

**Part III – List of Documents,
Exhibits, And Other Attachments**

Section J

Appendix F

**OPERATIONAL AGREEMENT
BETWEEN
THE OFFICE OF SCIENCE
PACIFIC NORTHWEST SITE OFFICE
AND
THE OFFICE OF ENVIRONMENTAL MANAGEMENT
RICHLAND OPERATIONS OFFICE**

Revision 3

**OPERATIONAL AGREEMENT
BETWEEN
THE OFFICE OF SCIENCE
PACIFIC NORTHWEST SITE OFFICE
AND
THE OFFICE OF ENVIRONMENTAL MANAGEMENT
RICHLAND OPERATIONS OFFICE**

REVISION	EFFECTIVE DATE	DESCRIPTION OF CHANGE
0	4/7/2008	Replaced June 29, 2005, Memorandum of Agreement. Implemented requirements of PSF construction and 300 Area Building Retention Evaluation Mitigation Plan
1	7/3/2013	Updated list of PNNL-occupied 300 Area buildings, included PNNL use of the Hanford Site land management processes included 300 Area electrical services provided by the City of Richland, and deleted items that were completed.
2	12/17/2015	Updated the agreement to reflect current operational changes that have occurred in the 300 area since 2013 and added clarification in regards to transportation management changes, receipt of the Final Record of Decision for the 300 Area, and property accounting. This revision also includes Articles related to the 2015 Land Transfer.
3	2/14/2019	Changed structure. Added 300 Water and Sewer agreement. Added Preservation Designated Area. Revised map. Revised Table 2. Added Appendix A



U.S. DEPARTMENT OF
ENERGY

PACIFIC NORTHWEST
SITE OFFICE

**OPERATIONAL AGREEMENT
BETWEEN
THE OFFICE OF SCIENCE
PACIFIC NORTHWEST SITE OFFICE
AND
THE OFFICE OF ENVIRONMENTAL MANAGEMENT
RICHLAND OPERATIONS OFFICE**

Articles of Agreement:

1. This Operational Agreement is entered into by the Office of Science (SC), Pacific Northwest Site Office (PNSO) and the Office of Environmental Management (EM), Richland Operations Office (RL) in order to define responsibilities and establish expectations, services and interface requirements with respect to:
 - a. Pacific Northwest National Laboratory (PNNL) occupied and operated EM facilities and infrastructure located in the 300 Area on the Hanford Site, Richland, Washington.
 - b. City of Richland services to the 300 Area and other southern Hanford Site facilities and land.
 - c. EM access/use to the PNNL Site.
 - d. PNNL use of EM managed land.
 - e. Land transferred from RL to the Tri-City Development Council (TRIDEC).
2. This Operational Agreement supersedes the Memorandum of Agreement (MOA) entered into June 29, 2005, between PNSO and RL (Article 3.g.) as well as the Operational Agreement between RL and PNSO, dated March 2008 (Article 3.a.). It invokes the May 24, 2007, DOE-Headquarters (HQ) MOA (Article 3.l.) addressing SC taking over operational management, funding, and oversight of four 300 Area facility complexes from EM, as well as the land reassignment agreements (Articles 3.f., 3.k., and 3.gg.). Additionally, this revision adds transportation requirements from DOE-HQ as well as requirements of the Final Record of Decision for the 300 Area (Article 3. ff.)
3. The authority for this agreement considered the following source documents (RL letter numbers are included for reference):
 - a. RL memorandum to M. J. Weis, PNSO, from D. A. Brockman, "Operating Agreement between the Richland Operations Office and the Pacific Northwest Site Office," dated April 7, 2008, (08-AMRC-0151).

- b. S. A. Sieracki, "Contract No. DE-AC06-96-RL13200 – 300 Area Hanford Fire Department (HFD) Responsibilities," April 07, 2009, (09-SES-0091).
- c. Deleted.
- d. DOE memorandum dated November 5, 2003, (approved by The Secretary on December 5, 2003), authorizing SC to establish PNSO (ES2003-012305).
- e. DOE memorandum dated December 9, 2003, (approved by The Secretary on January 5, 2004), authorizing SC realignment and announcement of realignment (ES2003-013451).
- f. DOE memorandum dated July 14, 2004, (approved by Milt Johnson, Deputy Director for Field Operations, SC, on August 6, 2004), assigning Cognizant Secretarial Office (CSO) responsibility for the PNNL Site to SC.
- g. RL memorandum dated June 30, 2005, from K. A. Klein to P.W. Kruger conveying MOA signed June 29, 2005, (05-DEP-0015).
- h. DOE memorandum to R. L. Orbach, Under Secretary for Science, from Clay Sell, Deputy Secretary of Energy, "Approval of Revised Alternative Selection and Cost Range (CD-1 Revised) for the Capability Replacement Laboratory (CRL) Project at PNNL," dated December 15, 2006, (07-AMRC-0222).
- i. RL letter to P. L. Pettiette, Washington Closure Hanford LLC, from S. L. Sedgwick, "Transmittal of Washington Closure Hanford/Battelle Joint Approach for Delayed Release Facilities, Revision 1," dated May 22, 2006, (06-AMRC-0248).
- j. RL letter to C. G. Spencer, Washington Closure Hanford LLC, from J. Osso, "300 Area Mitigation Planning," dated February 16, 2007, (07-AMRC-0107).
- k. R. L. Orbach, Under Secretary for Science, on June 8, 2007, "Accept the Reassignment of Programmatic Control of a Parcel of Hanford Site Real Property." (2007-003271, 07-AMRC-0229).
- l. MOA between SC and EM, dated May 24, 2007, and approved June 7, 2007, and May 25, 2007, respectively. (07-AMRC-0221). Provides basis for projected 2026 departure date from 300 Area.
- m. DOE memorandum to R. L. Orbach, Under Secretary for Science, from S. W. Bodman, Secretary of Energy, "Revised Safety Functions, Responsibilities, and Authorities," dated June 22, 2007. (08-AMRC-0016).
- n. RL letter to C. G. Spencer, Washington Closure Hanford LLC, from S. L. Sedgwick, "300 Area Mitigation Planning," dated July 19, 2007, (07-AMRC-0238).
- o. DOE memorandum to Ines Triay, Assistant Secretary for Environmental Management, from G. J. Malosh, Deputy Director for Field Operations, SC, "Transfer of Safety Basis Approval Authority from EM to SC for PNNL 325 Building," dated November 15, 2007.
- p. DOE letter to M. Kluse, PNNL, from G. J. Malosh, Deputy Director for Field Operations, SC, "Change of Approval Authority for Building 325," dated November 13, 2007.
- q. DOE letter to Armand Minthorn, Board of Trustees, CTUIR, from R. L. Orbach and J. Rispoli, dated January 10, 2008, regarding reassignment of programmatic control of a portion of the 300 Area (Accession# DA06496613).

