

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DOE-ID AND DOE-CH**

INTRODUCTION

This Memorandum of Understanding (MOU), entered into this 3^d day of October, 1997, between the DOE Idaho Operations Office and the DOE Chicago Operations Office, is intended to memorialize agreements reached between officials from both offices. Both offices have the desire to establish a partnership that will continue the safe and compliant operation of the Argonne National Laboratory-West (ANL-W), located within the boundaries of the Idaho National Engineering and Environmental Laboratory (INEEL). The scope of this Agreement includes all activities involved in the overall operation of Argonne National Laboratory - West. A map of the geographic area under the primary control of DOE-CH is attached to this Agreement as Attachment #1.

I. ROLES AND RESPONSIBILITIES

- A. Manager, DOE-CH** is the responsible DOE manager administering the Argonne National Laboratory - West, and therefore has primary responsibility for the overall line management and operations of ANL-W, including all permitting and regulatory compliance functions for facilities and operations specific to ANL-W. This line management authority has been delegated to the Manager, Argonne Group (ARG) at DOE-CH.
- B. Manager, DOE-ID** is the responsible DOE manager the INEEL site, which includes within its geographic boundaries the ANL-W facility. The Manager of DOE-ID has the primary responsibility for providing to ANL-W emergency response services and command and control for incidents that might impact the INEEL as a whole. During any incident that impacts the INEEL as a whole, the Manager of DOE-ID will assume the role of the Senior DOE Responsible Official and shall coordinate all actions with the Manager of DOE-CH, and keep CH informed of the status of all actions. The Manager, DOE-ID also has the responsibility of providing various support services to the ANL-W, set out specifically in Attachment #2. ANL-W and the ID contractor will agree to the type and cost of support services at the beginning of the fiscal year. The final determination of those support services that are institutional in nature and essential for the operation of a unified INEEL shall be determined by ID, in agreement with CH.

All natural resources on the INEEL and actions regarding those natural resources, except those natural resources impacted by releases of hazardous substances from ANL-W and natural resources within the defined ANL-W operational areas (see Attachment 1) are the responsibility of DOE-ID.

In addition to the above, as Owner of the INEEL Site, the Manager of DOE-ID has the responsibility of submitting and operating pursuant to all INEEL-wide permit and license applications. DOE-ID also has the authority to conduct periodic audits at ANL-W regarding compliance with the DOE waste certification requirements and all other requirements.

II. COORDINATION

- A.** The CH-ARG Manager, or designee, shall be the primary point of contact for CH, and the Assistant Manager, Office of Assurance and Resource Management (AM/OARM), or designee shall be the primary point of contact for ID under this MOU. The CH-ARG Manager may designate a representative of the DOE Argonne Group-West, located at INEEL, to act for CH.
- B.** The Managers of CH and ID shall assure compliance with the responsibilities and agreements set forth in this MOU, and shall encourage their employees and contractors to comply with this Agreement and to frequently communicate and coordinate as set out below:
 - 1. DOE-ID and DOE-CH shall ensure that all anticipated and unanticipated situations that might have legal ramifications to DOE, the INEEL, or ANL-W, or involve ensuring overall Site and/or public health and safety are well coordinated between the two DOE offices. Some examples of these types of situations are: threat of lawsuits by stakeholders; environmental documents; inventories of various hazards; emergency preparedness; and responses to regulatory agencies on issues that have potential fines and penalties associated with them. All such activities shall be subject to sufficient review by the non-originating office; this shall be accomplished by the originating office providing copies to the other office within a sufficient time period to allow for review and comment prior to final issuance of a verbal or written response or document, whichever is appropriate for the situation. Each office shall provide the other office a minimum of two weeks for the review/comment/concurrence cycle prior to final issuance. If the exigencies of a particular situation prevent an office from providing the two-week time period, the originating office shall immediately notify the other office of the exigency, and indicate the proposed review period.
 - 2. Both DOE-ID and DOE-CH agree to respond in a timely manner to informal, day-to-day requests from the other for any specific information or review, including data for inclusion in reports to regulatory agencies and environmental studies.
 - 3. Both DOE-ID and DOE-CH agree that the most effective and productive approach to interacting with public officials, the Press, and members of the public is as a unified team working at the INEEL. In order to accomplish the goal of

presenting a unified team at the INEEL, and preserving and protecting good relationships established with public officials, the Press and the public, CH and ID agree to abide by the following protocol:

- a. If CH or its contractors are considering any new missions or major changes to current activities that have the possibility of conflicting with, or appearing to conflict with the Idaho Settlement Agreement, CH has the responsibility of notifying DOE-ID of the proposed action, prior to notifying any public official, the Press, or any member of the public. The ID Point-of-Contact is the Manager, Environmental Programs and Idaho Settlement Agreement.

