AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Department of Energy Office of Legacy Management; Modification to Agreement for Installation and Maintenance of Wells and Well Equipment Gunnison Disposal and Processing Sites, CO

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County / Department of Energy

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
The DOE has requested a modification to the agreement which allows them to access monitoring wells that are on County property. Please see the attached explanation from Deborah Steckley when I asked her specifically why the modification was needed. I asked about the address and she said it was to the PW Dept. because I am listed as the primary contact, but that if you want to change it to 200 E. Virginia you could write it in. Maybe it would be better to wait until after the Courthouse remodel.

Fiscal Impact: None.

Submitted by: Marlene Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

ok db 1/3/14

Reviewed by: GUNCOUNTY1\DBAUMGARTEN Discharge Date: 1/3/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/3/2014

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: consent

Agenda Date: 1/7/2014 Follow Up Agenda Date:

Revised April 2013

Marlene Crosby

From: Steckley, Deborah <Deborah.Steckley@lm.doe.gov>
Sent: Monday, December 30, 2013 11:42 AM
To: Marlene Crosby
Cc: Kilpatrick, Laura; Morton, Michelle (CONTR); Campbell, Sam (CONTR)
Subject: LM Clarification- FW: Gunnison County Modification to Access Agreement - Gunnison Disposal and Processing Sites
Attachments: Gunnison County Board of Commissioners Mod A001 First Ltr & Enc.pdf

Hi Marlene,

It is my understanding in speaking with LM realty personnel that although an existing access agreement is in place for most of the wells on County property/land which DOE samples -- to monitor groundwater conditions for the protection of human health and the environment, a few wells -- one near the Gunnison UMTRCA processing site and four near the disposal cell are not covered by this agreement.

Due to this very recent discovery, LM is requesting that the current access agreement we hold with the County be amended to include the subject wells as we will need to continue to access County property/land to get to them. I believe this is realty's standard protocol.

Please let me know if you need further clarification, and I will have someone from realty follow-up with you to address any additional concerns.

Thank you for your responsiveness.

Deb

From: Marlene Crosby [mailto:MCrosby@gunnisoncounty.org]
Sent: Monday, December 30, 2013 11:31 AM
To: Steckley, Deborah
Subject: FW: FYI - FW: Gunnison County Modification to Access Agreement - Gunnison Disposal and Processing Sites

Hi Deborah,

The document is not clear what is being modified. You already have access and the right to maintain, monitor or decommission. Can you tell me exactly what the modification is for?

Thank you,
Marlene

From: Steckley, Deborah [mailto:Deborah.Steckley@lm.doe.gov]
Sent: Monday, December 30, 2013 8:31 AM
To: Marlene Crosby
Cc: Campbell, Sam (CONTR)
Subject: FYI - FW: Gunnison County Modification to Access Agreement - Gunnison Disposal and Processing Sites

Marlene,

Attached you will find a letter and access agreement that has been addressed to you. It will come to you in hard-copy. I am uncertain if it also came to you via email. As such, I am sending it to you as FYI in case it has not.

Office of Legacy Management reality staff are responsible for putting the agreement together and for working with the County to get it in place. Contact information for the reality staff is specified in the letter; however, if you try to reach anyone and are unable to get in touch right away, please feel free to contact me anytime with questions and/or concerns.

Best,

Deb

From: Gallagher, Bev (CONTR)
Sent: Friday, December 27, 2013 9:11 AM
To: Steckley, Deborah; Campbell, Sam (CONTR); Morton, Michelle (CONTR)
Cc: Kilpatrick, Laura; Zahm, Cathy (CONTR)
Subject: Gunnison County Modification to Access Agreement - Gunnison Disposal and Processing Sites

The attached letter with enclosures was sent to Ms. Marlene Crosby, Gunnison County Board of County Commissioners, to transmit Modification A001 for signature at the Gunnison, Colorado, Disposal/Processing Sites.

Bev Gallagher
Administrative Support
S.M. Stoller Corporation
Contractor to the U.S. Department of Energy Office of Legacy Management
2597 Legacy Way, Grand Junction, CO 81503
(970) 248-6114
Bev.Gallagher@lm.doe.gov

Department of Energy
Washington, DC 20585

December 23, 2013

OLM-LEK-2013-113

Ms. Marlene Crosby
Public Works Director
Gunnison County Board of County Commissioners
195 Basin Park Drive
Gunnison, CO 81230

Subject: Modification to Access Agreement Number DE-RO01-11LM70148 - Gunnison Disposal and Processing Sites, Colorado

Dear Ms. Crosby:

Enclosed for your consideration is a Modification to Agreement for Installation and Maintenance of Wells and Well Equipment (Agreement Number DE-RO01-11LM70148) that allows the U.S. Department of Energy Office of Legacy Management (DOE) to access all monitoring wells located on Gunnison County's property near the Gunnison Disposal and Processing Sites, Colorado, in order to monitor groundwater under the authority of the Uranium Mill Tailings Radiation Control Act.

