

**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**

Operational Agreement
March 2008

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

Articles:

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 EM buildings located in the 300 Area on the Hanford Site, Richland, Washington.
 - b. EM access to the PNNL Site
2. This operational agreement supersedes the Memorandum of Agreement (MOA) entered into June 29, 2005, between PNSO and RL (article 3.g) and invokes the DOE-HQ MOA (article 3.1) as well as the land reassignment agreements (articles 3.f and 3.j).
3. The authority for this agreement is based upon the following source documents (RL letter numbers are included for reference):
 - a. DOE Manual 411.1-1C, Safety Management Functions, Responsibilities and Authorities Manual, dated December 31, 2003.
 - b. DOE EM Functions, Responsibilities and Authorities (FRA) Document, dated March 31, 2004.
 - c. DOE PNSO Functions, Responsibilities and Authorities (FRA) Document, dated February 2008.
 - d. DOE Action Memorandum (ES2003-012305) dated November 5, 2003, approved by The Secretary on December 5, 2003, authorizing SC to establish PNSO.
 - e. DOE Action Memorandum (ES2003-013451) of December 9, 2003, approved by The Secretary on January 5, 2004, Authorizing SC Realignment and Announcement of Realignment.
 - f. DOE Action Memorandum of July 14, 2004, approved by Milt Johnson, SC, on August 6, 2004, assigning CSO responsibility for the PNNL Site to SC.
 - g. Memorandum (05-DEO-0015) of June 30, 2005, to P. W. Kruger, Manager, PNSO, from Keith A. Klein, Manager, RL, MOA, dated June 29, 2005.
 - h. Memorandum for Raymond 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. (Can also be located by letter 07-AMRC-0222).

