

MEMORANDUM OF UNDERSTANDING
BETWEEN
ARMSTRONG COUNTY, TEXAS
AND
THE UNITED STATES DEPARTMENT OF ENERGY

This Memorandum of Understanding (hereinafter called "MOU") is between Armstrong County, Texas and the United States of America, acting through the United States Department of Energy/National Nuclear Security Administration (hereinafter called "DOE/NNSA" or "Pantex").

I. INTRODUCTION

- A. **BACKGROUND.** Both parties have a mutual interest and responsibility for emergency planning, preparedness and response to protect people, property and the environment and to facilitate a coordinated information flow to emergency responders through an Emergency Operations Center (EOC).
- B. **PURPOSE.** The purpose of this MOU is to recognize the need to identify a location and facility in Armstrong County that could be used as a Pantex Alternate Emergency Operations Center (PX AEOC), in the event the on-site Pantex EOC is unavailable or uninhabitable to Emergency Response Organization (ERO) staff during an emergency at the Pantex Plant.
- C. **AUTHORITY.**
1. **DOE.** 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 646 (a) of the DOE Organization Act (42 U.S.C. 7256 (a)).
 2. **Armstrong County.** The authorities for Armstrong County, Texas entering into this MOU are:
 - a. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7, Vernon's Texas Civil Statutes, as amended,
 - b. Executive Order of the Governor,
 - c. Federal Civil Defense Act of 1950, as amended, and
 - d. Disaster Relief Act of 1974, as amended. (Public Law 93-288, 93rd U.S. Congress).

II. MANAGEMENT AND PROGRAM GUIDELINES

- A. **MANAGEMENT AND REVIEW.**
1. **Responsibilities.**
 - a. Armstrong County and Pantex representatives shall agree on a facility that is suitable for use as a PX AEOC.

- b. It shall be the responsibility of Pantex to provide to Armstrong County, in advance, a written schedule of proposed drills and exercises at the PX AEOC.
- c. Pantex shall be responsible for notifying Armstrong County of an emergency that could prompt activation of the PX AEOC.
- d. Armstrong County shall be responsible for providing access to the PX AEOC (for Pantex ERO personnel) for a negotiated drill/exercise or immediately upon notification, for an actual emergency at the Pantex Plant.
- e. Armstrong County shall be responsible for providing initial security (during an actual emergency) at the PX AEOC or until Pantex or federal agency security is in place at the facility. Area security (i.e., prominent intersections and/or routes to the PX AEOC) shall remain the responsibility of Armstrong County.
- f. Both parties are in agreement that a reasonable and mutually acceptable amount shall be negotiated to address damages, utility charges, and/or the actual loss of income (during a county-sponsored event) as a result of activation and use of the PX AEOC for an actual emergency event. However, no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341. If required, an Interagency Agreement will be established for the transfer or obligation of funds. Nothing in this MOU shall be construed to circumvent, hinder, or prevent either of the parties in the furtherance of their statutory duties, rights, and obligations.

2. Review and Implementation. This MOU will be implemented on behalf of DOE/NNSA by the Manager, Pantex Site Office. Implementation on behalf of Armstrong County, Texas will be by the County Judge. The MOU will be reviewed at intervals not to exceed five years.

B. USE GUIDELINES.

1. Both parties are in agreement that a facility designated as the PX AEOC will only be used as prescribed in the scope of a Pantex emergency response.
2. Both parties are in agreement that no hazardous material will be introduced into the facility designated as the PX AEOC.
3. Any improvements or enhancements to the designated facility will be mutually agreed upon and will be the sole financial responsibility of Pantex.

III. ADMINISTRATION

- A. PUBLIC INFORMATION COORDINATION. This MOU contains information that may be exempt from public disclosure under the Texas Public Information Act, Texas Government Code, § 552, or the Freedom of Information Act (5

U.S.C. § 552). A public disclosure determination may be made by the Texas Attorney General, upon request, or by any state or federal court of competent jurisdiction. Prior to the release of this information under the Texas Public Information Act, the DOE/NNSA PXSO will be given at least 10 days advance notice of the intended release to facilitate the pursuit of injunctive relief in federal court, based on the foreseeable harm standard, if it is determined that institutional interests would be adversely implicated by disclosure of the information.

- B. SECURITY. Nothing in this MOU authorizes access to or disclosure of classified information required to be protected in accordance with federal law or regulation in the interest of national security.
- C. AMENDMENT AND TERMINATION. This MOU may be amended by written agreement between DOE/NNSA and Armstrong County. This MOU may be terminated by the mutual written agreement of DOE/NNSA and Armstrong County or by either party upon a 90-day written notice to the other party.
- D. 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.

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY
ADMINISTRATION

ARMSTRONG COUNTY, TEXAS

By: 

By: Hugh Reed /S/

Daniel E. Glenn (Typed)

Hugh Reed (Typed)

TITLE: Manager, USDOE/NNSA/PXSO

TITLE: Armstrong County Judge

DATE: 05 June 2006

DATE: 19 June 06

CERTIFICATION

I, Joe Reck, certify that I am the (Title) County Clerk for Armstrong County, Texas; that Hugh Reed who signed this Memorandum of Understanding on behalf of Armstrong County, Texas, was then the County Judge of Armstrong County, Texas; that this Memorandum of Understanding was duly signed for and on behalf of Armstrong County, Texas by authority of its governing body and is within the scope of its legal powers. In witness whereof, I have hereunto affixed my hand and the seal of Armstrong County, Texas.



(SEAL)