Enclosed is the *Modification to Agreement for Installation and Maintenance of Wells and Well Equipment* (Agreement Number DE-RO01-11LM70148, Modification A001) that would authorize the DOE and its agents access to county property to monitor or decommission well numbers 0066, 0663, 0714, 0715, and 0716. If acceptable, please have each County Commissioner execute it in front of a notary for recordation. A self-addressed, stamped envelope is enclosed for your use in returning the notarized original to DOE. Upon receipt of the modification, DOE will sign, notarize, record and return a recorded copy for your records.

Please contact me at (720) 880-4338, or Michelle Morton of my contractor staff at (970) 248-6107 if you have any questions or concerns. Please send any correspondence to:

U.S. Department of Energy
Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503

Sincerely,

Laura E. Kilpatrick
2013.12.24 13:58:51
-07'00'

Dr. Laura E. Kilpatrick
Senior Realty Officer

Enclosures

Printed with soy ink on recycled paper

cc w/enclosures:
D. Steckley, DOE (e)
S. Campbell, Stoller (e)
M. Morton, Stoller (e)
Project File GUP 1415.25
Property Management File GUP 1415.25

U.S. Department of Energy Modification to Agreement For Installation and Maintenance of Wells and Well Equipment Gunnison Disposal and Processing Sites, CO	DATE: _____ Agreement Number: DE-RO01-11LM70148 A001

LOCATION OF PREMISES: Township 49N, Range 1W, Sections 10, 11, 14, and 15, New Mexico Principal Meridian, Gunnison County, Colorado, as shown on Exhibits A and B.

THIS MODIFICATION is entered into by and between the Gunnison County Board of County Commissioners (Grantor), whose address is: 195 Basin Park Drive, Gunnison, CO 81230, and the United States of America, by and through the Department of Energy (Grantee), under the authority of the Uranium Mill Tailings Radiation Control Act (42 U.S.C. § 7901, et seq.).

WITNESSETH: Grantor, in consideration of the faithful performance by Grantee of all activities and conditions herein contained grants, consents and agrees to the installation, maintenance, use, and to the rights of ingress and egress to and from monitoring well numbers 0066, 0663, 0714, 0715, and 0716, and appurtenances on the Premises.

1. GRANTEE PROPERTY - The monitoring wells and appurtenances and all equipment and tools for maintenance and use thereof, placed on or near the Gunnison Disposal and Processing Sites, Colorado, shall remain the property of Grantee and may be removed by Grantee at its own cost and expense at any time during the life of this Agreement. Said wells and appurtenances shall be maintained by Grantee in a good, safe, and workmanlike manner.

2. GRANTOR PROPERTY – The Grantee shall have the right to access the Premises, including ingress and egress, for the purposes of performing inspections, sampling activities, maintenance and operation activities, well installation, and well abandonment.

3. TERM/TERMINATION - This Agreement shall be effective on the date signed by the Grantee, and shall continue in full force in perpetuity, unless earlier modified or terminated by Grantee upon thirty (30) days' written notice. Once Grantee determines a well is no longer needed, Grantee shall abandon the well in accordance with appropriate State procedures. Should Grantee abandon all wells in question and subsequently terminate this Agreement, Grantee's right of ingress and egress shall revert to Grantor.

4. GRANTEE RESPONSIBILITY - Grantee shall be responsible for any loss or destruction of, or damage to, Grantor's real and personal property caused by the activities of Grantee in exercising any rights hereby granted in this Agreement. PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition reasonably compared to its condition on the effective date of this Agreement by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.

5. GRANTEE LIABILITY - Grantee agrees to cooperate to the extent allowed by law, in the submittal of all claims pursuant to the Federal Tort Claims Act (28 U.S.C § 2671, et seq.) for alleged loss, injuries, or damages, to persons or property arising from the acts of Grantee, its duly authorized representatives, or contractors of Grantee, acting within the scope of their employment, in the installation, use, maintenance, removal, or relocation of monitoring wells and appurtenances and in surface water sampling.

6. INSURANCE - Grantee shall cause its duly authorized representatives, or contractors who enter the Premises under this Agreement to carry reasonable liability insurance covering risk of liability caused by any of their activities. Upon request, Grantee's duly authorized representatives or contractors will provide Grantor certificates evidencing insurance coverage.

7. PRIOR NOTIFICATION - Grantor and its Grantee (if requested) will be notified forty-eight (48) hours prior to entering the Premises under this Agreement. Sampling and monitoring activities, beyond well installation and abandonment of wells, will be conducted during normal business hours, unless Grantor provided consent for sampling and monitoring activities during other hours.