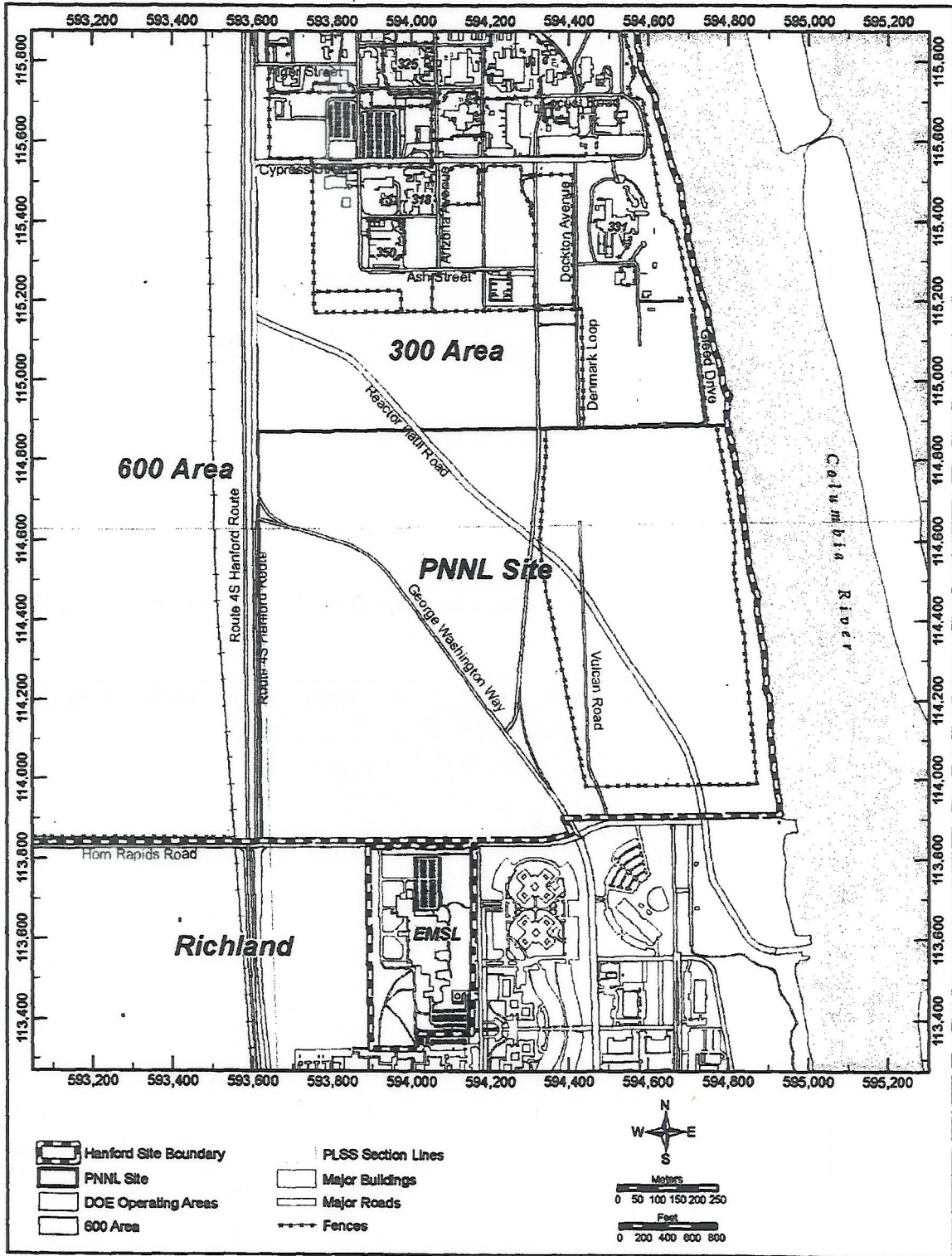
Operational Agreement
March 2008

- i. Letter (06-AMRC-0248) to Mr. P.L. Pettiette, President Washington Closure Hanford LLC from Stacie Sedgwick, Contracting Officer, RL, Transmittal of Washington Closure Hanford/Battelle Joint Approach for Delayed Release Facilities, Revision 1, dated May 22, 2006.
- j. Letter (07-AMRC-0107) to Mr. C. G. Spencer, President Washington Closure Hanford LLC from Jan Osso, Contracting Officer, RL, 300 Area Mitigation Planning, dated February 16, 2007.
- k. DOE Action Memorandum (2007-003271) of May 24, 2007, approved by Raymond L. Orbach, Under Secretary for Science, on June 8, 2007, Accept the Reassignment of Programmatic Control of a Parcel of Hanford Site Real Property. (Can be located by letter 07-AMRC-0229).
- l. Memorandum of Agreement between SC and EM, dated May 24, 2007, and approved June 7, 2007 and May 25, 2007, respectively. (Can be located by letter 07-AMRC-0221).
- m. Memorandum to Raymond L. Orbach, Under Secretary for Science, from Samuel W. Bodman, Secretary of Energy, Revised Safety Functions, Responsibilities, and Authorities, dated June 22, 2007. (Can also be located by letter 08-AMRC-0016).
- n. Letter (07-AMRC-0238) to Mr. C. G. Spencer, President Washington Closure Hanford LLC from Stacie L. Sedgwick, Contracting Officer, RL, 300 Area Mitigation Planning, dated July 19, 2007.
- o. Memorandum to Ines Triay, EM-2, from George J. Malosh, SC-3, Transfer of Safety Basis Approval Authority from EM to SC for PNNL 325 Building, dated November 15, 2007.
- p. Letter to Mr. Michael Kluse, Interim Director, PNNL, from George J. Malosh, Deputy Director for Field Operations, SC, Change of Approval Authority for Building 325, dated November 13, 2007.
- q. Letter to Antoine Minthorn, Board of Trustees, CTIR (Accession # DA06496613) from Raymond L. Orbach and James Rispoli, dated January 10, 2008, regarding reassignment of programmatic control of a portion of the 300 Area.
- r. Memorandum from James M. Owendoff, Chief Operations Officer, EM, to H. Boyd Hathaway, Realty Officer, RL, Payment in Lieu of Taxes (PILT) at PNNL to Benton County, Washington, dated October 26, 2007.
- s. Letter (07-AMRC-0141) to Mr. C.G. Spencer, President Washington Closure Hanford LLC from Stacie Sedgwick, Contracting Officer, RL, 300 Area Mitigation Planning, dated April 19, 2007.

