

Memorandum of Understanding

The Illinois Emergency Management Agency (IEMA) and the Illinois Environmental Protection Agency (IEPA) enter into and execute this Memorandum of Understanding (MOU) and hereby agree as follows:

1. AUTHORITY

- a. This MOU is entered into pursuant to the Emergency Management Agency Act, 20 ILCS 3305/1, et seq., and is subject to all applicable Illinois and Federal Statutes, and related regulatory requirements.
- b. Nothing in this MOU is intended to restrict or expand the statutory authority of IEMA or IEPA or otherwise alter the terms of any other agreements in effect between IEMA and the IEPA.

2. PURPOSE

The purpose of this MOU is to define the duties and responsibilities of the Illinois Emergency Management Agency (IEMA) and the Illinois Environmental Protection Agency (IEPA) in implementing the Environmental Protection Act, 415 ILCS, Section 5/13.6 (d) and rules adopted pursuant to that section.

3. PERFORMANCE PERIOD

This MOU shall remain in effect from the date signed until such time the MOU is amended or terminated in accordance with Section 9 of this MOU.

4. NUCLEAR POWER PLANT QUARTERLY INSPECTIONS

- a. General Responsibilities
 - i. IEPA will be the lead Agency in performing quarterly inspections at state nuclear power plants.
 - ii. IEMA will assist IEPA in performing quarterly inspections at state nuclear power plants.
- b. Contact Points
 - i. The Utility point of contact will be the nuclear power plant site Regulatory Assurance Manager.
 - ii. IEMA point of contact will be the Resident Inspector Unit Supervisor, or designee.

iii. IEPA point of contact will be the applicable Regional Coordinator, or designee.

c. Inspection staff

i. IEPA is responsible for:

1. Designating its own inspector(s) (nominally the Regional Inspectors) in accordance with internal procedures
2. Ensuring the IEPA inspector(s) qualifications are sufficient to meet the requirements the inspections.
3. Ensuring that IEPA inspectors comply with all procedures established by the nuclear power plant, including fitness for duty, industrial safety, Personal Protective Equipment, and general site security requirements.

ii. IEMA is responsible for:

1. Designating its own inspector(s) (nominally the site Resident Inspector) in accordance with internal procedures.
2. Ensuring the IEMA inspector(s) qualifications are sufficient to meet the requirements of the inspections.
3. Ensuring that IEMA inspectors comply with all procedures established by the nuclear power plant, including fitness for duty, industrial safety, Personal Protective Equipment, and general site security requirements.
4. Acting as the badged security escort for the IEPA inspector at each nuclear site during the joint inspections.
5. Providing assistance to IEPA inspectors in meeting the requirements of Section 4.c.i.3 above.
6. Providing technical assistance to IEPA in matters dealing with the design, construction and operation of nuclear power plants being inspected.
7. Performing radioisotopic analysis of environmental samples collected as part of inspections, investigations or routine monitoring.

d. Inspection Activities

- i. IEPA staff will coordinate with IEMA staff the scheduling and performance of the required quarterly joint inspections.
- ii. IEPA staff will coordinate with IEMA staff any unscheduled inspections conducted in response to emerging events and issues.

iii. The IEPA inspector is responsible to make arrangements through the site Regulatory Assurance Manager to schedule and conduct inspection entrance and exit meetings with nuclear power plant personnel pertaining to inspection activities.

1. The scope of inspection activities will be disseminated to the nuclear power plant staff at the entrance meeting.

2. The scope and nature of identified findings and issues will be disseminated to the nuclear power plant staff at the exit meeting.

e. Inspection Reports

i. IEPA is responsible for maintaining, controlling, and distributing all inspection reports in accordance with IEPA procedures and protocols.

ii. IEPA will submit a preliminary inspection report documenting the results of the quarterly inspection to IEMA for comment within thirty (30) working days of the completion of the inspection.

iii. IEMA will review and submit comments to the preliminary inspection report to IEPA within seven (7) working days.

iv. IEPA will submit the final inspector report to the station following the receipt of IEMA comments.

v. IEMA and IEPA will conform to their specific agencies' procedures regarding information disclosure resulting from the joint inspection activities and subsequent inspection reports.

f. Inspection Violations and Enforcement

i. Determination of inspection violations of IEPA requirements and any resulting enforcement actions are the sole responsibility of IEPA.