- r. DOE memorandum to H. B. Hathaway, Realty Officer, Richland Operations Office, from J. M. Owendoff, Chief Operations Officer, Environmental Management, "Payment in Lieu of Taxes (PILT) at PNNL to Benton County, Washington," dated October 26, 2007.
- s. RL letter to C. G. Spencer, Washington Closure Hanford LLC, from S. L. Sedgwick, "300 Area Mitigation Planning," dated April 19, 2007, (07-AMRC-0141).
- t. RL memorandum to J. K. Erickson, PNSO, from D. S. Shoop, "Transmittal of Transportation Plan for Local Transuranic Waste Shipments," dated August 1, 2014 (14-NSD-0074).
- u. RL memorandum to R. E. Snyder, PNSO, from M. McCormick, "Response to Request for Approval to Utilize City of Richland as the Electrical Services Provider for the Pacific Northwest National Laboratory (PNNL) – Operated Facilities in the Hanford Site 300 Area," dated May 1, 2012 (12-AMMS-0010).
- v. PNSO letter to M. Kluse, PNNL, from R. M. Kilbury. "Approval to Utilize City of Richland as the Electrical Service Provider for the PNNL – Operated Facilities in the 300 Area," dated June 1, 2012, (12-PNSO-0244).
- w. PNSO memorandum to M. S. McCormick, RL, from R. E. Snyder, "City of Richland 300 Area Electrical Service Project Agreement between PNSO and RL," dated March 12, 2013, (13-PNSO-0133).
- x. RL memorandum to R. E. Snyder, PNSO, from M. McCormick, "PNSO Line Management Safety Responsibility for the Electrical Utility Easement with the City of Richland (City) to Service the 300 Area at Hanford," dated September 12, 2012, (12-SSD-0102).
- y. RL letter to C. D. Johnson, City of Richland, from H. B. Hathaway, "City of Richland Easement Regarding Electrical Services to 300 Area Facilities on the Hanford Site," dated April 11, 2013 (13-SSD-0038).
- z. RL letter to C. D. Johnson, City of Richland from H. B. Hathaway, "Supplement to City of Richland Easement Regarding Electrical Services to 300 Area Facilities on the Hanford Site," dated July 17, 2014 (13-SSD-0072).
- aa. RL memorandum to R. E. Snyder, PNSO, from D. S. Shoop, "Transmittal of Transportation Plan for Local Transuranic Waste Shipments, Revision 1," dated December 5, 2014, (15-NSD-0013).
- bb. RL memorandum to R. E. Snyder, PNSO, from D. S. Shoop, "Institutional Controls for the 300 Area," dated July 1, 2014, (14-AMRP-0027).
- cc. PNSO/RL Financial Property Requirement Agreement approved April 16, 2015, between RL Finance (T. L. Toon) and PNSO (D. E. Trader) (15-FIN-0095).
- dd. Deed between RL and TRIDEC for 1,641 acres executed September 30, 2015.
- ee. Deeds between TRIDEC and City of Richland, Port of Benton, and Energy Northwest for the 1,641 acres.
- ff. Final CERCLA ROD – 300-FF-1, 300-FF-2, and 300-FF-5. EPA Region 10 and RL, "Hanford Site 300 Area Record of Decision for 300-FF-2 and 300-FF-5, and Record of Decision Amendment for 300-FF-1," November 2013.
- gg. MOA between SC and EM, approved December 23, 2016, and January 6, 2017, respectively. Provides basis of PNNL Site reassignment of additional 85.6 acres.

- hh. PNSO memorandum to D. S. Shoop, RL, from R. E. Snyder, "Responsibility for Operations and Maintenance of the Water and Sewer Systems in the Hanford 300 Area," dated September 13, 2017, (17-PNSO-0344).
 - ii. RL memorandum to R. E. Snyder, PNSO, from D. S. Shoop, "Responsibility for Operations and Maintenance of the Water and Sewer Systems in the Hanford 300 Area," dated October 18, 2017, (18-ISD-0003).
 - jj. MOA between RL and PNSO Regarding the Cultural Resource Protection of the Preservation Designated Area and the Hanford Site placed into effect January 26, 2017.
 - kk. Transportation Plan For Local Radioactive Waste Shipments To and From Perma-Fix Northwest, Richland, dated September 4, 2018 (18-NSD-0032_RL).
4. The PNNL Site is shown in Figure 1 consistent with Articles 3.f., 3.k., and 3.gg. which reassigns programmatic control of this land from EM to SC. The PNNL Site is a parcel of land bounded on the north by the southern 300 Area fence-line extending east to the Columbia River and west to the east right-of-way line of Route 4 South; then bounded on the east by the Columbia River; bounded on the south by the south right-of-way line of Horn Rapids Road except where it connects with the Environmental Molecular Sciences Laboratory (EMSL) land and the southeast 20.79 acre parcel at the intersection of Horn Rapids and Stevens Drive, and bounded on the west by the east right-of-way line of Stevens Drive. Included in the PNNL Site is the land where EMSL (Building 3020) is located south of the Horn Rapids Road.

The PNNL Site is identified in the Facilities Information Management System (FIMS) as depicted in Table 1.