4. The PNNL Site is shown in figure 1 consistent with articles 3.f and 3.k which reassign programmatic control of this land from EM to SC. The PNNL Site is a parcel of land bounded on the north by the north fence-line of a sensitive cultural area extending east to the Columbia River and west to the east right-of-way line of Stevens Drive; then bounded on the east by the Columbia River; bounded on the south by the north right-of-way line of Horn Rapids Road, and bounded on the west by the east right-of-way line of Stevens Drive. Included in the PNNL Site is the land where the Environmental Molecular Sciences Laboratory (EMSL) (Building 3020) is located south of the Horn Rapids Road.

The reassignment of the PNNL Site does not affect CERCLA activities directed by regulatory documentation. Management of CERCLA cleanup of the 300 Area will be in accordance with the 300-FF-2 and 300-FF-5 Records of Decisions, their associated CERCLA documentation (as interpreted by 54FR4100 and Article 3q). PNSO will allow RL and its contractor's access to lands under SC programmatic control in order to carry out CERCLA responsibilities and operate and maintain utility systems serving the 300 Area.

Figure 1: General Area of this Operational Agreement



5. 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 is responsible for all PNNL contractor oversight. In general, PNSO and its contractor will follow Hanford requirements for activities in PNNL-occupied EM buildings.
6. EM is the CSO for the Hanford Site, as described in Article 4, and subject to the exclusions of Article 2. RL is responsible for ensuring EM-cognizant activities are performed safely. RL maintains all authority and responsibility for the activities addressed in this agreement not within the operations of PNSO (or as otherwise described in this agreement).
7. Facility data associated with buildings, mobile offices and other facilities in the 300 Area occupied by PNNL will reside in the EM section of the Facility Information Management System (FIMS) database.
8. RL will be responsible for the disposition of accountable (tracked) EM personal property and materials that are located in the 300 Area buildings occupied by PNNL. This liability is documented on the RL Financial Statement and those systems that feed it (Facility Information Management System (FIMS), Nuclear Material & Safeguards Management System (NMSMS), property management system (real/personal), ect.). Both EM accountable (tracked) and non-accountable (non-tracked) property and materials will be turned over to the River Corridor Closure Contractor or other 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.
9. EM personal property and materials which will be utilized for PNNL scientific work, not associated with Hanford work and conducted outside the 300 Area will be transferred to PNSO through the Oak Ridge Financial Statement. The PNSO contractor shall provide RL with the data to update its Standard Accounting and Reporting System (STARS) records when the value and status of property associated with the Hanford Site changes. The PNSO Contractor will also submit changes in the value and status of nuclear materials to RL and directly to the HQ Department Inventory Management System (DIMS).
10. At the end of PNNL occupancy, PNSO will transition the 300 Area buildings, to RL for demolition and cleanup in order to enable accomplishment of the Hanford cleanup goals, in accordance with the schedule outlined in the SC/EM MOA (Article 3.1) and/or the transition Project Execution Plan.

Operational Agreement

March 2008

11. Effective November 15, 2007, PNSO has been delegated the Nuclear Safety basis approval authority under 10CFR830 Subpart B for the Hanford Building 325. The existing EM approved Documented Safety Analysis (DSA), Technical Safety Review (TSR) and DOE Safety Evaluation Reports remain in effect until such time as they are superseded by an approved SC DSA, TSR, and DOE Safety Evaluation Report for the Hanford Building 325, as authorized by articles 3.o and 3.p.
12. Upon approval of this Operational Agreement, day-to-day safety responsibility and oversight for all PNNL occupied 300 Area EM buildings is transferred from RL to PNSO.
13. RL will continue to fund the Hanford Building 325 minimum safe activities in FY08 and FY09 per the target funding as described in the FY08 PNNL Facilities Transition Project (PFT) Project Management Plan to existing requirements. Minimum safe requirements imposed by life extension requirements, as well as minimum safe activity funding for all PNNL occupied buildings is the responsibility of PNSO. RL minimum safe activity funding for the Hanford Building 325 through FY09 will be described in the PFT Project Management Plan.
14. RL will provide infrastructure described in article 3.s (unless otherwise noted in this agreement) up to the transition points agreed to by RL and PNSO's contractors. Except for work that must be performed to implement the conceptual designs approved in article 3.j, RL will not be responsible for funding, upgrade, or management inside PNNL occupied facilities. Infrastructure supports existing operation of the buildings listed in Table 1.