8. RESTORATION - Upon removal or relocation of the monitoring wells and appurtenances, Grantee shall restore the Premises to as nearly as possible the state and condition existing prior to the installation of the monitoring wells and appurtenances.

9. RECORDATION – The Parties agree to record this document in the public records of Gunnison County, Colorado.

10. SEVERABILITY - In the event any one or more of the provisions contained in this Agreement, or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement.

11. BINDING AGREEMENT - The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors, assigns, and, as applicable, heirs of the parties hereto.

12. NOTICE - No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect, within the restrictions of this Agreement, unless provided in writing to the authorized representative at the address set out in Paragraph 13, AUTHORIZED REPRESENTATIVES.

13. AUTHORIZED REPRESENTATIVES:

If to Grantee:

Dr. Laura E. Kilpatrick
Senior Realty Officer
Department of Energy
2597 Legacy Way
Grand Junction, CO 81503
(720) 880-4338

If to Grantor:

Gunnison County Board of
County Commissioners
195 Basin Park Drive
Gunnison, CO 81230
(970) 641-0044

IN WITNESS WHEREOF, the parties subscribed their names.

GRANTOR
Gunnison County Board of Commissioners

BY: _____ _____
(Date)

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____day of _____, _____, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

BY: _____ _____
(Date)

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____day of _____, _____, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

BY: _____ _____
(Date)

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____day of _____, _____, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

IN WITNESS WHEREOF, the parties subscribed their names.

GRANTEE
UNITED STATES OF AMERICA
by and through the U.S. Department of Energy

BY: _____ _____
Dr. Laura E. Kilpatrick (Date)
Senior Realty Officer

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____day of _____, _____, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

