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MEMORANDUM OF UNDERSTANDING
between the
U.S. DEPARTMENT OF ENERGY'S
RICHLAND OPERATIONS OFFICE and
OFFICE OF RIVER PROTECTION
and the
STATE OF OREGON

I. PURPOSE

The U.S. Department of Energy, through its Richland Operations Office (RL) and Office of River Protection (ORP), and the State of Oregon, through its lead agency on Hanford issues, the Oregon Department of Energy (ODOE), herein after referred to as the Agencies, enter into this Memorandum of Understanding (MOU) for the purpose of documenting understandings and agreements that currently exist between the Agencies.

The U.S. Department of Energy recognizes Oregon's unique role and interests at Hanford, and its concerns to protect the resources of the Columbia River and is interested in sharing, facilitating and accommodating the exchange of information.

In entering into this MOU, the Agencies agree to consult, and whenever possible and legally permissible, cooperate on Hanford environmental issues, or actions needed to address these issues. Each agency shall bear the responsibility for providing for the necessary funding to carry out its respective responsibilities under this MOU; however, this MOU does not preclude sharing of resources, including funding through grants, between the parties.

The Agencies further agree that:

- A. RL and ORP will work to ensure that ODOE is provided the information and the opportunity needed to adequately review and comment on Hanford environmental issues and proposed actions before major decisions of interest to Oregon are made.
- B. ODOE will provide its issues of concern on specific areas of interest and/or recommendations to RL and ORP in written form when possible. To assist ODOE in formulating timely responses, RL and ORP will continue to provide ODOE with simultaneous copies of information provided to the State of Washington Department of Ecology and the U.S. Environmental Protection Agency (EPA) on Hanford environmental, health and safety, and budget issues. ODOE agrees to provide RL and ORP in a timely manner any information which ODOE has, and which RL



and ORP do not have, related to Hanford environmental, health and safety, and budget issues.

- C. RL and ORP will attempt to resolve ODOE concerns within established decision-making timeframes. Both parties mutually agree to commit adequate time to meet or otherwise discuss concerns and recommendations formally identified by ODOE.

II. MEETINGS

RL and ORP agree to meet with ODOE staff periodically to review issues of mutual concern. Such issues may include, but are not limited to, funding levels for cleanup work, proposed work plans issued for public comment, pending federal legislation, DOE proposed rules or Orders, other proposed agency actions, and Tri-Party Agreement (TPA) negotiation information provided to the public. The Agencies agree that the primary vehicle to accomplish this is to combine these meetings with other scheduled meetings if suitable.

- A. Management from the Agencies shall meet with ODOE staff periodically to discuss key policy issues, to develop joint strategies and positions and to review cooperative efforts. RL and ORP representatives may include the RL and ORP Managers or his/her designee, a representative of the RL Office of Communications and External Affairs and the ORP Office of Communications and Information Management or a subject matter expert on topics of interest to ODOE. ODOE representatives will include the Assistant Director for Nuclear Safety, and/or other ODOE senior management.

The agenda for such meetings will be developed by the designated point of contact for each agency. Meeting locations will be alternated between Oregon and Washington to the extent possible.

- B. Oregon will continue to participate in monthly Inter-Agency Management Integration Team (IAMIT) meetings and milestone review meetings as established in Amendment 6 to the TPA. The ODOE Assistant Director for Nuclear Safety will continue to be placed on the distribution list for agendas and minutes for IAMIT meetings.
- C. Nothing in this MOU will supersede the Agreement on Oregon/Washington Cooperation on Hanford Cleanup dated December 8, 2010

III. CORRESPONDENCE

RL and ORP will place ODOE on distribution for all TPA correspondence it sends to EPA and to the Washington Department of Ecology. With regard to

electronic communications, RL and ORP will provide ODOE with information through the Office of Communications at the same level of communication as to stakeholders and the public. RL and ORP will encourage EPA to also routinely include ODOE on distribution for its TPA correspondence.

