

**MEMORANDUM OF UNDERSTANDING
BETWEEN
2-1-1 UNITED WAY OF AMARILLO AND CANYON
AND
THE UNITED STATES DEPARTMENT OF ENERGY**

This Memorandum of Understanding (hereinafter called "MOU") is between 2-1-1 Texas United Way of Amarillo and Canyon (hereinafter called "2-1-1 United Way") and the United States Department of Energy/National Nuclear Security Administration (hereinafter called "DOE/NNSA").

I. INTRODUCTION

- A. **BACKGROUND** - Both parties have a mutual interest in assuring the well-being of the citizens of the Texas Panhandle, in the event of a disaster or other emergency event, through the effective dissemination of emergency public information.
- B. **PURPOSE** - The purpose of this MOU is to coordinate a process for the exchange of relevant information during an emergency at, or impacting, the Pantex Plant. This process is established to provide accurate, candid, and timely emergency information to the public prior to, during, and after a declared Operational Emergency at the Pantex Plant.
- C. **AUTHORITY** - The authority for entering into this MOU is as follows:
 - 1. DOE/NNSA – The DOE/NNSA's authority for entering into this MOU is section 161 (f) of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2201 (f) and Section 464 (a) of the Department of Energy Organization Act (42 U.S.C. 7256 (a)).
 - 2. 2-1-1 United Way – The 2-1-1 United Way's authority for entering into this MOU is the Texas Health and Human Services Commission. The Community Impact Director is acting on behalf of United Way of Amarillo and Canyon by authority of its governing body and within the scope of its legal powers.

II. MANAGEMENT AND PROGRAM GUIDELINES

A. MANAGEMENT AND REVIEW

- 1. **Responsibilities** – Both parties will maintain the necessary communications capabilities, to include trained/certified specialists, available 24-hours-a-day, seven-days-a-week, to effect the dissemination of emergency public information.
- 2. **Waiver** - Each party waives all claims against the other party for compensation for any loss, damage, personal injury or death, occurring as a consequence in the performance of this agreement.
- 3. **Review and Implementation** – This MOU will be implemented on behalf of DOE/NNSA by the Manager, Pantex Site Office, and on behalf of 2-1-1 United Way by the Community Impact Director, 2-1-1 Texas United Way of Amarillo and Canyon. The MOU will be reviewed at intervals not to exceed five years.

B. GUIDELINES

1. Plans and Procedures – The DOE/NNSA Pantex Plant Managing and Operating (M&O) contractor has developed and implemented an Emergency Public Information Program Plan to provide a means for the Pantex Plant to coordinate the timely exchange of information with the DOE/NNSA and other organizations during an emergency. It includes dissemination of pertinent information for emergency planning and preparedness activities that are necessary when responding to an Operational Emergency at the plant. The Emergency Public Information Program Plan serves as the functional document for implementation of this MOU.

2-1-1 Texas United Way of Amarillo and Canyon serves as the Area Information Center for the top 26 counties of the Texas Panhandle. It maintains an accurate, organized system of community resources on a centralized database and provides free, comprehensive information and referral services (including emergency services) to the public through the 2-1-1 network. 2-1-1 United Way specialists will implement the provisions of this MOU in accordance with 2-1-1 United Way training/procedures.

2. Training and Drills – Both parties will support and participate in joint training, drills, and exercises to develop and maintain the capability for a coordinated response to an emergency situation at the Pantex Plant. In addition, 2-1-1 United Way will provide operator training to a mutually agreed upon number of Pantex Emergency Telephone Operators. These activities will be coordinated between the parties to minimize the impact on day-to-day operations.
3. Emergency Response – In the event of an Operational Emergency at the Pantex Plant, DOE/NNSA, through its M&O contractor, will notify 2-1-1 United Way of the event and provide available (unclassified) emergency information (initial and ongoing) via Pantex Plant Emergency Notification Forms, news releases, web site updates, or direct communications.

2-1-1 United Way specialists will provide Pantex-furnished emergency public information to 2-1-1 callers or refer callers to the Pantex web site for emergency-related information. 2-1-1 United Way will not provide Pantex Plant Emergency Notification Forms to any third party.

III. ADMINISTRATION

- A. PUBLIC INFORMATION - DOE/NNSA recognizes that 2-1-1 United Way is subject to the Texas Open Records Act (art. 6252-17a, V.A.T.S.) that will allow disclosure of this document and possibly other documents provided by DOE/NNSA, when such releases are not otherwise prohibited by the Freedom of Information Act or Federal national security laws or regulations.
- B. SECURITY - Nothing in this MOU authorizes access to, or disclosure of, classified information required to be protected by federal law or regulation in the interest of national security. Implementation of this MOU does not require routine access to the Pantex Plant by 2-1-1 United Way personnel.
- C. FUNDING – This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds.

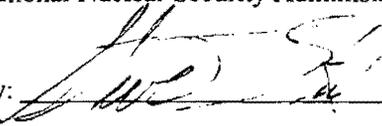
- D. AMENDMENT AND TERMINATION - This MOU may be amended by written agreement between DOE/NNSA and 2-1-1 United Way. This MOU may be terminated by the mutual written agreement of DOE/NNSA and 2-1-1 United Way or by either party upon a 90-day written notice to the other party.

- E. EFFECTIVE DATE - This MOU shall become effective upon the latter date of signature of the parties. It shall remain in effect for a five-year term from the effective date.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the respective dates indicated.

U.S. Department of Energy/
National Nuclear Security Administration

2-1-1 Texas
United Way of Amarillo and Canyon

By:  /S/

By: Frankie Francel /S/ 140

Name: Steven C. Erhart

Name: Frankie Francel

Title: Pantex Site Office Manager

Title: Executive Director of United Way

Date: 1/5/10

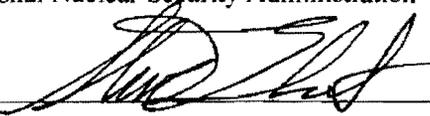
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Name: Steven. C. Erhart

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