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June 24, 1998

Administrative Judge G. Paul Bollwerk, Chairman
Administrative Judge Jerry R. Kline
Administrative Judge Peter S. Lam
Atomic Safety and Licensing Board
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

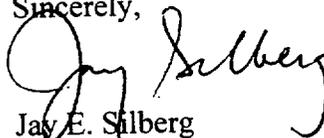
**Re: In the Matter of Private Fuel Storage L.L.C. (Private Fuel
Storage Facility), Docket No. 72-22, ASLBP No. 97-732-02-ISFSI
Cooperative Law Enforcement Agreement and Changes to PSP Contentions**

Dear Chairman Bollwerk and Judges Kline and Lam:

As requested by the Board at the June 17, 1998 prehearing conference on security plan contentions, we have checked whether the cooperative law enforcement agreement between the Bureau of Indian Affairs, Tooele County and the Skull Valley Band may be disclosed publicly and have been advised that the agreement is not confidential and may be made part of the public record of this proceeding. As discussed at the prehearing conference, we have enclosed a copy of the agreement which will be served along with this letter on the persons identified in the attached service list.

As also requested by the Board at the June 17, 1998 prehearing conference, both the Applicant and the State have reviewed the listing of security contentions provided as Appendix A to the Board's June 16, 1998 memorandum. We have conferred with counsel for the State and are authorized to inform the Board that neither the Applicant nor the State has any changes or corrections to this listing.

Sincerely,



Jay E. Silberg
Counsel for Applicant

Enclosure

cc: Service List
612272

UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)
)
PRIVATE FUEL STORAGE L.L.C.) Docket No. 72-22
)
(Private Fuel Storage Facility)) ASLBP No. 97-732-02-ISFSI

CERTIFICATE OF SERVICE

I hereby certify that copies of the letter from Counsel for Applicant to the Atomic Safety and Licensing Board dated June 24, 1998 concerning Cooperative Law Enforcement Agreement and Changes to PSP Contentions were served on the persons listed below (unless otherwise noted) by e-mail with conforming copies by U.S. mail, first class, postage prepaid, this 24th day of June, 1998.

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Washington, D.C. 20555-0001
Attention: Rulemakings and Adjudications
Staff
e-mail: SECY@NRC.GOV
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Paul A. Gaukler

**COOPERATIVE LAW ENFORCEMENT AGREEMENT
BETWEEN TOOELE COUNTY
THE BUREAU OF INDIAN AFFAIRS
AND THE SKULL VALLEY
BAND OF GOSHUTE INDIANS**

RECEIVED JUN 13 1997

THIS AGREEMENT made and executed the 3rd day of June 1997, to be effective on the 1st day of April, 1997, by and between TOOELE COUNTY, (hereinafter called the "County"), the BUREAU OF INDIAN AFFAIRS, (hereinafter called the "Bureau"), and the SKULL VALLEY BAND OF GOSHUTE INDIANS, (hereinafter called the "Skull Valley Band").

WITNESSETH:

WHEREAS, the Skull Valley Band does not have all of the required resources and facilities to provide adequate law enforcement for the protection of the residents of the Skull Valley Reservation, Utah and its resources, and

WHEREAS, The Bureau and the Skull Valley Band desire to utilize the Tooele County Sheriff's department to provide law enforcement and detention for the Skull Valley Reservation, Utah pursuant to Title 25, Code of Federal Regulations, Part II; and

WHEREAS, the County is willing to provide the necessary services under certain terms and conditions.

NOW, THEREFORE, pursuant to Section II-13-5, Utah Code Annotated 1953, and in consideration of mutual promises contained herein, and for other good and valuable consideration, the County, the Skull Valley Band and the Bureau, pursuant to its authority to provide for the maintenance of law enforcement services in Indian Country, hereby agree as follows:

1. The County will provide all necessary qualified personnel for law enforcement and detention services covered in this agreement. The County recognizes that many non-Indians work or travel through the Skull Valley Indian Reservation requiring law enforcement patrols.
2. The County is designated as the party to administer this agreement by and through the Tooele County Sheriff.
3. The County will provide all equipment, materials and facilities required for conducting

the enforcement and detention services set forth in this agreement, and in the event of the termination of this agreement for any cause, all equipment, materials and facilities shall remain in the possession and ownership of the County.