Property ID	Property Name
DRLand1	Hanford Reassignment 2004
DRLand2	Hanford Reassignment 2007
DRLand3	Hanford Reassignment 2016
DRLand4	Acquired 2018

The reassignment of the PNNL Site does not affect the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) activities directed by regulatory documentation. Management of CERCLA cleanup of the 300 Area is the responsibility of EM/RL in accordance with the 300-FF-1, 300-FF-2, and 300-FF-5 Records of Decision and their associated CERCLA requirements (see also Operational Agreement Articles 3.q., 3.bb. and 3.ff.).

5. PNSO will allow RL and its contractors' access to lands under SC programmatic control in order to carry out CERCLA responsibilities, operate and maintain 300 Area utility systems and services, and perform appropriate project work activities approved by PNSO and its contractor.



Figure 1: General Area of this Operational Agreement

6. The land transferred from RL to TRIDEC in 2015, and subsequently from TRIDEC to the City of Richland, Port of Benton, and Energy Northwest, is shown in Figure 2. The deeds for transfer of this land contain covenants and restrictions to minimize the impacts to PNNL Site operations resulting from development on the transferred land. PNSO/PNNL will have the lead responsibility to monitor and enforce the covenants and restrictions related to PNSO/PNNL operations.

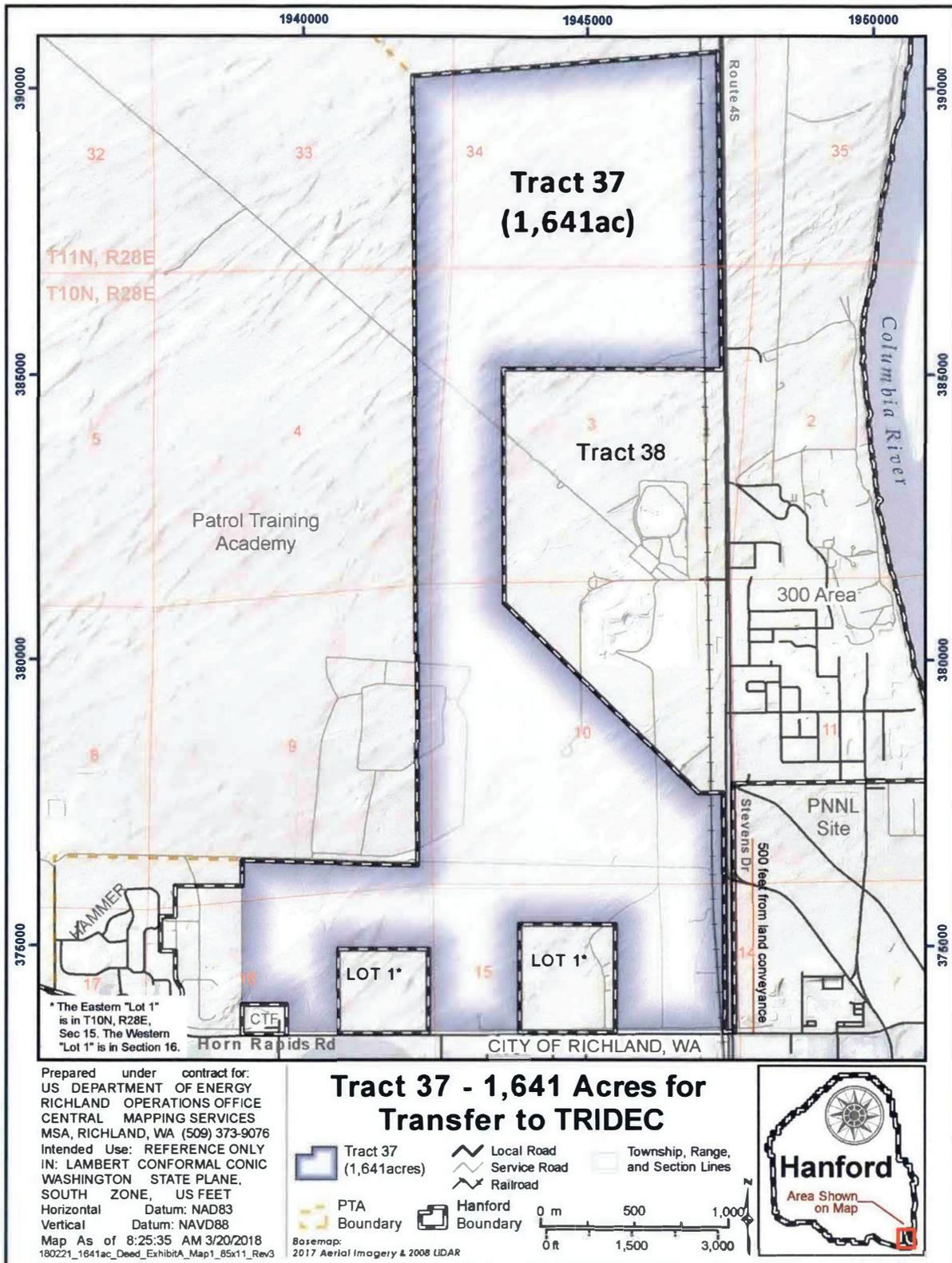


Figure 2

7. SC is the Head of Contracting Activity (HCA) for the PNNL Contract and has contract oversight responsibility to ensure contractor operations are conducted in a safe, secure, and environmentally sound manner. Additionally, SC is responsible for the PNNL Site. SC has been designated the Cognizant Secretarial Office (CSO) for the PNNL Site. PNSO (Article 3.d.) is responsible for all PNNL contractor oversight.
8. EM is the CSO for the Hanford Site, and subject to the exclusions of Article 2. RL is responsible for ensuring EM-cognizant activities are performed safely (e.g., remedial activities set forth in the 300 Area CERCLA ROD).
9. RL and PNSO shall ensure the Interface Control Document for 300 Area Utility Systems and Services is updated to reflect changes in statements of work between DOE contractors. The Interface Control Document provides for the maintenance of government owned facilities, land, and infrastructure, and will include agreed upon physical "boundaries" for facilities and infrastructure and defines specific roles, responsibilities, authorities, and accountabilities for the prime contractors and their subcontractors regarding utilities, services, and general administration of government-owned land and facilities. Additionally, other Interface Control Documents, Inter-Entity Work Orders, and other agreements between contractors will be established to address specific work scope and arrangements.
10. The facility data records in FIMS for the PNNL-occupied 300 Area buildings, mobile office trailers, and Other Structures and Facilities (OSF) will reflect PNNL as the Site-Area, EM as the owning Program Office, and SC as the operating/mission dependent program. PNSO and its contractor will keep these facility data records current in the FIMS database. PNSO and its contractor will notify RL of modifications/betterments planned for the PNNL-occupied 300 Area buildings. When the value and status of real property changes, PNSO and its contractor will provide RL the approved transfer voucher document to update the Standard Accounting and Reporting System (STARS) records. PNSO will provide RL an annual estimated property valuation Report every January. (See Reference 3.cc. for clarification).
11. RL will be responsible for the disposition of accountable (tracked) EM personal property that is located in the 300 Area buildings occupied by PNNL. This liability is documented on the RL Financial Statement and those systems that feed it (property management system, etc.). Both EM accountable (tracked) and non-accountable (non-tracked) property to be dispositioned will be turned over to the appropriate RL contractor before or on the date the buildings are turned over. PNSO shall not relocate waste from PNNL-occupied 300 Area buildings into buildings being turned over to RL unless authorized under appropriate CERCLA documentation and with RL concurrence. SC personal property will remain PNSO's responsibility for final disposition.