Table 1. Buildings RL will provide infrastructure to	
Building Number	Building Name
325	Hanford Building 325/Radiochemical Processing Laboratory
325A	Cesium Recovery Facility
325B	Shielded Lab Annex
325C	Fluorine Gas Storage
325D	Maintenance Shop Addition
325E	Fire Riser/Backflow Preventer Building
325-BA	Hanford Building 325 Boiler Annex
331	Life Sciences Laboratory
331BA	Life Sciences Laboratory Boiler Annex
331C	Storage Facility
331D	Biomagnetics Effects Laboratory
331G	Radiation Portal Monitor Facility
331H	Aerosol Wind Tunnel Research Facility
331P	Chemical Storage Container
318	Radiological Calibrations Laboratory
318B	High Temperature Lattice Test Reactor Filter Stack
318C	High Temperature Lattice Test Reactor Filter Facility
318-BA	Radiological Calibrations Laboratory Boiler Annex
350	Plant Operations and Maintenance Facility
350A	Paint Shop
350B	Warehouse
350C	Storage Facility
350D	Oil Storage Facility
312	River Pumping Station
3714	River Monitoring Station
361	Modular Equipment Shelter
MO226	Mobile Office
MO-675	Mobile Office
MO-676	Mobile Office
MO-677	Mobile Office
320	Physical Science Laboratory
320-BA	Physical Science Laboratory Boiler Annex
326	Material Science Laboratory
326-BA	Material Science Laboratory Boiler Annex
329	Chemical Science Laboratory
323-BA	Mechanical Properties Laboratory
3760	Technical Library
336	High Bay Testing Facility
338	Maintenance Building

15. RL will provide Utilities/services to the PNNL occupied EM buildings in the 300 Area on a cost recoverable basis using allocation methodologies compliant with Cost Accounting Standards (CAS) that is commensurate with the level of service received. Proposed allocation methodologies, resultant financial allocations, and/or mid-year changes will be reviewed and concurred on by PNSO at least 60 days prior to implementation. RL and PNSO's contractors shall maintain the "300 Area Utility Systems Roles and Responsibilities Agreement" referenced in Article 3i., which defines specific roles, responsibilities, authorities, and accountabilities for the prime contractors and their Sub-Contractors, regarding utilities, services, and general administration of government-owned land and facilities north of the PNNL Site.
16. Within thirty days of the approval of this Operational Agreement, snow removal, road maintenance (including striping), emergency response, and activities related to roads and grounds in the PNNL Site, shall be the responsibility of PNSO.
17. PNSO will continue to receive protective force services from RL at no additional cost unless changes to the security posture at the Hanford Site and PNNL warrant a new strategy. This funding strategy will be reviewed by RL/PNSO annually and RL will provide PNSO with notice prior to any changes.
18. RL will continue to manage the Energy Savings Performance Contract with Johnson Controls, Inc., for retained 300 Area facilities.
19. PNSO will be responsible for energy cost and consumption data reporting, and energy conservation performance reporting for buildings, mobile offices and other facilities under the responsibility of PNSO/PNNL.
20. PNSO will be the responsible entity for assessing the electric metering of its buildings against the goals of the 2005 Energy Policy Act.
21. PNSO will provide a 10 year forecast of summer and winter peak electric demand and a 10 year annual energy forecast for its facilities served by the B3S4 electrical substation in the 300 Area to RL and its contractor by June 30th of each year to allow for RL to prepare the annual 10 year load forecast for submittal to Bonneville Power Administration.
22. PNSO/PNNL will utilize the Hanford Transportation Safety Documentation and Motor Carrier Services for transportation of freight including hazardous material, radioactive materials, and radioactive/mixed waste:
 - 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 on-site 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.

PNSO/PNNL will transport nuclear material and waste in accordance with DOE packaging safety order requirements and 10CFR830.