CH further agrees that following notification to the ID Point-of-Contact, it will not take any further action regarding the proposed activity until the ID and CH Points-of-Contact have agreed upon a path forward.

In the event that the Idaho Settlement Agreement undergoes changes in the future, DOE-ID will keep DOE-CH informed of any proposed changes to the Idaho Settlement Agreement.

- b. If DOE-ID, DOE-CH, or their contractors intend to respond in writing to any question posed by a member of the public, a public official, or the Press, or intend to issue a press release, the originating office has the responsibility to provide a copy of the document to the non-originating office information and coordination if the issue is one that impacts the non-originating office's area of responsibility. The ID Point-of-Contact is the ID Public Information Specialist; the CH Point-of-Contact is the DOE Argonne Group-West Team Leader, located at INEEL.
- c. If DOE-ID, DOE-CH, or their contractors intend to interact at any level with either local or national public officials or their staffs regarding any major changes to current activities or proposed future activities at the INEEL or ANL-W, each office has the responsibility to coordinate such contact with the other office to plan for and participate in the interaction.
- d. Both ID and CH will keep each other informed of upcoming public meetings or other speaking engagements. When attending public meetings or other speaking engagements, both ID and CH agree that neither will answer public questions about activities of the other without deferring the answer, and providing the other office the opportunity to answer the question first. Both parties understand that the purpose of this portion of the Agreement is to prevent one office from providing unintentional misinformation to the public about another offices' actions or activities. This protocol would not be pertinent to routine or obvious questions about the INEEL such as the size of the Site, number of employees, or the counties that are included within the INEEL boundaries.
- e. Regarding interactions with the Tribes, the parties recognize that the relationship of interacting from Government-to-Government is very important to the Tribe's governmental officials.

In order to maintain a single focus for the maintenance of an appropriate Government-to-Government relationship for the INEEL, DOE-CH agrees to work through the DOE-ID Tribal Liaison Officer on all issues affecting, or of interest to, the Tribes consistent with the Agreement in Principle (See Attachment 3). The DOE-CH point-of-contact for coordination with the DOE-ID Tribal Liaison Officer will be the DOE Argonne Group-West Team Leader, located at INEEL. The Team Leader will maintain familiarity with all provisions of the Agreement in Principle so that timely Tribal involvement can be ensured. DOE-ID will keep DOE-CH fully apprised of any issue or event that may be of interest to, or requires Tribal participation.

C. Cooperative Collaborations

DOE-ID, DOE-CH and their respective contractors agree to proactively collaborate on execution of DOE missions under situations where facilities at both labs optimize the effective execution of the missions.

D. Guides and Criteria

The Parties shall ensure that their internal management directives are consistent with this MOU.

III. ENVIRONMENT, SAFETY AND HEALTH

Beginning in fiscal year 1998, DOE-CH agrees that an apportioned share of costs will be paid for site-wide collection and interpretation of environmental data conducted by DOE-ID and its contractors. Attachment 4 provides additional detail on the specifics of this cost-share agreement.

Specific procedures, in addition to those described under Part II, for carrying out the ES&H functions that involve both CH and ID at the INEEL, are described below.

A. Regulatory Compliance

1. **Permitting and Consultation Actions.** Consistent with Section I, ROLES AND RESPONSIBILITIES, CH acknowledges that ID has primary responsibility for obtaining INEEL-wide ES&H permits and for undertaking as required by law (e.g., the National Historic Preservation Act, the Endangered Species Act), formal consultation with Federal and State agencies for actions with INEEL-wide impacts or implications. CH shall have primary responsibility for obtaining ES&H permits from Federal and State agencies and for undertaking, as required by law, formal consultation with Federal and State agencies for those actions within the ANL-W boundary as defined in Attachment 1 of this Agreement.
 - a. For INEEL-wide permits, CH shall, as appropriate, either prepare those permit application sections specific to ANL-W and submit them to ID or provide ID with the requisite information in a timely fashion so as to complete the permit application. CH shall sign as owner, and CH and its contractor shall each sign as co-operators for that portion of the permit application relating to ANL-W.