12. PNSO will be responsible for the disposition of nuclear materials located in the 300 Area buildings occupied by PNNL before the buildings are turned over. Legacy hold up material in the buildings (ventilation, hot cells, etc.) will be transferred to the appropriate RL contractor when the buildings are turned over. Terminal cleanout negotiations must

be completed prior to transferring facilities with hot cells, gloveboxes, and hoods to agree on which waste streams will be addressed prior to transfer to RL. Packaged waste shall be removed prior to transition of facilities. PNSO shall not relocate waste from PNNL-occupied 300 Area buildings into buildings being turned over to RL unless authorized under appropriate regulatory documentation and with RL concurrence.

13. PNSO has been delegated the Nuclear Safety basis approval authority under 10 CFR 830 Subpart B for the Hanford Building 325 as authorized by Articles 3.o. and 3.p.
14. At the end of PNNL occupancy, PNSO will transition the PNNL-occupied/operated 300 Area EM-owned facilities, infrastructure, and waste sites listed in Table 2, to RL for demolition and cleanup, in accordance with the SC/EM MOA (Article 3.l.). For most facilities and infrastructure, PNNL occupancy and use to support the SC mission is anticipated to extend beyond 2045.

Table 2: PNNL-Occupied/Operated Facilities, Infrastructure, and Waste Site Assignments in the 300 Area				
Building Complex	Facility Number	Owner / Property Type	Facility Name / Description	
325	325*	EM Building	Radiochemical Processing Laboratory	
	325A	EM Building	Cesium Recovery Facility (part of 325)	
	325B	EM Building	Shielded Lab Annex (part of 325)	
	325C	EM Building	Fluorine Gas Storage (part of 325)	
	325D	EM Building	Maintenance Shop Addition (part of 325)	
	325E	EM Building	Fire Riser/Backflow Preventer Building (part of 325)	
	325NSPad*	EM Other Structure	North Storage Pad for 325 Complex 328/328A/3714 Concrete Slabs)	
	325	EM Other	Stormwater Runoff; Miscellaneous Stream #408	
	325	EM Other	Stormwater Runoff; Miscellaneous Stream #791	
	325	EM Other	Stormwater Runoff and Fire System Testing Water; Miscellaneous Stream #706	
	325	EM Other	South Stairwell Drain; Miscellaneous Stream #264; 300-229	
325	EM Other	Building Nitrogen Tank Blowdown Miscellaneous Stream #265; Injection Well #399-3		

	325	EM Other	Hazardous Waste Treatment Units; 325 Waste Treatment Facility
331	331*	EM Building	Life Sciences Laboratory
	331P	SC Personal Property	Chemical Storage Container
	331K	SC Personal Property	Modular Laboratory
	331	EM Other	Steam Condensate; Miscellaneous Stream #513; Pit U1
	331	EM Other	Steam Condensate; Miscellaneous Stream #574
	331	EM Other	Stormwater Runoff; Injection Well #32; Miscellaneous Stream #447
318	331	EM Other	Stormwater Runoff; Injection Well #37; Miscellaneous Stream #448
	318*	EM Building	Radiological Calibrations Laboratory
	318B	EM Building	High Temperature Lattice Test Reactor Filter Stack (concrete pad) (part of 318)
	318C	EM Building	High Temperature Lattice Test Reactor Filter Facility (concrete pad) (part of 318)
	318	EM Other	Stormwater Runoff; Miscellaneous Stream #792
350	318	EM Other	Stormwater Runoff; Miscellaneous Stream #793
	350*	EM Building	Plant Operations and Maintenance Facility
	350A*	EM Building	Paint Shop
	350B*	EM Building	Warehouse
	350C*	EM Building	Storage Facility
	350D*	EM Building	Oil Storage Facility
361	350	EM Other	350 HWSA; 350-D Hazardous Waste Staging Area; 350 Building Hazardous Waste Storage Area
	361	SC Personal Property	Modular Equipment Shelter
312	312*	EM Building	River Pump House and Monitoring Station (312/3614A)
300 Area Water and Sewer Systems	385*, WATER3*, SEWER3*, 3906C*, 3906DSLS 3906ESLS3906FSLS 318SLS3212SLS 350SLS 685 686	385 - EM Building, All Others – EM Other Structures	300 Area Water and Sewer Systems consisting of various infrastructure

