

CDH98INT

TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: INTERIM STORAGE OF URANIUM MILL TAILINGS

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: 9/23/23

DESTRUCTION DATE: 01/30

INTERGOVERNMENTAL AGREEMENT
Between the Colorado Department of Public Health and Environment
and the City of Grand Junction

CONTRACT ROUTING NUMBER 99-01061

THIS AGREEMENT made the 30 day of October, 1998, by and between the State of Colorado, for the use and benefit of the Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South, Denver, Colorado 80222, hereinafter referred to as CDPHE; and the City of Grand Junction, 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as the City.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available; and

WHEREAS, required approval, clearance and coordination have been accomplished from and with the appropriate agencies; and

WHEREAS, uranium mill tailings will remain in Uranium Mill Tailings Remedial Action Project (UMTRA) communities on the western slope, after authority for the Department of Energy (DOE) to remediate these tailings has expired; and

WHEREAS, these mill tailings will be disturbed in the future through the repair and renewal of infrastructure, and through new construction; and

WHEREAS, the United States Congress and the Colorado General Assembly have determined that mill tailings may pose a risk to human health and the environment during this disturbance, and that it is important to properly manage both the tailings and the risks associated with handling of these tailings; and

WHEREAS, the CDPHE has received authorization from the general assembly via C.R.S. Section 25-11-301 et. seq. to assist local governments in the identification and management of tailings left after the federal UMTRA Program expires; and

WHEREAS, the DOE has received authority pursuant to Public Law 104-259, to continue operating the Cheney UMTRA Disposal Cell in Grand Junction, Colorado, for the disposal of tailings encountered in the future; and

WHEREAS, the local UMTRA communities (Durango, Grand Junction, Gunnison, Maybell, Naturita, Rifle, Slick Rock), CDPHE, and DOE have devised a long term tailings management plan which involves the interim storage of mill tailings at the Grand Junction Interim Storage Facility (ISF); and

WHEREAS, the ISF is owned by the City; and

WHEREAS, the CDPHE has special knowledge and expertise pertaining to the management of uranium mill tailings;

NOW THEREFORE, it is hereby agreed that for and in consideration of their mutual promises to each other, hereinafter stated, the parties hereto agree as follows:

ARTICLE 1. GENERAL

The purpose of this agreement is to describe the roles and responsibilities of CDPHE and the City in managing the ISF in Grand Junction. The UMTRA communities on the western slope (as previously listed) may utilize the ISF for interim storage of uranium mill tailings provided that these communities enter into separate agreements with the City. CDPHE and the City are each responsible for obtaining funds to fulfill their respective responsibilities under this agreement. At the request of the City, CDPHE will assist the City in preparation of funding applications.. C.R.S. Section 39-29-166 and Section 25-11-301 allow the parties to apply for monies from the Local Government Severance Tax Trust Fund for this purpose, but do not guarantee allocation of such funds.

ARTICLE 2. SCOPE OF WORK

- 1) The CDPHE shall manage the ISF to insure that all appropriate rules and regulations regarding the handling of uranium mill tailings are followed, and that workers in the facility are not exposed to undue risk. The Uranium Mill Tailings Management Plan (Attachment A) will be followed in the management of this facility. The CDPHE shall be responsible for the following activities:
 - a) Schedule deliveries to the ISF;
 - b) Have a representative present to open the gate and receive shipment;
 - c) Fill out appropriate paperwork regarding the shipment;
 - d) Inspect shipment for visual presence of hazardous waste, and perform other investigations regarding the presence of hazardous waste as warranted;
 - e) Observe decontamination procedures and insure that trucks and drivers are clean before being allowed to leave the facility;
 - f) Perform radiological surveys as necessary to insure that contamination does not spread from the facility;
 - g) Before the facility is full, coordinate with the City and DOE to transport, on a periodic basis, tailings from the ISF to the Cheney UMTRA cell for permanent disposal;
 - h) Provide calibrated meters to local governments as requested and available;
 - I) Provide technical assistance in identifying and managing tailings; and

- j) Maintain property records related to tailings, and provide local governments a copy of these records as requested.
- 2) The City will perform the following tasks in accordance with the Uranium Mill Tailings Management Plan (Attachment A).
- a) Grant access to the CDPHE to the ISF so the CDPHE can perform the responsibilities as listed above;
 - b) In emergency situations involving City projects, the City may open the gates, receive shipment of the material, fill out necessary paperwork, and properly decontaminate trucks and drivers prior to leaving the site. The City shall notify CDPHE as soon as possible that an emergency involving tailings has occurred;
 - c) Maintain the ISF in proper condition, which is defined as a clear and passable access, working gate, intact perimeter wall, working water for decontamination, and electricity;
 - d) Transport, or contract for the transportation of, tailings from the ISF to the Cheney Disposal Cell;
 - e) Arrange for the proper and adequate training of City personnel who will work on tailings sites at the ISF. Training will be provided by CDPHE and DOE as long as funding allows.

ARTICLE 3. LIABILITY

Neither party will be liable for any damage due to performance or non-performance by the other. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of officers, agents, or employees to the full extent required by the law.

ARTICLE 4. PERIOD OF PERFORMANCE AND TERMINATION

Services shall commence upon execution of this agreement by both parties. Unless an extension of time is approved by the CDPHE, this agreement shall terminate on September 30, 2023. The contract shall not be extended unless an amendment is made pursuant to State Fiscal Rules and agreed to in writing by both parties. The agreement may be terminated earlier upon agreement of both parties. Pursuant to Article 6., either party may terminate this agreement if State and/or Federal funds to support these (post-UMTRA) activities are unavailable. The parties have the right of specific performance against each other.

ARTICLE 5. CHANGES/AMENDMENTS/ASSIGNMENTS

This IGA constitutes the entire agreement between the parties. All amendments and/or changes shall be by written instrument executed by the parties hereto. The parties hereto have caused this IGA to be executed as of the date set forth herein by their duly authorized representative. The rights and responsibilities of the parties under this contract shall not be assignable without the prior written approval by both parties.

ARTICLE 6. AVAILABILITY OF FUNDS

Financial obligations of the City and State are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, budgeted, or otherwise made available, any resulting contract will become null and void, without penalty to either party. However, the indemnification and hold harmless duties and obligations of this Agreement shall survive and be fully enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date of last signature.

for
STATE OF COLORADO
ROY ROMER, GOVERNOR

DEPARTMENT OF PUBLIC
HEALTH AND ENVIRONMENT

Paul L. Terry
Mayor, City of Grand Junction

12/22/98

Date

Executive Director

Date



Stephanie Ny
City Clerk

[Signature]
Program Approval

10/23/98
Date