

Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to update Part III – List of Documents, Exhibits, and Other Attachments, Section J, Appendix D, List of Applicable DOE Directives & External Requirements, and Appendix F, Operational Agreement Between the Office of Science, Pacific Northwest Site Office and the Office of Environmental Management, Richland Operations Office as described herein.

Description of Modification:

1. Update Part III, Section J, Appendix D – List of Applicable DOE Directives and External Requirements as follows:

Add:

CRD O 413.2C	Laboratory Directed Research and Development
CRD O 470.5	Insider Threat Program
CRD O 470.6	Technical Security Program
CRD O 471.6, Admin Chg. 2	Information Security
CRD O 475.2B	Identifying Classified Information

Delete:

CRD M 205.1-3, Admin Chg. 1	Telecommunications Security Manual
CRD O 413.2B, Chg. 1	Laboratory Directed Research and Development
CRD O 471.6, Admin Chg. 1	Information Security
CRD O 475.2A	Identifying Classified Information

2. Update Part III, Section J, Appendix F to delete in its entirety Part III, 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 1, dated July 3, 2013 and replace with Part III, 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 2, dated December 17, 2015 as attached hereto.

3. This modification results in no further changes to the Contract.

(End of Contract Modification)

[M1048]

**PART III – List of Documents,
Exhibits and Other Attachments**

Section J

Appendix D

List of Applicable DOE Directives & External Requirements

SECTION J
APPENDIX D
LIST OF APPLICABLE DOE DIRECTIVES & EXTERNAL REQUIREMENTS

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 130.1	BUDGET FORMULATION
CRD M 140.1-1B	INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD
CRD O 142.2A, Admin Chg. 1	VOLUNTARY OFFER SAFEGUARDS AGREEMENT AND ADDITIONAL PROTOCOL WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
CRD O 142.3A	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM
CRD O 144.1, Admin Chg. 1	DEPARTMENT OF ENERGY AMERICAN INDIAN TRIBAL GOVERNMENT INTERACTIONS AND POLICY
CRD O 150.1A	CONTINUITY OF PROGRAMS
CRD O 151.1C	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM
CRD O 200.1A	INFORMATION TECHNOLOGY MANAGEMENT
CRD M 200.1-1	CHAPTER 9 PUBLIC KEY CRYPTOGRAPHY AND KEY MANAGEMENT
CRD O 205.1B, Chg. 3	DEPARTMENT OF ENERGY CYBER SECURITY PROGRAM
CRD O 206.1	DEPARTMENT OF ENERGY PRIVACY PROGRAM
CRD O 206.2	PERSONAL IDENTITY VERIFICATION
CRD O 210.2A	DOE CORPORATE OPERATING EXPERIENCE PROGRAM
CRD O 221.1A	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
CRD O 221.2A	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
CRD O 225.1B	ACCIDENT INVESTIGATIONS
CRD O 227.1	INDEPENDENT OVERSIGHT PROGRAM
CRD O 231.1B, Admin Chg. 1	ENVIRONMENT, SAFETY AND HEALTH REPORTING
CRD O 232.2, Admin Chg. 1	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
CRD O 241.1B	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
CRD O 243.1B, Admin Chg. 1	RECORDS MANAGEMENT PROGRAM
CRD O 252.1A, Admin Chg. 1	TECHNICAL STANDARDS PROGRAM
CRD O 313.1	MANAGEMENT AND FUNDING OF THE DEPARTMENT'S OVERSEAS PRESENCE
CRD O 350.1, Chg. 5	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS
CRD O 350.2B	USE OF MANAGEMENT AND OPERATING OR OTHER FACILITY MANAGEMENT CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
CRD O 410.2, Admin Chg. 1	MANAGEMENT OF NUCLEAR MATERIALS
CRD O 413.1B	INTERNAL CONTROL PROGRAM
CRD O 413.2C	LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
CRD O 413.3B	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 414.1D, Admin Chg. 1	QUALITY ASSURANCE
CRD O 420.1C, Chg. 1	FACILITY SAFETY
CRD O 420.2C	SAFETY OF ACCELERATOR FACILITIES
CRD O 422.1, Admin Chg. 2	CONDUCT OF OPERATIONS
CRD O 425.1D, Admin Chg. 1	VERIFICATION OF READINESS TO STARTUP OR RESTART NUCLEAR FACILITIES
CRD O 426.2, Admin Chg. 1	PERSONNEL SELECTION, TRAINING, QUALIFICATION, AND CERTIFICATION REQUIREMENTS FOR DOE NUCLEAR FACILITIES
CRD O 430.1B, Chg. 2	REAL PROPERTY AND ASSET MANAGEMENT
CRD O 433.1B, Admin Chg. 1	MAINTENANCE MANAGEMENT PROGRAM FOR DOE NUCLEAR FACILITIES
CRD O 435.1, Chg. 1*	RADIOACTIVE WASTE MANAGEMENT
DOE M 435.1-1, Admin Chg. 2	RADIOACTIVE WASTE MANAGEMENT MANUAL
CRD O 440.2C, Chg. 1	AVIATION MANAGEMENT AND SAFETY
CRD M 441.1-1	NUCLEAR MATERIAL PACKAGING MANUAL
CRD O 442.2	DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH
CRD O 443.1B	PROTECTION OF HUMAN SUBJECTS
CRD O 452.8	CONTROL OF NUCLEAR WEAPON DATA
CRD O 456.1, Admin Chg. 1	THE SAFE HANDLING OF UNBOUND ENGINEERED NANOPARTICLES
CRD O 458.1, Chg. 3**	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT
CRD O 460.1C	PACKAGING AND TRANSPORTATION SAFETY
CRD M 460.2-1A	RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL
CRD O 460.2A	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT
CRD O 461.1B	PACKAGING AND TRANSFER FOR OFFSITE SHIPMENT OF MATERIALS OF NATIONAL SECURITY INTEREST
DOE O 470.3B	GRADED SECURITY PROTECTION (GPS) POLICY
CRD O 470.4B, Admin Chg. 1	SAFEGUARDS AND SECURITY PROGRAM
CRD O 470.5	INSIDER THREAT PROGRAM
CRD O 470.6	TECHNICAL SECURITY PROGRAM
CRD O 471.1B	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
CRD O 471.3, Chg. 1	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
CRD M 471.3-1, Chg. 1	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
CRD O 471.5	SPECIAL ACCESS PROGRAMS
CRD O 471.6, Admin Chg. 2	INFORMATION SECURITY
CRD O 472.2, Chg. 1	PERSONNEL SECURITY
CRD O 473.3	PROTECTION PROGRAM OPERATIONS

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 474.2, Admin Chg.3	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY
CRD O 475.1	COUNTERINTELLIGENCE PROGRAM
CRD O 475.2B	IDENTIFYING CLASSIFIED INFORMATION
CRD O 483.1A	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
CRD O 484.1, Chg. 1	REIMBURSABLE WORK FOR THE DEPARTMENT OF HOMELAND SECURITY
CRD O 522.1	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
CRD O 534.1B	ACCOUNTING
CRD O 551.1D	OFFICIAL FOREIGN TRAVEL
CRD O 580.1A, Admin Chg. 1	DEPARTMENT OF ENERGY PERSONAL PROPERTY MANAGEMENT PROGRAM
DOE O 5639.8A	SECURITY OF FOREIGN INTELLIGENCE INFORMATION AND SENSITIVE COMPARTMENTED INFORMATION FACILITIES
DOE-0223	RL EMERGENCY IMPLEMENTING PROCEDURES – APPLICABLE TO PNNL-MANAGED FACILITIES AND ACTIVITIES ON THE HANFORD SITE
DOE/RL-94-02, Rev. 5	HANFORD EMERGENCY MANAGEMENT PLAN– APPLICABLE TO PNNL-MANAGED FACILITIES AND ACTIVITIES ON THE HANFORD SITE
DOE/RL-2001-36	HANFORD SITE TRANSPORTATION SAFETY DOCUMENT, REV.1-B