5. INFORMATION CONTROL

a. Allegations

i. Allegations received by IEMA or IEPA concerning nuclear power plant operations will be provided to the Nuclear Regulatory Commission (NRC) Senior Resident Inspector and processed in accordance with NRC procedures. Upon request by the NRC, the IEMA or IEPA inspector will be made available to assist the NRC in addressing the allegation(s).

b. Sensitive, Proprietary and Safeguards Information

- i. IEMA and IEPA shall protect sensitive, proprietary, and safeguards information related to activities associated with this MOU and the Environmental Protection Act, 415 ILCS, Section 5/13.6 (d) and rules adopted pursuant to that section, to the fullest extent permitted by the Federal Freedom of Information Act, the Illinois Freedom of Information Act, and other applicable authorities.
 - c. Press releases
 - i. Press releases relating to activities described by this MOU and the Environmental Protection Act, 415 ILCS, Section 5/13.6 (d) and rules adopted pursuant to that section, will be provided to the other party for review and consultation prior to issuance.

6. INFORMATION EXCHANGE

- a. Contact Points:
 - i. IEMA and IEPA will establish points of contact for the management of the MOU and the Environmental Protection Act, 415 ILCS, Section 5/13.6 (d) and rules adopted pursuant to that section.
- b. Documentation
 - i. IEMA and IEPA agree to distribute to each other all information and documents relating to the inspection activities and releases at state nuclear power plants. This shall include, but not be limited to, sampling results, inspection reports, release notifications, correspondence, meetings with the nuclear power plant staff, and legislative actions.
 - ii. IEMA and IEPA agree to request information and documents relating to any legal actions through their respective legal departments.
- c. Meetings
 - i. IEMA and IEPA will conduct a joint quarterly management review meetings following the completion of each quarterly inspection cycle to discuss the inspection cycle results, enforcement actions, potential changes to the program, and other matters relevant to implementing this MOU and the Environmental Protection Act, 415 ILCS, Section 5/13.6 (d) and rules adopted pursuant to that section.

7. CONFLICT RESOLUTION

- a. Resolution of differences over the significance of inspection findings will be the initial responsibility of the IEMA Bureau Chief, Environmental Safety and the IEPA Chief, Bureau of Water or their designees.

- b. Resolution of differences over the inspection scheduling, etc., will be the initial responsibility of the IEMA Bureau Chief, Nuclear Facility Safety and the IEPA Chief, Bureau of Water or their designees.
- c. Differences that cannot be resolved in accordance with the above sections will be reviewed and resolved by the Director, IEMA and the Director, IEPA, or their designees.
- d. The Director, IEPA, has the final authority to interpret the regulations involving groundwater in the State of Illinois.

8. EFFECTIVE DATE

- a. This MOU shall become effective upon signing by the Director, IEMA and the Director, IEPA and shall remain in effect until terminated by either party upon 90 days written notice.

9. AMENDMENTS AND TERMINATION

- a. This MOU may only be amended upon written agreement by the Director, IEMA and the Director, IEPA.
- b. This MOU may be terminated by either party upon 90 days written notice.

10. NOTICES

- a. All notices or proposals for amendments or termination hereto by either party shall be served personally or by certified or registered mail to the other party.

Chief, Bureau of Nuclear Facility Safety
Illinois Emergency Management Agency
1035 Outer Park Drive
Springfield, Il 62704

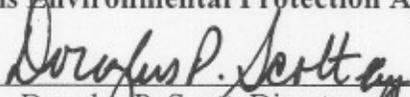
Chief, Bureau of Water
Illinois Environmental Protection Agency
1021 N. Grand Ave. East
Springfield, IL 62794

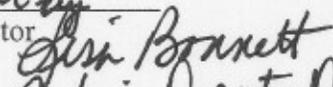
Executed and agreed to this 14th Executed Day) day of May 2008 (Executed Month and Year)

Illinois Emergency Management Agency

By: 
Andrew Velasquez III, Director

Illinois Environmental Protection Agency

By: 
Douglas P. Scott, Director


Acting Deputy Director