Waste Site Assignments**	350 HWSA	EM Other	350-D Hazardous Waste Staging Area at 350 Building
	300-100	EM Other	300-100; 325 Building Stormwater Runoff; Miscellaneous Stream #408
	300-105	EM Other	300-105; 331 Building Steam Condensate; Miscellaneous Stream #513; Pit U1
	300-106	EM Other	300-106; 331 Building Steam Condensate; Miscellaneous Stream #574
	300-107	EM Other	300-107; 331 Building Stormwater Runoff; Injection Well #32; Miscellaneous Stream #447
	300-108	EM Other	300-108; 331 Building Stormwater Runoff; Injection Well #37; Miscellaneous Stream #448
	300-242	EM Other	300-242; 325 Building Stormwater Runoff; Miscellaneous Stream #791
	300-243	EM Other	300-243; 318 Building Stormwater Runoff; Miscellaneous Stream #792
	300-244	EM Other	300-244; 318 Building Stormwater Runoff; Miscellaneous Stream #793
	300-97	EM Other	300-97; 325 Building Stormwater Runoff and Fire System Testing Water; Miscellaneous Stream #706
	300-98	EM Other	300-98; 325 Building South Stairwell Drain; Miscellaneous Stream #264; 300-229
	300-99	EM Other	300-99; 325 Building Nitrogen Tank Blowdown Miscellaneous Stream #265; Injection Well #399-3
	325 WTF	EM Other	325 WTF; 325 Hazardous Waste Treatment Units; 325 Waste Treatment Facility
<p><i>*Specifically identified in FIMS</i> <i>**Specifically identified in Section J.14, Hanford Waste Site Assignment List, in RL's Prime Contracts</i></p>			

15. PNSO has line management safety responsibility and oversight, including maintenance, betterments, and operations for all PNNL-occupied/operated 300 Area facilities, infrastructure, and waste site assignments identified in Table 2 and within the facility and infrastructure boundaries as discussed in Article 8. PNSO is responsible and accountable for approval, compliance, and oversight associated with the requirements contained in 10 CFR 835, 10 CFR 850, and 10 CFR 851 in areas and facilities identified in Table 2 and for the area under easement for the City of Richland 300 Area electrical services. Roofing must be in good condition of repair and all electrical/utility and other systems needed to maintain compliance with environmental or safety requirements must be in working condition prior to transitioning of facilities from PNNL occupation to RL.
16. RL will provide utilities/services and necessary infrastructure to support the PNNL-occupied EM facilities and SC property in the 300 Area, unless some other mutually agreed to utility/service arrangement is established and summarized within a revised Operational Agreement (see Articles 18, 19, and 20). The various 300 Area utilities/services provided by RL and others are listed in Appendix A. RL, PNSO, and PNNL will interface for risk identification on the networks and systems on those Information Technology sources which share trusted relationships.
17. 300 Area utilities/services provided through a cost charging approach will use allocation methods compliant with Cost Accounting Standards (CAS) and the level of service received. RL-contractor proposed allocation methods, resultant financial allocations, and/or mid-year changes will be reviewed and concurred on by RL and PNSO at least 60 days prior to implementation. Appendix A lists the 300 Area utilities/services provided and charged via cost allocation. In cases where PNNL provides support to an activity, the responsible contractor will provide an Inter Entity Work Order to PNNL for performance of that work.
18. RL and PNSO agree to utilize the City of Richland electrical services for all long-term facilities and capabilities in the 300 Area and have approved the 300 Area Electrical Service Project Agreement for the transition, operation, and closeout of electrical services. (Article 3.v.) This agreement will be maintained and managed separately from this Operational Agreement. PNSO will perform line management responsibility and oversight for occupational health and safety regarding the City of Richland provided electrical utility services to the 300 Area, including oversight for its associated RL established easement. (Article 3.w., 3.x., and 3.y.) PNSO will maintain the City of Richland 300 Area Electrical Services Interfaces and Responsibilities Agreement.
19. RL and PNSO agree to transfer responsibility for the operation and maintenance of the 300 Area water and sewer systems from RL to PNSO with systems ownership and long-term responsibility and liability remaining with RL (Article 3.hh. and 3.ii.). 300 Area water and sewer systems will continue as EM owned systems as noted in Table 2. PNNL will provide service to all DOE contractors in the 300 Area and specifically to itself to support the SC/PNNL mission, and will allocate cost in accordance with Article 17.

20. RL will provide maintenance and snow removal only for Cypress Street and George Washington Way Extension. PNSO shall be responsible for road and parking lot maintenance and snow removal for all other areas supporting PNNL occupied facilities.
21. For the portion of the PNNL Site that is annexed into the City of Richland, the City has responsibility for fire and ambulance response. For the un-annexed portion of the PNNL Site, as well as the Hanford Site 300 Area, RL currently maintains responsibility for fire and ambulance response, until such time the service provider changes (3.b.).
22. PNSO will continue to receive supplementary protective force services from RL, currently at no cost. This service will be reviewed by RL/PNSO annually and RL will provide PNSO with sufficient advanced notice prior to any changes. Because both RL's and PNSO's contractors have their own protective force, the roles, responsibilities, authorities and expectations associated with the collective protective force services are as follows:
 - a. Pursuant to PNSO Manager's authority, PNNL will perform alarm response to national security assets housed in PNNL facilities located off the Hanford Site (i.e., PNNL facilities within the City of Richland), per alarm annunciation notification by the Hanford Patrol Operations Center.
 - b. Pursuant to RL Manager's authority, the RL contractor responsible for Hanford Site security will: 1) Perform alarm monitoring (of alarm points that terminate at the Hanford Patrol Operations Center) and notifications for both national security assets housed in PNNL facilities within the City of Richland and PNNL-operated facilities located in the 300 Area on the Hanford Site; 2) perform alarm response (within required timeframes) to national security assets housed in PNNL-operated facilities located at the 300 Area; and, 3) support alarm response performance testing, as required, but no less than annually.
 - c. RL's Hanford Site security contractor and PNNL will maintain an interface agreement outlining the details associated with the aforementioned protective force services.
 - d. Upon request, the parties agree to provide copies of their respective contractors' performance tests results, post orders, and procedures in order to evaluate contractor performance.
23. PNSO and its contractor will be responsible for energy cost and consumption data reporting, and energy conservation performance reporting for buildings, mobile office trailers and other structural facilities under the responsibility of PNSO and its contractor.
24. PNSO will be responsible for assessing, maintaining and upgrading the electric metering of its occupied/operated 300 Area buildings against the requirements and goals of the Energy Policy Act.
25. While on the Hanford Site, PNSO shipments and/or transfers will comply with the U.S. Department of Transportation (49 CFR), DOE Exemptions DOE-E1403/ DOE-E1405, or

the Hanford Sitewide Transportation Safety Document (TSD), DOE/RL-2001-36. Freight consisting of hazardous material, radioactive materials, and radioactive/mixed waste shall be transported by a qualified motor carrier. The roles, responsibilities, authorities, and expectations associated with transportation activities on the Hanford Site are as follows:

- a. The applicable RL contractor shall manage, schedule, and conduct motor carrier services.
- b. The applicable RL contractor shall maintain and operate a centralized pool of vehicles and drivers for the onsite and limited local transportation of freight, including hazardous and radioactive materials at the Hanford Site.
- c. Customers of this service prepare the waste for transport, including shipper/receiver agreement documents, transportation documents for packaging, transportation, and receipt by the receiving facility.
- d. RL-provided services will be on a cost recoverable basis using allocation compliant with Cost Accounting Standards that are commensurate with the level of service received.
- e. DOE-RL shall act as the shipper of record for all Federal shipments that involve the Hanford Site and require road closures.
- f. PNSO shall transport nuclear material and waste in accordance with DOE packaging safety order requirements, Transportation Plan For Local Radioactive Waste Shipments To and From Perma-Fix Northwest, Richland #18-NSD-0032_RL (article 3 kk.), and 10 CFR 830.
- g. PNSO shall follow transportation plans for local transuranic waste shipments involving the Hanford Site, as described in Article 3.aa.
- h. PNSO shall perform oversight of the PNNL Transportation and Packaging (T&P) Program to ensure compliance with the TSD and applicable DOE orders, including aspects of T&P Program that are addressed within the Quality Assurance Program and Integrated Safety Management Program.
- i. PNSO shall actively maintain a schedule of activities necessary to achieve certification of the Solid Waste Container Assemblies (SWCA) and provide any significant updates/changes to RL in a timely manner.
- j. PNSO shall provide quarterly updates on the certification status of the SWCA's.
- k. Upon completion of the SWCA certification process PNSO shall cease providing updates to RL as stipulated in h. and i. of this section.

26. PNSO will provide its own Defense Nuclear Facilities Safety Board Liaison.

27. For the PNNL-occupied 300 Area EM facilities, PNSO and its contractor will comply with the provisions of the Hanford Emergency Management Plan (DOE/RL-94-02) and the DOE-0223 emergency plan implementing procedures, and receive service from and provide input to the applicable RL contractor. RL will develop, implement, and maintain the Hanford Site emergency management program and will provide sufficient time to coordinate key program decisions and/or policy changes with PNSO prior to implementation. Emergency Planning Hazards Assessments and Hazards Surveys will be approved by PNSO, with the concurrence of RL. PNSO will provide representatives to the Hanford Site Emergency Preparedness planning and coordinating functions.

28. PNSO and PNNL shall maintain the ability and authorization to issue Hanford Site badges. The badges shall be issued and managed in accordance with the DOE directives and the approved policies and procedures established by RL. PNSO/PNNL will minimize personnel accessing the Hanford Site barricades to employees and subcontractors that have a work function north of the Wye barricade or are participating on an official tour.
29. PNSO shall, with coordination and adequate preparation, allow service-providing contractors access to PNNL-occupied buildings in the 300 Area to perform infrastructure related services. PNSO will provide right of way access to RL and its contractors to roads traversing the PNNL Site and, with coordination and any necessary preparation, responsible infrastructure facilities located on the PNNL Site.
30. For activities in PNNL-occupied EM facilities, PNSO's contractor will submit all PNNL requests to obtain or modify any necessary licenses, approval orders, and permits on which RL is a signatory, to RL in a timely manner for transmission to the appropriate regulator. Direct communications with external regulatory agencies in non-routine matters will be coordinated with the appropriate DOE office. Notification of emergencies and other required reporting relating to off-normal situations (e.g., spills) will be done by PNSO's contractor, which will notify RL immediately after the emergency or other notification. Per the PNNL Contract, the contractor is required and will continue to establish and maintain routine technical interfaces with the regulators. RL regulatory, environmental, and permit services will be on a cost recoverable basis using allocation methodologies compliant with CAS that are commensurate with the level of service received.
31. PNSO and its contractor shall comply with applicable conditions and provisions of the Hanford Site Comprehensive Land Use Environmental Impact Statement, applicable National Environmental Policy Act (NEPA) supplement analyses, as well as the 300-FF-1, 300-FF-2, and 300-FF-5 Final Record of Decision (as well as any amendments or Explanations of Significant Differences) and will implement them through PNSO and its contractor's policies and procedures. PNSO and its contractor shall be responsible for performing the annual assessments of the Institutional Controls associated with the remediated areas within their responsibility per the schedule established by RL and its contractor, and coordinating with RL and its contractors to incorporate the information into the *Annual Sitewide Institutional Control Assessment Report*.
32. PNSO and its contractor will operate, maintain, and be responsible for providing all needed support for PNNL-occupied EM facilities, including, but not limited to, waste management and environmental requirements for operation. PNSO agrees to pay the increased remedial action cost resulting from a release of hazardous pollutants to the environment from SC sources (e.g., facilities, operations) during continued occupancy in the 300 Area. (Article 3.1.)
33. RL is responsible for Payment in Lieu of Taxes (PILT) to Benton County, Washington in accordance with the terms of the existing PILT agreement between RL and Benton

County, Washington. If an additional or revised request for PILT is submitted by Benton County related to the PNNL Site, RL and PNSO will meet to discuss an appropriate path forward. (Article 3.k., 3.r., and 3.gg.)