- * The Contractor shall submit a plan to implement CRD O 435.1, Chg 1 “Radioactive Waste Management” no-later-than 30 calendar days after the effective date of the modification to extend the contract. The Contractor shall continue to comply with DOE O 5820.2A “Radioactive Waste Management” until implementation of CRD 435.1, Chg 1.
- ** The Contractor’s responsibility to implement CRD O 458.1, Chg. 3 “Radiation Protection of the Public and the Environment” is limited to paragraphs 2.d., 2.g., and 2.k.

**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, include PNNL use of the Hanford Site Process, include 300 Area electrical services provided by the City of Richland and deleted items that were completed.
2	TBD	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.



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:

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 facilities located in the 300 Area on the Hanford Site, Richland, Washington.
 - b. EM access/use to the PNNL Site.
 - c. PNNL use of EM managed land.
 - d. 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), and invokes the DOE-HQ MOA (Article 3.l) as well as the land reassignment agreements (Articles 3.f and 3.k). Additionally, this revision adds transportation requirements from DOE-HQ as well as requirements of the Final Record of Decision for the 300 Area.
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.
 - 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. K. A. Klein, MOA, dated June 29, 2005.
- 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. (Can also be located by letter 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." (Can be located by letter 07-AMRC-0229).
- l. MOA 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). 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. (Can also be located by letter 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 Antoine Minthom, 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. H. B. Hathaway, RL, "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, dated August 1, 2014 (14-NSD-0074).
- u. RL memorandum to R. E. Snvder. 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. "Contract No. DEAC05-76RL01830 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).
 - dd. Deed between RL and TR1DEC for 1,641 acres executed September 30, 2015.
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 Preservation Designated 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 south right-of-way line of Horn Rapids Road except where it connects with the Environmental Molecular Sciences Laboratory (EMSL) land, 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 Facility Information Management System (FIMS) as depicted in Table 1.

Table 1: SC controlled PNNL Site as depicted in FIMS	
Property ID	Property Name
DPSNTEland	DOE PNNL Site N-Triangle
DPSEland	DOE PNNL Site Expansion Land

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 will be in accordance with the 300-FF-2 and 300-FF-5 Records of Decision (see Article 3.bb.), and their associated CERCLA documentation (as interpreted by 54 FR 4100 and Operational Agreement Articles 3q and 3aa). PNSO will allow RL and its contractors' access to lands under SC programmatic control in order to carry out CERCLA responsibilities and operate and maintain utility systems serving the 300 Area.