- b. For those permits that only address facilities or operations located at ANL-W, CH shall prepare, sign as owner, and submit the permit applications to the cognizant regulatory agency or agencies. CH and its contractor shall each sign the permit application as co-operators.
 - c. When permits or consultation requirements may affect ANL-W, or when permits/consultation requirements may affect other INEEL-wide permit efforts, the office with the primary responsibility for the permit or consultation requirement shall provide relevant information to the other for review and comment prior to submission to the regulatory or consulted agency.
 - d. The Parties shall keep each other apprised at the earliest practicable time of changes in the activities of their contractors which may affect the other Party's status with regulatory agencies, e.g., construction, operation, or permitting activities of either office's contractors that have the potential to impact the pending or anticipated permit applications of the other, including but not limited to cumulative air emissions.
 - e. CH shall support the INEEL efforts to meet all commitments and obligations in the site-wide permits and licenses discussed in this section of the Agreement. Any actions, or lack of necessary actions on the part of DOE-CH or its contractor that elicit fines or penalties under these consent orders and agreements shall be the financial responsibility of DOE-CH.
2. Administrative Contacts with Regulatory Agencies. Consistent with Section I, ROLES AND RESPONSIBILITIES, ID shall be the administrative contact with Federal and State regulatory agencies for INEEL site-wide matters. CH shall be responsible for those matters specific to ANL-W. Consistent with this paragraph:
- a. Each Party shall promptly provide copies of all correspondence to or from any Federal or State regulatory agency concerning ANL-W to the other Party.
 - b. Prior to initiating contacts with regulatory agencies to discuss, among other things, technical positions or interpretations of regulations, adequacy of permit applications or support documents, etc., the Parties shall coordinate regarding the issues to assure consistent positions are being taken.
 - c. The Parties shall promptly notify each other of any oral contact(s) with regulatory agencies concerning or affecting regulatory interpretations or enforcement actions at the INEEL or ANL-W.
 - d. CH shall provide any regulatory agency-requested information to ID for transmittal to the regulatory agency, or for inclusion in an ID site-wide response. For regulatory agency requests to visit or inspect the INEEL, or for visits/inspections at ANL-W, the Parties shall coordinate each other's participation in such visits, including the opportunity to be present at, and participate in, the visits or inspections by regulatory agencies. In the event a regulatory agency should contact CH or ANL-W directly concerning requests or issues that refer to areas outside the ANL-W boundary or the off-site environment, the matter shall be referred to the ID Point-of-Contact referenced in section II.B.4.a. of this Agreement. Similarly, in the event a

regulatory agency should contact ID or the INEEL directly concerning requests or issues that refer to areas inside the ANL-W boundary, the matter shall be referred to the CH Point-of-Contact referenced in section II.B.4 of this Agreement.

3. Agreements with Regulatory Agencies.

- a. ID has primary responsibility for negotiating and executing INEEL-wide compliance agreements (such as the Federal Facilities Agreement/Consent Order, and the Federal Facility Compliance Act Site Treatment Plan Consent Order) with regulatory agencies. ID recognizes that such agreements may affect the operations of ANL-W facilities and that CH has a significant and substantial role in the development and progress of the agreement(s). To this end, ID shall include CH in the development of those agreement(s), including providing CH the opportunity to participate in the planning stages preceding negotiations as well as supporting the negotiation sessions.
- b. CH shall have approval authority for those portions of the agreement significantly affecting the ANL-W. ID shall have the authority to sign agreements with regulatory agencies on behalf of CH in instances where CH expressly delegates this authority to ID.
- c. Offices shall keep each other informed of any actions to be taken under a signed agreement which may affect ANL-W, or have INEEL-wide impacts. The Parties shall provide each other the opportunity to review and comment/concur, as appropriate, consistent with (a) and (b) above, in all issue and strategy papers prepared in implementing a signed agreement and shall provide notice of all meetings that deal with significant issues under the agreement.
- d. CH shall support the INEEL efforts to meet all commitments and obligations in the site-wide consent orders and agreements discussed in this section of the Agreement. Any actions, or lack of necessary actions on the part of DOE-CH or its contractor that elicit fines or penalties under these consent orders and agreements shall be the financial responsibility of DOE-CH.

4. DOE Environmental Planning and Oversight Actions. The Parties shall keep each other informed of environmental planning actions associated with proposed changes to current operations and proposed future missions in which the other Party may have an interest, including actions taken pursuant to the National Environmental Policy Act, or long-range planning documentation consistent with the cooperative relationship both Field Offices desire to foster, as described in section II.C. of this Agreement.

- a. Each Party shall allow the other the opportunity to review and comment on environmental planning documents and shall, upon request, provide or direct its contractor(s) to provide such data for adequate completion of the environmental planning document.
- b. Each office shall be notified of the formation of any environmental planning or oversight group for those actions or activities that may affect the other. Each

office shall allow the other the opportunity to participate in these meetings and to review and comment on any relevant documents.