34. RL has responsibility for the maintenance, repair, use, and funding of the reactor compartment haul road that goes through the PNNL Site. RL will coordinate planned use of the haul road with PNSO. PNSO will not authorize any utility or facility interferences that will effect operation of this haul road without first negotiating with RL.
35. RL and PNSO are independently responsible for compliance with DOE O 436.1 Departmental Sustainability, DOE O 458.1, Radiation Protection of the Public and the Environment (limited to sections listed in the Battelle Memorial Institute contract); the National Environmental Policy Act (NEPA), and the National Historic Preservation Act (NHPA), among other laws and DOE Orders. Unless specifically discussed within this agreement each office is responsible for compliance with any and all environmental regulations within areas of their direct management oversight. Regarding compliance with environmental regulations, activities of PNSO and its contractor on the Hanford Site will be coordinated with the appropriate RL environmental program manager. PNSO and its contractor will receive service from and provide input to the appropriate RL contractor, in a timely manner at no cost to RL, for activities on the Hanford Site as follows:
 - a. Provide input for the Site-wide Environmental Management System (EMS) Program Management Plan.
 - b. Integrate their environmental permitting and regulatory compliance activities with Hanford site-wide permitting and compliance framework maintained by the appropriate RL contractor. Obtain unit specific permit modifications in coordination with the appropriate RL contractor.
 - c. Provide appropriate and timely input to the appropriate RL contractor for regulatorily required site-wide environmental reports and metrics for their facilities and activities. Note: PNNL Site data is not included in environmental data provided for Hanford Site Reporting.
 - d. Support the appropriate RL contractor in their site-wide environmental regulatory management roles.
 - e. Provide legal and regulatorily required air emission and liquid effluent monitoring and collect, compile, and/or integrate air emission and liquid effluent monitoring data from facility operations and activities under their control.
 - f. Receive legal and regulatory required National Historic Preservation Act (NHPA), Migratory Bird Treaty Act (MBTA), and Endangered Species Act (ESA) documentation from the appropriate RL contractor for projects and facility operations if sponsored by RL.
 - g. Provide appropriate environmental data for its facilities to support Hanford Site assessments and preparation of the annual Hanford Site Environmental Report.
36. For activities/work not addressed by this agreement and for which PNSO and its contractor would like to use on the Hanford Site, PNSO's contractor will submit a

completed Site Evaluation Form to RL's contractor. The requirements listed below will be followed when submitting/approving a proposed land-use request. These requirements are not applicable for work sponsored by RL, the DOE Office of River Protection, or their contractors. Approval for such work will be addressed through appropriate work authorization mechanisms (i.e., Work Authorization Statement, Inter-Entity Work Order process, etc.).

- a. PNSO will endorse/pre-screen its contractors' proposed activities to identify potential adverse impacts on the Hanford Site, as well as to provide any necessary information for disposition/mitigation of identified adverse impacts to the following:
 - i. Tri-Party Agreement commitments
 - ii. Hanford Site missions or site operations
 - iii. Hanford Site-wide Air Permit for Toxic Air Pollutants (TAPs), National Ambient Air Quality Standards (NAAQS), and the Hanford Site Radioactive Air Emissions License, #FF-01
 - iv. Nuclear Safety (Authorization Basis and Safety Documents for 324 and 325)
 - v. Hanford and DOE Mission initiatives
 - vi. Hanford Site Comprehensive Land-Use Plan land-use designations, definitions, policies, and implementing procedures
 - vii. Ecological, cultural and natural resources
 - viii. Environmental impacts (NEPA review)
 - ix. Occupational health and safety requirements
 - x. Security requirements
 - xi. Emergency management requirements and services
 - xii. Hanford Site fire management requirements and services
 - xiii. Infrastructure and capacities
 - xiv. Risk associated with onsite and use of hazardous materials and radiological sources
 - xv. Hanford Facility RCRA permit
 - xvi. Tenants located on the Hanford Site.
 - xvii. Adjacent land owners.
- b. Upon receipt of a land-use request, RL will initiate an internal site evaluation review. RL may deny the request if unacceptable impacts to the RL cleanup mission responsibilities or mission support activities, the Hanford Reach National Monument, the Manhattan Project National Historical Park, or tenants located on the Hanford Site are identified, or if the proposed activity is otherwise determined not to be appropriate for conduct on the site. In situations where it appears the request may be denied, RL and PNSO will have the opportunity to engage in additional discussions and will include contractors as necessary.
- c. Upon RL approval, the RL contractor will provide an approved Site Evaluation Form to PNSO and its contractor. Said approval will be contingent upon the fact

that PNSO will continue to have line management responsibility for all aspects of the work including, but not limited to the following:

- i. Work authorization and budget
 - ii. Ensure work on the project does not extend beyond the original scope that was approved
 - iii. Comply with all applicable Hanford environmental permits, the acquisition of new permits if necessary, responsibility for any environmental impacts, etc.
 - iv. Comply with the Hanford Site Comprehensive Land-Use Plan and associated Resource and Area Management Plans
 - v. Comply with ecological and cultural resource reviews
 - vi. Comply with the National Environmental Policy Act (NEPA)
 - vii. Comply with the Hanford Site Emergency Preparedness program
 - viii. Comply with security badging and site access
 - ix. Comply with other applicable site wide requirements
 - x. Comply with requirements identified through the Site Evaluation process
- d. PNSO's contractor will notify the RL contractor when work on the Hanford Site has concluded and will add the project to the list and map maintained by RL's contractor of PNNL activities conducted on the Hanford Site.
- e. PNSO and its contractor must return the property to its original state, unless otherwise agreed. RL and its contractor may inspect the property to verify it has been returned to the agreed-upon state.
- f. PNSO and its contractor will be responsible for following the applicable requirements of DOE-0344, *Hanford Site Excavating, Trenching & Shoring Procedure*, and complying with the Site Excavation Permit Application process for its work conducted on the Hanford Site.
37. RL and PNSO and their contractors shall ensure compliance with Washington State Waste Discharge Permit number ST-4511. RL, PNSO and their contractors shall also ensure compliance with Hanford 300 Area Industrial Wastewater Permit No. CR-IU010 as issued by the City of Richland for their respective occupied facilities within the 300 Area. RL and PNSO and their contractors shall work together to mitigate or correct improper discharges into the system prior to the point of compliance.
38. RL and PNSO agree to cooperatively manage the area hereby referred to as the Preservation Designated Area in accordance with the *Memorandum of Agreement Regarding the Cultural Resource Protection of the Preservation Designated Area and the Hanford Site* attached by reference in Article 3.jj.
39. PNSO and RL have agreed that the RL Labor Standards Board will make the determination whether PNNL Plant Force Work Reviews will be covered by the Davis-Bacon Act or not. The Board will continue to include one representative from PNSO.