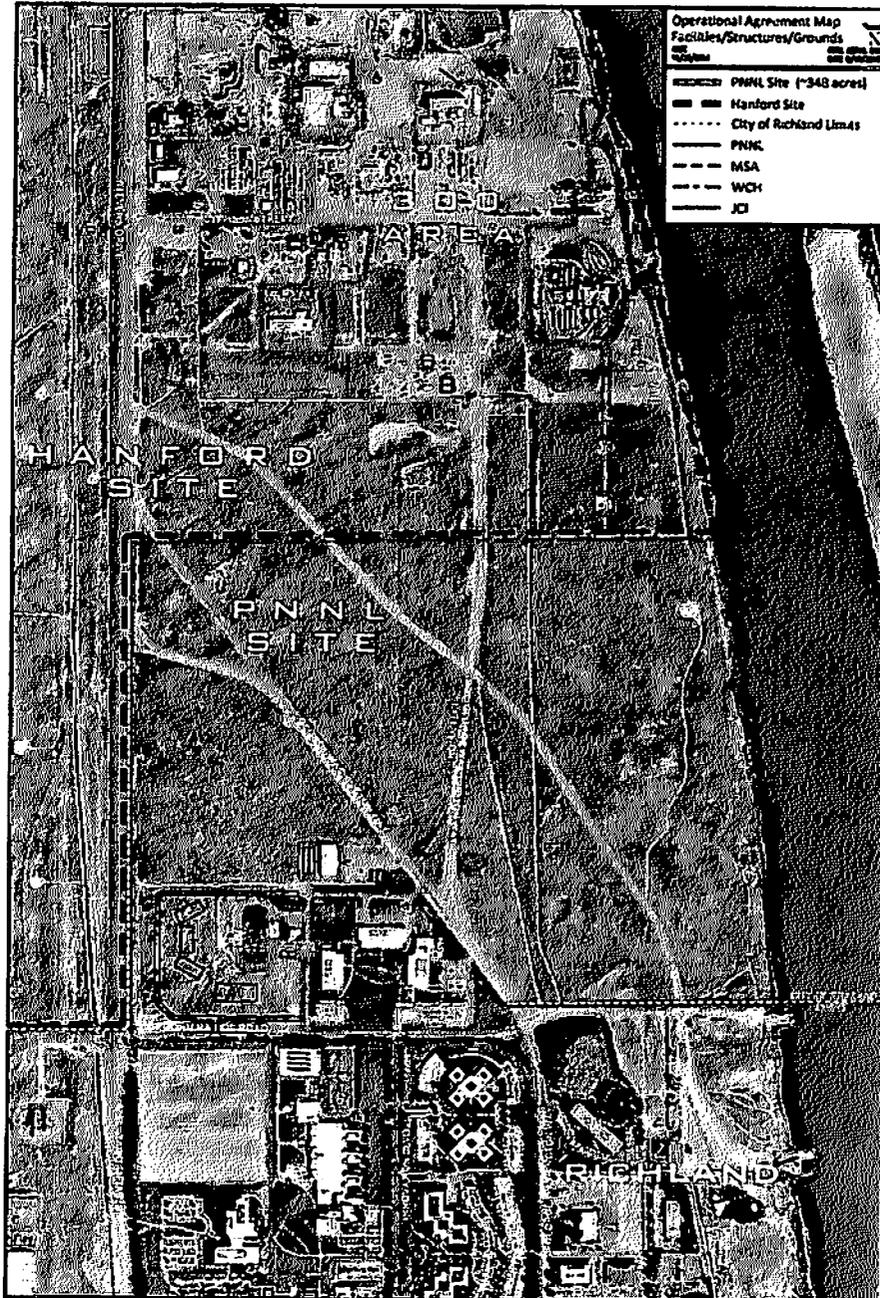


Figure 1: General Area of this Operational Agreement

5. The land transferred from RL to TRIDEC is shown in Figure 2 (Figure to be added upon completion of transfer agreement). The deed for transfer of this land contains covenants and restrictions to minimize or limit 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.
6. 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 CSO for the PNNL Site. PNSO (Article 3.d) is responsible for all PNNL contractor oversight.
7. 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).
8. The facility data records in FIMS for the PNNL occupied 300 Area buildings, mobile office trailers, and Other Structural 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 bb. for clarification).
9. 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 and its contractor's responsibility for final disposition.
10. PNSO and its contractor will be responsible for the disposition of nuclear materials located in the 300 Area buildings occupied by PNNL before or on the date 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 will need to be completed prior to transferring facilities with hotcells, gloveboxes, and hoods to address what waste streams will need to 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 CERCLA documentation and with RL concurrence.