5. Wildfire Management ID and CH agree to implement the INEEL Wildland Fire Management Plan, dated April 1, 1997. Both parties were involved in negotiations relative to a wildland fire management plan and agree to cooperate should the plan need to be implemented.

B. Emergency Preparedness

1. CH shall inform ID of any changes in the ANL-W facilities, experiments, or procedures that could significantly increase the ES&H impacts beyond the ANL-W site or INEEL boundary above levels previously analyzed or documented. CH shall provide ID with a current, up-to-date Haz Assessment of ANL-W.
2. CH shall inform ID of all matters that could affect ID's immediate and effective response and assistance in an emergency.
3. CH shall submit an annual update of the ANL-W emergency preparedness plan(s) to ID for information. ID shall coordinate ANL-W's emergency plans with the INEEL site emergency plans. CH shall provide a copy of the annual Emergency Readiness Assurance Plan (ERAP) to ID.
4. CH shall cooperate and coordinate with ID to the maximum extent possible in developing and participating in emergency planning exercises.
5. If an emergency or alert is declared at ANL-W, CH shall:
 - a. Provide notification with the emergency classification for ANL-W events which potentially impact the INEEL and supportive rationale based on emergency action levels and source term and plume projection, as appropriate. Per Secretary Peña's memos dated Aug. 4, 1997, Aug. 27, 1997, and Aug. 27, 1997 (HQ reference #'s: 97-011126, 97-012274, and 97-012275, respectively), anytime ANL-W notifies DOE-HQ, the State, Tribes, or local organizations, they should notify DOE-ID. This requirement pertains, even for non-emergency events. All notifications, including non-emergencies, will be made through the INEEL Warning Communications Center (WCC). They in turn will notify the appropriate DOE-ID points-of-contact.
 - b. Ensure that if an alert or an emergency is declared at ANL-W, ANL-W shall provide a spokesperson who will provide guidance on news releases and statements. The spokesperson also shall be available to give briefings and respond to questions at the INEEL Joint Information Center, if necessary.

C. Incident Reporting and Investigation

Mutual notification shall occur for all incidents or any significant releases of radioactive effluent, or other hazardous or toxic materials that may impact each other's facilities or activities. Notification of regulatory agencies as per the requirements of environmental laws including RCRA, CAA, CWA, EPCRA, TSCA, and CERCLA shall be coordinated with DOE-ID. DOE-CH will ensure that the ID Warning Communications Center is informed of such events.

IV. SAFEGUARDS AND SECURITY

A. Personnel Security

1. ID will process all initial security clearance requests and reinvestigation requests, with the exception of cases involving the Personnel Security Assurance program(PSAP) applicants or participants. This will include all necessary adjudicative actions such as additional investigations, personnel security interviews, psychiatric evaluation, EAPRO participation/monitoring, and administrative review (AR) processing/hearing.
2. Additionally, due to geographical proximity to ANL-W, ID will conduct personnel security interviews with PSAP applicants/participants at the request of CH. For those cases progressing to Administrative Review, if requested by CH, an ID Personnel Security Specialist will be available to provide testimony if necessary and if the hearing is convened in Idaho.
3. CH will ensure that ANL-W will, with the exception of cases involving PSAP applicants/participants, process all necessary clearance paperwork, perform pre-employment checks as required, make clearance level determinations, assure that employees/applicants attend scheduled personnel security interviews, and participate in the Reinvestigation Program as directed by ID.
4. CH will assume complete oversight for the ANL-W Personnel Security Assurance Program(PSAP) effective October 1, 1997. CH will be responsible for the processing, reinvestigation, and adjudication of security issues relative to the "Q" clearance for PSAP applicants and participants. CH will assume CPCI File location responsibility for all ANL-W PSAP Personnel Security Files (PSFs). As PSAP participants enter and leave PSAP, CH and ID will exchange PSFs as necessary and change CPCI file location. CH will be responsible for funding ANL-W PSAP initial clearance costs, reinvestigation costs, and any additional adjudicative costs such as additional investigation, psychiatric evaluation, and administrative review hearings.

B. Visitor Control Program

1. ID shall process and verify access authorization (DOE F 5631.20) for classified visit requests made by ANL-W contractor personnel for trips planned to other facilities within the DOE Complex.
2. CH shall certify the need to know for classified visit requests made by ANL-W contractor personnel for trips planned to other facilities within the DOE Complex.

CH shall process and coordinate all foreign national visit and assignment requests to the ANL-W site.