EXHIBIT A
DE-RO01-11LM70148

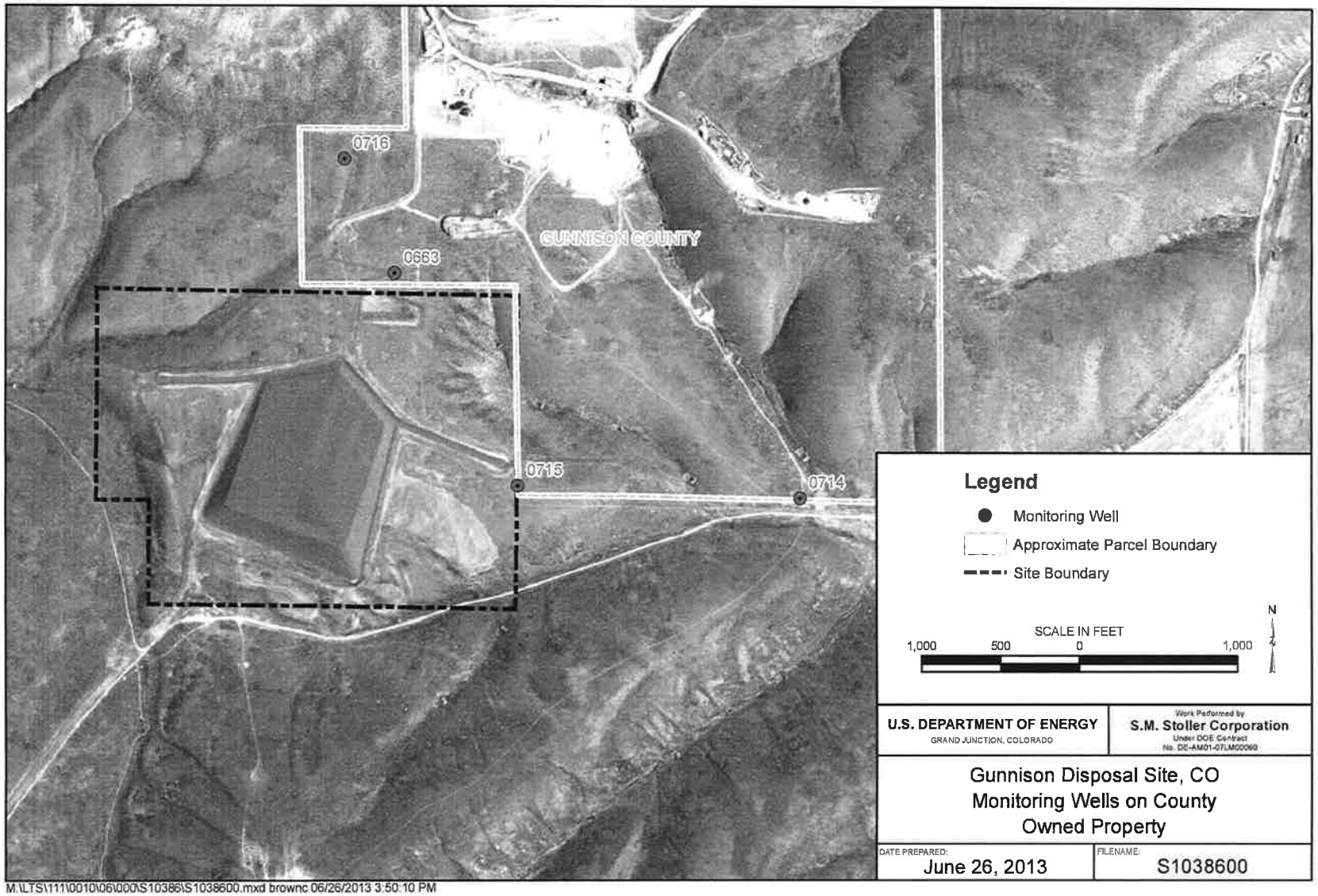

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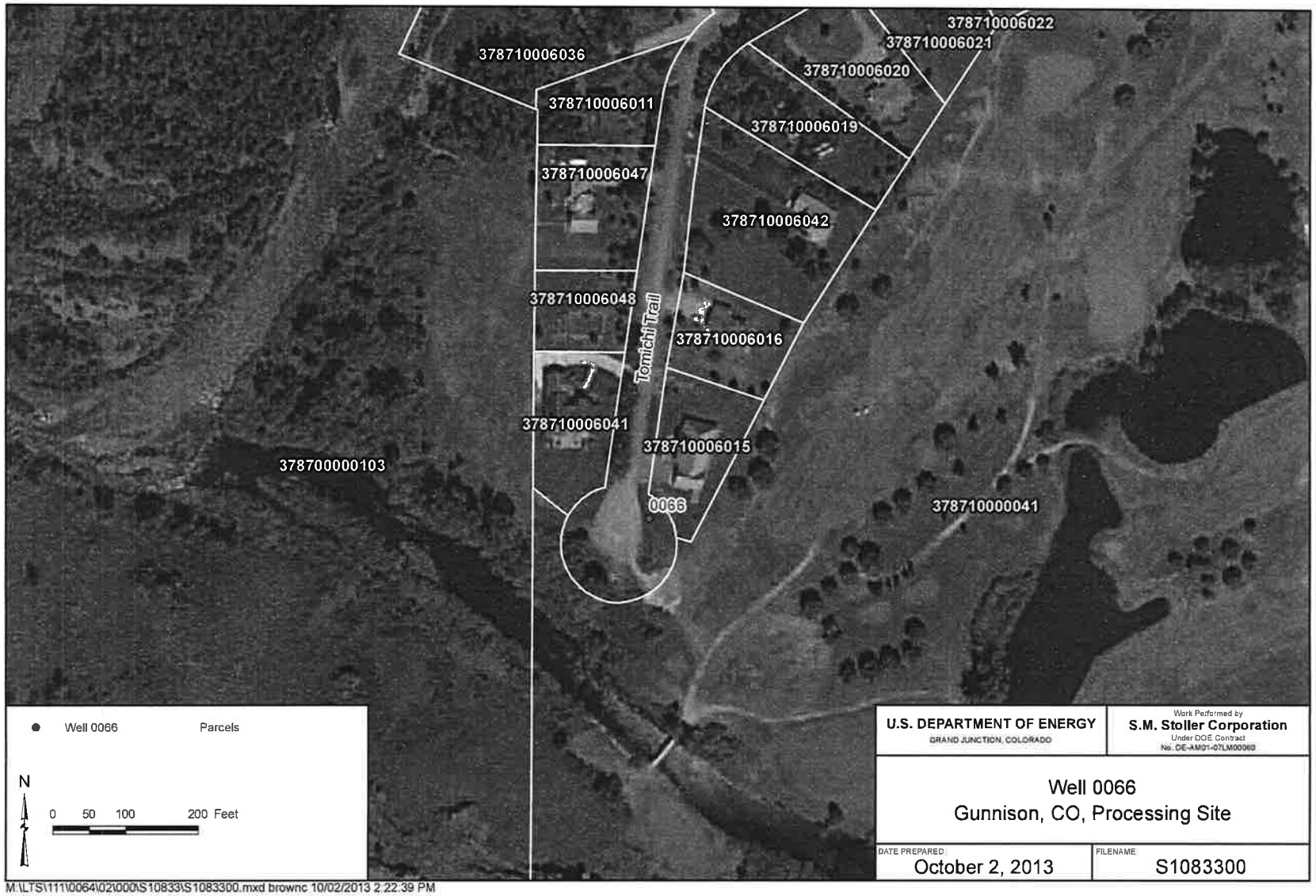
EXHIBIT B
DE-RO01-11LM70148



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