IV. TRI-PARTY AGREEMENT NEGOTIATIONS

RL and ORP will continue in current efforts to keep ODOE, as well as other affected stakeholders, apprised during TPA negotiations. The purpose of this effort will be to discuss the progress and direction of the negotiations and will be to keep ODOE apprised of issues and negotiation progress, to understand Oregon's concerns, and to seek to adequately address Oregon's concerns in these negotiations. The intent will be to provide ODOE with updates, through the Office of Communications, as soon as they are available to the public, rather than solely when they are complete.

V. PUBLIC INVOLVEMENT

RL and ORP will consult with and include ODOE in planning and conducting Hanford-related public involvement activities in Oregon. The Agencies will work together to ensure that public involvement activities in Oregon are cost-effective and satisfy legal requirements and public interests. RL and ORP will consult with Headquarters to ensure these objectives are met.

RL and ORP will seek to obtain ODOE agreement and input on DOE plans for Hanford public involvement in Oregon for which DOE has sole responsibility. RL and ORP will periodically seek ODOE input on outreach such as Hanford Speaker's Bureau presentations. In the case of TPA public involvement activities where responsibility is shared by the Washington Department of Ecology, EPA, and DOE, RL and ORP will urge that the three parties jointly seek ODOE input.

RL and ORP will recommend to EPA and Ecology that ODOE staff be invited to participate in Tri-Party efforts to plan public involvement activities. ODOE agrees to work jointly with the Tri-Parties in planning TPA public involvement activities in Oregon. ODOE further agrees to keep the Tri-Parties fully apprised of the interests and concerns relating to such involvement activities.

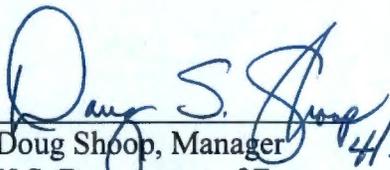
To the extent ODOE undertakes additional public involvement activities, such efforts must be agreed to in advance by ODOE and RL or ORP for funding to support the additional work under the terms and agreements of the existing Hanford Technical Assistance Grant.

VI. POINTS OF CONTACT

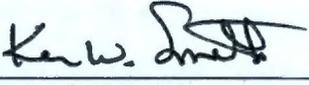
The RL point of contact for overseeing this cooperative effort is the Director of the Office of Communications. The ORP point of contact is the Director of the Office of Communication and Information Management. The Oregon point of contact is the ODOE Assistant Director for Nuclear Safety. In addition to the specific responsibilities laid out in this agreement, the contacts will be responsible for general facilitation of the cooperative efforts. Staff should address any questions or concerns regarding consultation and cooperation to the contacts. In addition, a DOE-Headquarters point of contact shall be identified by DOE to assist in addressing questions or concerns, and give Oregon the opportunity to provide input on issues of a national scope.

OTHER PROVISIONS

1. Not all information which affects Hanford or Oregon's interests is generated by RL or ORP. To the extent practicable, RL and ORP agree to provide ODOE information which it has on national nuclear waste issues and any other issues either related to Hanford or which affect Hanford or Oregon. ODOE will work with RL and ORP to identify specific items of interest and sources.
2. RL and ORP will continue the current policy of making special efforts to work with Oregon on transportation of radioactive materials, an area of special concern to Oregon. This includes emergency response training and support, agreement with Oregon on accident prevention measures such as timing of shipments, shipping routes, driver and shipper certification, and advance notification of shipments. DOE would also consult with Oregon on waste handling and disposal decisions and new missions at Hanford which might impact transportation of radioactive materials through Oregon.
3. Nothing in this Memorandum of Understanding affects, changes, or modifies in any way whatsoever the provisions of the Consent Decree between Defendants Secretary of Energy Chu and the U.S. Department of Energy and Intervenor State of Oregon in *State of Washington v. Dept. of Energy*, Case No. 2:08-cv-05085-FVS (E.D. Wa. October 25, 2010), as amended by Amended Consent Decree Between Department of Energy and State of Oregon, Case No. 2:08-CV-5085-RMP (March 11, 2016), as amended by Second Amended Consent Decree Between Department of Energy and State of Oregon, Case No. 2:08-CV-5085-RMP (April 12, 2016).


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