40. Pursuant to State of Washington Revised Code (RCW) Title 51, RL is a group self-insurer for purposes of workers' compensation coverage. Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), "RL has agreed to perform all functions required by self-insurers in the State of Washington." RL will be responsible for account oversight, rate determination, and funds management of PNNL's Worker's Compensation (CP) for PNNL employees assigned full-time to DOE Hanford work scope in the State of Washington. RL will be responsible for account oversight and funds management of PNNL's Supplemental Pension (SUP PEN). PNNL will provide backup documentation, quarterly deposits, and historical WC and SUP PEN data, as requested by RL.
41. This Agreement is neither a fiscal nor a funds obligation document. This Agreement is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. It shall not be construed to provide a private right or cause of action for or by any person or entity. All agreements herein are subject to, and will be carried out in compliance with, all applicable Federal laws, regulations, and other legal requirements.

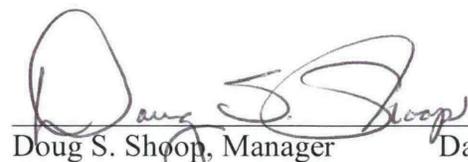
This Operational Agreement shall be effective upon the signature of all parties. The Operational Agreement may be modified or amended by the mutual agreement of the parties. The Operational Agreement will expire on September 30, 2046, unless otherwise extended by both parties.

APPROVED:



Roger E. Snyder, Manager
Pacific Northwest Site Office

2/14/19
Date



Doug S. Shoop, Manager
Richland Operations Office

2/5/19
Date

Operational Agreement Between PNSO and RL - Appendix A

300 Area Service List

Service	DOE Office Responsible	Contractor Responsible / Performing Org. (if different)	Cost Charging Methodology
<i>From PNNL F&O Admin. Procedure - ADM-201</i>			
Electrical Transmission, Distribution and Energy Management	PNSO	PNNL / City of Richland	City of Richland Utility Bills
Water/Sewer Systems	PNSO	PNNL	Cost Allocation (Head count, 300 Area)
Steam Services	RL	JCI	Cost Allocation (Usage)
300 Area Fire & Emergency Response	RL	MSA/HFD	Cost Allocation (SAMS FRV)
<u>Emergency Preparedness</u>			
Emergency Mgmt	RL / PNSO	MSA / PNNL	Direct Costs
Emergency Operations Center (EOC)	RL	MSA	Cost Allocation (Occurrences)
Joint Information Center	RL	MSA	Cost Allocation (Head Count, 300 Area)
Emergency Notification System	RL	MSA	Cost Allocation (Occurrences)
Exercise Evaluation	RL / PNSO	MSA / PNNL	Cost Allocation & Direct Costs (Head Count, 300 Area)
Notifications & Event Reporting for Classified Events	RL	MSA	Cost Allocation (Occurrences)
Continual Surveys (radiological support for events)	RL	MSA	Cost Allocation (Hazard Assessments)
Unified Dose Assessment Center (UDAC)	RL / PNSO	MSA / PNNL	Direct Costs
Training & Drills for the Designated Incident Command Agency	RL	MSA	Cost Allocation (Head Count, 300 Area)
Protective Action Decisions & Notifications	RL / PNSO	MSA / PNNL	Direct Costs
Training to Offsite Response Agencies	RL	MSA	Cost Allocation (Head Count, 300 Area)

Operational Agreement Between PNSO and RL - Appendix A

Service	DOE Office Responsible	Contractor Responsible / Performing Org. (if different)	Cost Charging Methodology
Grounds/Lighting	RL / PNSO	Overall - MSA; Facility Specific - Each Contractor	Cost Allocation (EM Funding by Contractor)
Roads	RL / PNSO	MSA	Cost Allocation
Hanford Fire Support during maintenance activities	RL	MSA/HFD	Cost Allocation (% of Fire Systems in facilities)
Environmental Regulatory Management (Site-wide permits, reports)	RL	MSA/PNNL	Cost Allocation (Headcount)
Low Level Waste (LLW) and Mixed Low Level Waste (MLLW) Treatment and disposal	RL	MSA	Cost Allocation (Usage)
Tru Waste and Mixed Tru Waste	RL	MSA	Cost Allocation (Usage)
Workers Compensation	RL	n/a	Cost Allocation (Payroll Dollars)
Network Services			Cost Allocation (Head Count, Site wide)
Excessing EM Property (Investment Recovery Operation: IRO)	RL	MSA	Cost Allocation EM Funding by Contractor)
Geospatial Information Management	RL	MSA	Cost Allocation (Head Count, Site wide)
<u>Additional Services from 300 Area Utility Systems and Services Agreement</u>			
325 Building Retention Process Sewer Tank System	PNSO	PNNL	Direct Costs

Operational Agreement Between PNSO and RL - Appendix A

Service	DOE Office Responsible	Contractor Responsible / Performing Org. (if different)	Cost Charging Methodology
Snow Removal	RL / PNSO	Overall - MSA; Facility Specific - Each Contractor	Cost Allocation (EM Funding by Contractor) & Direct Costs
<p><u>Note</u> - There are services provided by DOE contractors on a "pay by the drink" basis in addition to the above through individual IEWO's.</p>			