C. Identification/Badging

ID shall provide DOE standard badges for general INEEL use and ANL-W facility access. This includes all necessary photograph, fabrication, control, destruction, and record accountability.

D. Emergency Response

1. ID shall:
 - a. Coordinate with CH to ensure an agreement exists between contractors to mutually support each other in security emergencies and recapture recovery efforts. This agreement shall ensure adequate SRT support to both facilities.
 - b. Coordinate with State and other Federal agencies for required assistance.
 - c. Provide all necessary security controls outside of the ANL-W boundary as defined per Attachment 1.
2. CH shall ensure that ANL-W will designate area contacts and on-site persons "in charge" to be used by the Response Team Commander for response guidance.

E. Protection Program Operations

ID shall:

1. Provide intelligence information as available regarding threats to ANL-W.
2. Provide access to range facilities on request for training of ANL-W security inspectors with rifles and machine guns.
3. Provide assistance upon request for surveys, audits, or other internal control measures conducted by ANL-W.

F. Information Security

ID shall provide guidance, service, maintenance, communications security (COMSEC) accountability and COMSEC keying material support (crypto ignition key and electronic rekeying) relating to secure voice communications (STU-III).

CH shall approve STU-III security plans.

V. DISPUTE RESOLUTION

The staffs of ID and CH shall use their best efforts to resolve any disputes under this MOU. If a dispute cannot be resolved at the staff level, it shall be brought to the attention of the Operations Office Managers. If the dispute cannot be resolved at this level, a jointly written statement of dispute shall be prepared by the Operations Office Managers and brought to the attention of HQ Office of Field Management who will render a final decision.

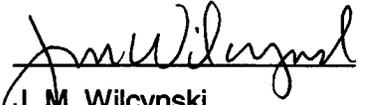
VI. TERMINATION OF PRIOR MOU

Upon the signing of this MOU, the Environmental, Safety, and Health Activities MOU entered into in 1990 shall terminate.

VII. LIMITATIONS OF THIS AGREEMENT

This MOU is for internal use only, intended solely to allocate administrative responsibilities between the parties as part of the Department of Energy. Nothing in this document is intended to limit, expand or otherwise affect any lawful rights or responsibilities of the Department of Energy or any other person, corporation or business entity. This MOU does not create any right or benefit, either substantive or procedural, enforceable at law or equity by any party against the United States, its agencies, its officers, or any person.

VIII. SIGNATURES

Approved: 
J. M. Wilczynski
Manager

Idaho Operations Office

October 3, 1997 (Date)

Approved: 
C. J. Langenfeld
Manager

Chicago Operations Office

10/3/97 (Date)

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ATTACHMENT 1

Area Map of Argonne National Laboratory-West Site Boundaries

List of Services Provided by DOE-ID and its Contractor to DOE-CH and ANL-W

Following is the list of site services that shall be provided to ANL-W by DOE-ID and its contractor. DOE-CH and ANL-W shall pay their allocated costs for these services in accordance with agreements established between ANL-W and the INEEL contractor. DOE-ID and DOE-CH approval must be obtained prior to implementing any contemplated changes to this list.

Operational Dosimetry
Landfill
Paging Services
Radio Services
Warning Communication Center
S&S Protective Force
Bus Operations and Maintenance
U of I Contract Courses
ISU Contract Courses
Power Management
Fire Department Operations
Offsite Interface
Emergency Operating Center
INEEL Occupational Medicine
Speakers Bureau
Tours
Scholastic Tournament
Videos
Public Information Center
Publications and Exhibits
ID-Support, Other
USGS ID Support
Investigations
NOAA ID Support
INEEL Seismic Hazard Studies

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ATTACHMENT 3

Agreement in Principle with the Shoshone/Bannock Tribes

(The Agreement with the Shoshone/Bannock Tribes is still under construction. It will be attached to this MOU when it has been signed.)

**List of Site-wide Environmental Assessment Activities that
DOE-CH Has Agreed to Cost-Share**

The following cost-share amounts are annual totals to be paid for the ANL-W portion of the site-wide environmental surveillance and sampling activities which are conducted by DOE-ID and its contractor in support of our environmental documentation, and as required by environmental regulations. These costs to DOE-CH are not envisioned to change from year to year. Renegotiation of CH's cost share will occur only if there is a substantial change to the cost and/or scope of work for these tasks.

Idaho Department of Environmental Quality - Permit Activities - \$171K
On Site Monitoring - \$77K
NOAA - \$72K
USGS - \$35K
Environmental Foundation - \$67K

Total \$422K