LANL is a complex and unique facility that will benefit from providing NMED supplemental funding to enable the agency to increase staff, contract support and other resources necessary to perform its regulatory duties specified herein in a timely and efficient manner. NMED has allocated staff to perform work under this MOA based upon a good faith estimate. This estimate may not reflect the actual amounts expended upon LANL permit and corrective action activities.

C. RESPONSIBILITIES OF THE PARTIES

1. NNSA will provide a total of \$1,800,000 in funding to support NMED's timely regulatory services during the State's 2006 fiscal year. To date, NMED has invoiced \$238,100 pursuant to 20.4.2 NMAC; to date LANL has paid \$180,500. LANL will provide \$500,000 to NMED by September 30, 2005. These funds will be used to pay fees assessed under 20.4.2 NMAC and to support the following activities:

A. *Permit Activities.* NMED review and processing of LANL permit requests includes, but is not limited to, its hazardous waste permit application, preparation of a draft permit and administrative record; permit modification requests; closure and post-closure activities and other permit actions and documents submitted by NNSA or its contractors to NMED.

B. *Consent Order.* NMED review of documents and deliverables necessary to ensure that the corrective action requirements under the Consent Order are met, including, but not limited to, Investigation Reports and Work Plans, Risk Assessment Reports, Corrective Measures

Evaluation Reports, Interim Measure Reports, Remedy Completion Reports and other reports and documents required by the Order. LANL documents and deliverables are expected to be high quality.

C. *Other.* NMED's use of supplemental funds provided herein for any other activity is not authorized except by the express written consent of NNSA.

2. NMED shall submit invoices to NNSA for services and expenditures pursuant to 20.4.2 NMAC; these invoices shall be marked "PAID."
3. NMED shall maintain an auditable accounting system to ensure that supplemental funds provided by NNSA are used to perform services specified under this MOA. The accounting system shall also itemize all operating costs necessary to implement this MOA, including, but not limited to, the purchase of equipment, property and other necessary expenditures. Equipment and property purchased with funds provided pursuant to this MOA shall be limited to that reasonably necessary to carry out the activities specified in this MOA. NNSA shall review and approve in advance all equipment and property requested by NMED to be purchased using supplemental funds; NNSA approval shall be within two weeks of a request by NMED. NMED shall ensure that all services and expenditures under this MOA are accounted for on a facility-specific basis. NMED shall prepare an end of the year reconciliation and accounting report that adheres to the State of New Mexico's financial management requirements. The report shall be available in August following the end of the state fiscal year, or as soon as practical.
4. NNSA shall have access to all documents used to prepare the end of the year reconciliation and accounting report, including NMED's database reports used by staff to track time spent on LANL tasks. LANL may request accounting reports of monies spent to date at any time during the state fiscal year, and NMED will provide the requested information in a timely fashion. Nothing in this MOA shall be construed to conflict with the requirements of the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 *et seq.*
5. NMED shall ensure that any unexpended balance from supplemental funds paid for by NNSA under this MOA, including any fees paid under 20.4.2 or 20.4.3 NMAC, is credited for the next fiscal year or refunded upon request by LANL.
6. NMED and NNSA shall meet at least quarterly, or as needed, to review progress on regulatory matters and performance commitments addressed

under this MOA and to update schedules for meeting their objectives. Nothing in this provision shall prevent the parties from meeting at any other time to discuss regulatory progress or other matters in this MOA.

7. NMED shall make every effort to submit future supplemental budget requests by the end of the May preceding the next state fiscal year.

D. LIMITATIONS

All commitments made in this MOA are subject to the availability of appropriated funds and shall not be interpreted as, or constitute, a commitment or requirement that the United States obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

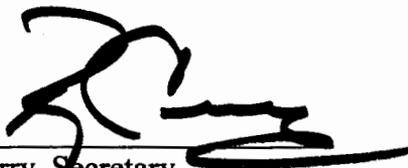
E. EQUIPMENT, PROPERTY AND DOCUMENTS.

Equipment or property purchased or acquired by NMED with funds provided pursuant to this MOA shall be the property of NMED. Documents provided under Section C.3 of this MOA shall remain the property of NMED.

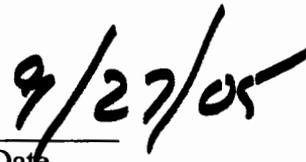
F. DURATION OF AGREEMENT, MODIFICATION OR TERMINATED

The MOA for Supplemental Funding will be effective when signed by both parties, and may be amended at any time by the mutual written consent of the parties. The parties will review the MOA at least annually to determine whether it should be revised, renewed or terminated. If either party determines not to renew, the MOA shall be terminated by providing a 90 day, advance written notice to the other party. Any terms of the MOA found to be inconsistent with current NNSA or NMED directives or policies will be invalid, but the remaining terms will remain in effect.

Signed:



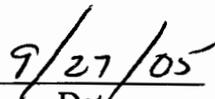
Ron Curry, Secretary
New Mexico Environment Department



Date



Edwin Wilmot, Manager
Los Alamos Site Office
National Nuclear Security Administration



Date