11. At the end of PNNL occupancy, PNSO will transition the PNNL occupied/operated 300 Area EM-owned facilities, listed in Table 2, to RL for demolition and cleanup, in accordance with the SC/EM MOA (Article 3.1). For most facilities, PNNL occupancy is anticipated to extend beyond 2045.
12. 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.
13. PNSO has line management safety responsibility and oversight, including funding for maintenance, betterments, and operations for all PNNL occupied/operated 300 Area buildings identified in Table 2 and within the facility boundaries shown in Figure 1, with exception of the boiler annexes. 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 and ventilation systems must be in good condition of repair prior to transitioning of facilities from PNNL occupation to RL.
14. 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. RL will interface on those Information Technology sources which share trusted relationships for risk identification on the networks and systems with support from PNSO and PNNL. RL provided utility/services will be on a cost recoverable basis using allocation methodologies compliant with Cost Accounting Standards (CAS) that are 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.
15. 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.
16. RL and PNSO's contractors shall update "Interface Control Document Between PNNL, WCH, Johnson Controls, and MSA for 300 Area Utility Systems and Services" included in Article 3.i., which provides for the maintenance of government owned facilities, land, and infrastructure upon relevant changes in statements of work between RL contractors. This agreement will include agreed upon physical "boundaries" for PNNL occupied facilities 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.

17. 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's contractor will maintain the City of Richland 300 Area Electrical Services Interfaces and Responsibilities Agreement.

Table 2: PNNL Occupied/Operated Facilities 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
	325B	EM Building	Shielded Lab Annex
	325C	EM Building	Fluorine Gas Storage
	325D	EM Building	Maintenance Shop Addition
	325E	EM Building	Fire Riser/Backflow Preventer Building
	325BA**	EM Building	Radiochemical Processing Laboratory Boiler Annex
	325NSPad*	EM Other Structure	North Storage Pad for 325 Complex 328/328A/3714 Concrete Slabs)
331	331*	EM Building	Life Sciences Laboratory
	331BA**	EM Building	Life Sciences Laboratory Boiler Annex
	331P	SC Personal Property	Chemical Storage Container
	331K	SC Personal Property	Modular Laboratory
318	318*	EM Building	Radiological Calibrations Laboratory
	318B	EM Building	High Temperature Lattice Test Reactor Filter Stack (concrete pad)
	318C	EM Building	High Temperature Lattice Test Reactor Filter Facility (concrete pad)
	318BA**	EM Building	Radiological Calibrations Laboratory Boiler Annex
	318 TRL4*	EM Trailer	Office Trailer (MO226)
350	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	361	SC Personal Property	Modular Equipment Shelter
312	312*	EM Building	River Pump House and Monitoring Station (312/3614A)
*Specifically identified in FIMS			
* Trailer is no longer being utilized by PNNL. PNSO will formally notify RL of 318 trailer vacation.			
**Boiler Annexes are RL owned/JCI operated facilities in support of PNNL mission			

18. For the portion of the PNNL Site that is annexed into the City of Richland, the City has responsibility for fire and ambulance response. RL maintains responsibility for fire and ambulance response for the un-annexed portion of the PNNL Site (3.b.).
19. PNSO will continue to receive supplementary protective force services from RL, currently 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 sufficient advanced notice prior to any changes. Because both RL and PNSO's respective contractors have their own protective force, the roles, responsibilities, authorities and expectations associated with the collective protective force services are specified 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 (POC).
 - 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 POC) 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 to include a listing of alarm point locations and corresponding asset descriptions.
 - d. RL and PNSO will annually review the contractor interface agreement to ensure it meets sub articles a. and b. above.
 - e. 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.
20. RL will continue to manage the Energy Savings Performance Contract with Johnson Controls, Inc., for retained 300 Area facilities, unless some other mutually agreed to utility/service arrangement is established. PNSO and its contractor will be responsible for costs associated with steam service provided to PNSO facilities.
21. 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.
22. PNSO and its contractor will be the responsible entity for assessing, maintaining and upgrading the electric metering of its occupied/operated 300 Area buildings against the goals of the Energy Policy Act(s).

23. While on the Hanford Site, PNSO's contractor will utilize the Hanford Transportation Safety Documentation and a qualified motor carrier 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 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. PNSO will act as the shipper of record for all PNSO-related Federal shipments that involve the Hanford Site and require road closures.
 - f. PNSO will follow transportation plans for local transuranic waste shipments involving the Hanford Site, as described in Article 3.aa.

