

MEMORANDUM OF UNDERSTANDING
BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE U.S. GENERAL SERVICES ADMINISTRATION
REGARDING THE TEMPORARY TRANSFER OF BUILDING 204
AT THE SANTA SUSANA FIELD LABORATORY

WHEREAS the Superfund Division of Region 9 of the U.S. Environmental Protection Agency (EPA) is conducting a radiological survey of Area IV and the Northern Boundary Area of the Santa Susana Field Laboratory (SSFL or Santa Susana) on an expedited basis; and

WHEREAS Region 9 of the U.S. General Services Administration (GSA) has conditionally accepted NASA's report of excess for the 452 acres of federal land at Santa Susana; and

WHEREAS GSA has temporarily transferred custody and accountability, pursuant to Title 40 of the United States Code and 41 CFR 102-75.240, of Building 204 and out buildings on the paved area in Area II as depicted in the attached Exhibit A (the Property) to EPA as a base for, and to facilitate, its radiological survey work at Santa Susana; and

WHEREAS the infrastructure at Santa Susana is owned by the Boeing Company, which owns the 2400 acres of SSFL that surrounds the 452 acres of Federal property where Building 204 is located;

THE PARTIES AGREE AS FOLLOWS:

GSA agrees to cooperate with EPA in furtherance of its mission to conduct the radiological survey and EPA agrees to cooperate with GSA in furtherance of its mission to process the Federal real property for disposition.

EPA is responsible for payment of all site specific Property costs as determined by EPA (in consultation with GSA). Costs may include but are not limited to costs for maintenance, utilities, security, and medical, fire protection and other emergency services. The following costs are not included in this paragraph's statement of EPA responsibilities: 1) costs related to EPA access to SSFL, access across other portions of SSFL to and from the Property, and access to Area IV and the SSFL Northern Boundary Area; and 2) costs related to EPA's activities to conduct the radiological survey at portions of SSFL. EPA shall be responsible for costs associated with interior renovations to accommodate its needs, and perimeter fencing as discussed in the following paragraph. EPA bears the risk of loss in the event that the structures on the Property are damaged by water leak, earthquake, fire, wind or other act of God.

In order to enhance security for the Property and to minimize the potential exposure of persons and Federal real property to radiological or other hazardous substance contamination, EPA (or EPA's prime contractor) agrees to install, at its sole cost and expense, a six foot chain link fence surrounding the Property with two gates – one for ingress and egress from the east and one from ingress and egress from the west (see Exhibit A) – both where existing roads exist, and to implement traffic flow restrictions as follows. The gate and paved road on the east side of the

property shall be limited to vehicles not used in survey work, e.g., vehicles used by EPA personnel, its contractors and guests as they come and go to the Property from offsite; and the gate and gravel road on the west side of the property shall be used for all vehicles conducting survey work as they go to and from the Property to Area IV, the northern buffer area or other areas of Santa Susana where EPA conducts radiological survey work. The gates shall be kept locked at night and on weekends and at anytime that there is no work being conducted at the Property.

This Memorandum of Understanding is effective on the date of the last signature below.

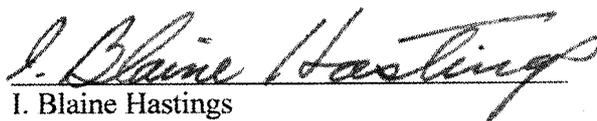


Keith Takata

Director, Superfund Division
U.S. EPA Region 9
75 Hawthorne Street
San Francisco, CA 94105

Date:

12/17/2009



I. Blaine Hastings

Manager Auburn Field Office
U.S. GSA Region 9
400 15th Street SW (9PZF)
Auburn, WA 98001

Date:

12/16/2009

Attachment

EXHIBIT-A



Legend
simi-quad3.sid
RGB
Red: Band_1
Green: Band_2
Blue: Band_3