- 23. PNSO will provide its own Defense Nuclear Facilities Safety Board Liaison.
- 24. For the PNNL occupied 300 Area EM buildings, PNSO and its Contractors will comply with the provisions of the Hanford Emergency Management Plan (DOE/RL-94-02) 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 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 to include the Hanford Site Emergency Preparedness Council.
- 25. PNSO shall, with coordination and adequate preparation, allow service-providing contractor's 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 public roads traversing the PNNL Site.
- 26. New facilities will be constructed to support utility reroutes. Operational responsibility is tentatively identified in Table 2 below:


Table 2: Operational Responsibility for New Buildings to be constructed to support utility reroutes.		
Bldg #	Building Name	Responsible DOE Organization
385	Sanitary Water Pump House	RL
685	Sanitary Water Backflow Preventer Enclosure #1	RL
686	Sanitary Water Backflow Preventer Enclosure #2	RL
3906D	Sanitary Lift Station # 10	RL
3906E	Sanitary Lift Station # 11	RL
3906F	Sanitary Lift Station # 12	RL
3906G	Sanitary Lift Station # 13	RL
RPS	Retention Process Sewer Collection, Sampling, and Transloading System	RL
383	Retention Process Sewer Collection Facility	RL
383A	Retention Process Sewer Lift Station	RL
383TK1	Retention Process Sewer Collection Tank #1	RL
383TK2	Retention Process Sewer Collection Tank #3	RL
383TK3	Retention Process Sewer Collection Tank #4	RL
383TK4	Retention Process Sewer Collection Tank #4	RL
318LS	318 Storm Water Lift Station	RL
326LS	326 Storm Water Lift Station	RL
329LS	329 Storm Water Lift Station	RL
331LS	331 Storm Water Lift Station	RL
TDB after discharge permit is issued by WDOE	331 Storm Water Injection Well	RL

27. PNSO will perform inventory removal, and decontaminate any remaining property items in the 331-C storage unit prior to turnover to RL for clean closure to regulatory standards.
28. For activities in PNNL-occupied EM buildings, PNSO will submit all PNNL requests to obtain or modify any necessary licenses, approval orders, and permits, in which RL is a signatory, to RL for transmission to the appropriate regulator. PNSO shall instruct PNNL to restrict direct communication with external regulatory agencies to routine matters. Direct communication in non-routine matters requires DOE authorization. Per the PNNL Contract the Contractor is required and will continue to establish and maintain routine technical interfaces with the regulators.

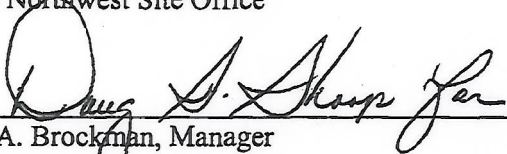
29. PNSO/PNNL shall comply with applicable conditions and provisions of the Hanford Site Comprehensive Land Use Environmental Impact Statement and will implement them through PNSO/PNNL policies and procedures.
30. PNSO/PNNL is responsible for funding any increased cost resulting from a release to the environment from SC sources during continued occupancy in the 300 Area.
31. RL is responsible for payment of the Payment in Lieu of Taxes (PILT) to Benton County, Washington on the 130 acres of land reassigned to SC on August 26, 2004 and on the 220 acres of land reassigned to SC on June 8, 2007 (article 3.r).
32. RL and its Contractor will maintain responsibility for the maintenance, repair, and funding of the sub reactor haul road that goes through the PNNL Site. RL will coordinate planned use of the haul road with PNSO.
33. RL and PNSO are independently responsible for compliance with DOE O 450.1, Environmental Protection Program, and DOE 5400.5, Radiation Protection of the Public and the Environment for our respective contractors. PNSO/PNNL 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 the Hanford site-wide permitting and compliance framework maintained by the appropriate RL Contractor.
 - c. Provide appropriate and timely input to the appropriate RL Contractor for regulatory required Site-wide environmental reports and metrics for their facilities and activities.
 - d. Support the appropriate RL Contractor in their Site-wide environmental regulatory management roles.
 - e. Provide legally and regulatory required air and liquid effluent and near facility environmental monitoring; collect, compile, and/or integrate air and liquid effluent monitoring data from facility operations and activities under their control.
 - f. Provide appropriate environmental data for its facility and operable units to support Hanford Site assessments and preparation of the annual Hanford Site Environmental Report. Obtain unit specific permit modifications in coordination with the appropriate RL Contractor.
34. This Operating Agreement shall be effective upon the signature of all parties and shall be evaluated on a regular basis to reflect current conditions. The Operating Agreement may be modified or amended by the mutual agreement of the parties.

Operational Agreement
March 2008

APPROVED:



Michael J. Weis, Manager
Pacific Northwest Site Office
Date 3/28/08



David A. Brockman, Manager
Richland Operations Office
Date 4/7/08