PNSO's contractor will transport nuclear material and waste in accordance with DOE packaging safety order requirements and 10 CFR 830.

24. PNSO will provide its own Defense Nuclear Facilities Safety Board Liaison.
25. 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.
26. PNSO and PNNL shall maintain the ability 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.
27. 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 public roads traversing the PNNL Site and, with coordination and any necessary preparation, responsible infrastructure facilities located on the PNNL Site.

28. 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, in 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, and RL will be notified 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.
29. 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 analysis, 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.
30. 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 and its contractor are responsible for funding any increased cost resulting from a release to the environment from SC sources during continued occupancy in the 300 Area. (Article 31.)
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 3k. and 3.r).
32. RL and its contractor will maintain responsibility for the maintenance, repair, 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.
33. 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 BMI contract); and the National Historic Preservation Act (NHPA). 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.
 - 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. 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 regulatory 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 (Note: NEPA documentation is prepared by PNSO and its contractor).
 - g. Provide appropriate environmental data for its facilities 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. Use of the Hanford Site Land – For activities/work not already addressed by this agreement and for which PNSO and its contractor would like to conduct on the Hanford Site, PNSO’s contractor will submit a completed Site Evaluation Form to RL’s Mission Support 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 be responsible to endorse/pre-screen its contractors’ proposed activities for the purpose of identifying potential adverse impacts on the Hanford Site, as well as to provide any necessary information for disposition/mitigation of any identified adverse impacts to the following:
 - i. Tri-Party Agreement commitments
 - ii. Hanford Site missions or site operations
 - iii. Hanford Site-wide Air Permit (Maximum Exposed Individual)
 - iv. Nuclear Safety (Authorization Basis and Safety Documents)
 - v. Hanford and DOE Mission initiatives
 - vi. Hanford Site Comprehensive Land-Use Plan land-use map 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 RCRA permit
- b. Upon receipt of a land-use request, RL's contractor will initiate an internal site evaluation review and transmit it for RL's review and approval. RL may deny the request if adverse impacts are identified associated with the RL cleanup mission responsibilities (River Corridor cleanup activities, Central Plateau cleanup activities, Mission Support Contract activities, or to the National Monument) or 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 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
 - 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 work with RL's contractor to maintain an up-to-date list and map of PNNL activities conducted on the Hanford Site.
- e. PNSO and its contractor will be responsible for ensuring the property is returned to its original state, unless otherwise agreed to. RL and its contractor may inspect the property to verify that it has been returned to the agreed-to state.

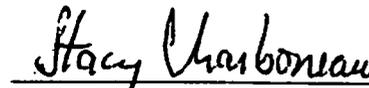
35. PNSO and its contractor shall ensure compliance with Washington State Waste Discharge Permit number ST-4511. PNSO and its contractor shall also ensure compliance with Hanford 300 Area Industrial Wastewater Permit No. CR-IU010 as issued by the City of Richland for PNNL occupied facilities within the 300 Area (325, 331, 318, and 350 complexes). PNSO and its contractor shall work with RL and its contractor(s) to mitigate or correct improper discharges into the system prior to the point of compliance.
36. PNSO shall reimburse RL for damages that RL is required to repair due to negligence or accident by PNSO or PNNL staff (e.g., replacement of fire hydrants or light poles damaged as part of road accident, etc.)
37. PNSO and RL have agreed that the RL Labor Standards Board (LSB) will make the determination whether PNNL Plant Force Work Reviews (PFWR) will be covered by the Davis-Bacon Act, or not. The LSB includes one representative from PNSO to serve as an LSB member.
38. 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). 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 maintain and provide historical WC and SUP PEN data, as requested by RL.

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, 2018, unless otherwise extended by both parties.

APPROVED:



Roger E. Snyder, Manager Date
Pacific Northwest Site Office 12/16/15



Stacy Charboneau, Manager Date
Richland Operations Office 12/17/15