4. The County will be responsible to investigate, charge and incarcerate persons charged with or alleged to be in violation of all offenses, whether enumerated under 18 U.S.C. or the Skull Valley Band of Goshute Indians Tribal Code, committed within the boundaries of the Skull Valley Indian Reservation, Utah, as established by Executive Order 1465, dated January 17, 1912; Executive Order 2699, dated September 7, 1917, and Executive Order 2809 dated February 15, 1918, and such other lands without such Reservation boundaries as may hereafter be added thereto under any law of the United States, except as otherwise provided by law.

5. The County will provide a minimum of three (3) regular patrols per week on the highway passing through the Skull Valley Indian Reservation and into the Village on the Reservation as part of regular patrols. The County will also include areas of patrol as requested by the Skull Valley Tribal Government.

6. The County will immediately notify the Criminal Investigator of the Uintah and Ouray Agency, Fort Duchesne, Utah, and the Federal Bureau of Investigations of all Federal offenses that occur within the boundaries of the Skull Valley Indian Reservation as set forth in paragraph 4 above. The County shall assist Federal law enforcement officials in the investigation of Federal offenses.

7. The County will provide the following reports and records to assist the Bureau and Skull Valley Band in preparing the Bureau's quarterly and annual statistical report:

- a. full investigation reports of all misdemeanors and felonies occurring on the Reservation involving Indians;
- b. a booking log of all arrests made on the Reservation indicating (1) date of birth (2) age, (3) charges, and (4) disposition for each Indian offender; and
- c. a report on each incident responded to by the County on the Reservation.

8. The County shall be notified by telephons on all law enforcement matters, including emergencies.

9. The Bureau will pay five thousand five hundred dollars (\$5,500) for the County's services to be rendered April 1, 1997, through March 31, 1998. Should this agreement extend to additional years, the Bureau shall pay in April of each year the base sum of five thousand five hundred dollars (\$5,500), plus an amount equal to any percentage increase over the previous year in the Wasatch Front Cost of Living Index as published by First Security Bank, but not to exceed five percent (5%) in any given year. The Bureau will also pay the County thirty-five dollars

(\$35.00) per day, or any portion thereof, per person for the incarceration of persons at the County detention facility pursuant to this agreement. The Bureau will also pay such prisoner's medical costs. The County shall bill the Bureau for such costs with an itemized invoice listing of the prisoners and days they spend at the County detention facility, and any medical costs incurred.

10. The Bureau agrees to commission the Tooele County Sheriff and designated deputy sheriffs as Bureau of Indian Affairs Federal Law Enforcement Officers for the purpose of providing the services contained herein. The Skull Valley Band and the County agree to allow the County to call onto the Reservation such backup personnel from other law enforcement agencies as is necessary to carry out the terms of this agreement.

11. The Bureau and/or Tribal Attorney will provide technical assistance to the County in matters dealing with Tribal Government, Reservation jurisdiction, Federal jurisdiction and related matters.

12. The County, the Bureau and the Skull Valley Band will review this agreement annually on or before April 1st of each year for purposes of evaluating the services and effectiveness of the agreement.

13. Any party to this agreement may cancel or terminate this agreement upon thirty (30) days written notice to the other parties.

14. The term of this agreement shall be for one (1) year commencing April 1, 1997. It shall renew automatically thereafter for one year increments until such time as it is terminated pursuant to paragraph 13.

15. The County recognizes that the Skull Valley Indian Reservation is a separate sovereign political entity independent of the State of Utah.

16. This contract is contingent upon the appropriation of funds by Congress.

BUREAU OF INDIAN AFFAIRS:

COUNTY OF TOOELE, UTAH

Henry Orr
District Superintendent

Terry Hunsaker
TERRY HUNSAKER, Chairman
Tooele County Commission

**SKULL VALLEY BAND OF
GOSHUTE INDIANS**

[Signature]
Tribal Chairman
[Signature]
Tribal Vice-Chairman
[Signature]
Tribal Secretary

ATTEST:

[Signature]
DENNIS D. EWING, Clerk


APPROVED AS TO FORM:

[Signature]
DANNY SQUINTANA
Tribal Attorney

APPROVED AS TO FORM:

[Signature]
DOUGLAS I. HILSTROM
Tooele County Attorney

Approved as to form this 3RD day of June, 1997.

[Signature]
FRANK SCHARMANN
Tooele County Sheriff