

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

This Memorandum of Understanding (hereinafter called "MOU") is between Carson County, Texas and the United States of America, acting through the Pantex Site Office, United States Department of Energy (hereinafter called "DOE" 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 minimize the consequences of emergencies.
- B. **PURPOSE** The purpose of this MOU is to recognize the need for cooperation on emergency matters of mutual plans and procedures for coordinated response to such emergency situations.
- C. **AUTHORITY**
1. **DOE**. The DOE's authority for entering into this MOU includes:
 - a. Section 161.(f) of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2201(f))
 - b. Section 646(a) of the Department of Energy Organization Act (42 U.S.C. 7256(a)).
 2. **Carson County**. The authorities for Carson County, Texas entering into this MOU are:
 - a. Carson County Court Order, April 4, 1961,
 - b. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7, Vernon's Texas Civil Statutes, as amended,
 - c. Executive Order of the Governor,
 - d. Federal Civil Defense Act of 1950, as amended, (Public Law 920, 81st U.S. Congress),
 - e. 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. Each of the parties will maintain an Emergency Operations Center (EOC) equipped to support a cadre of management and supporting personnel to carry out assigned emergency responsibilities.
- b. Pantex may furnish, install and maintain the necessary equipment at the Carson County, Texas EOC to provide develop and maintain in high state of readiness for coordinated responses to emergency situations that are of mutual concern. All such equipment will remain the property of DOE.
- c. The DOE will make available, within mission constraints, certain emergency response equipment to Carson County, Texas. All such equipment shall remain the property of the DOE.
- d. In the event of an emergency at Pantex, Carson County, Texas agrees to provide emergency response equipment to the DOE, when possible. All such equipment shall remain the property of Carson County.
- e. 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.

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

B. GUIDELINES

1. Plans and Procedures. The parties will coordinate with each other on their respective emergency preparedness plans. Such plans will specify the emergency planning and coordination interfaces between Carson County and Pantex, and will include, but not be limited to, the assigned emergency responsibilities within each organization, together with a

description of its emergency response resources and communications capabilities.

2. Exercise, Drills and Training. The parties will support and participate in joint exercises, drills, and training sessions to: (1) develop and maintain a high state of readiness for coordinated responses to emergency situations that are of mutual concern, and (2) exercise and test joint emergency plans and procedures.
3. Emergency Response
 - a. In the event of an emergency incident involving the activation of the Pantex EOC, the DOE will dispatch emergency response liaison and communication personnel to the Carson County, Texas EOC.
 - b. In the event of an emergency incident in Carson County, Texas involving possible radiological hazards, the DOE may, upon request, dispatch emergency response liaison and communication personnel to the Carson County, Texas EOC and may, upon request, respond with available personnel and equipment to provide radiological assistance.
 - c. In the event of any emergency incident in the County, the DOE may upon request, provide technical assistance to the County, and may upon request, respond with available personnel and equipment as appropriate.

- C. PROGRAM FUNDING. The details of the levels of support to be furnished one organization by the other will be subject to the availability of funds. This MOU shall not be used to obligate or commit funds, or as the basis for the transfer of funds.

III. ADMINISTRATION

- A. PUBLIC INFORMATION COORDINATION. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs referenced in this MOU shall be made by DOE following consultation with Carson County's representatives.
- 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. Carson County, Texas agrees to comply with, and to assure that all of its personnel participating in any exercise hereunder at Pantex comply with, all applicable security regulations and requirements of the DOE pertaining to their conduct while on Pantex property.

- C. AMENDMENT AND TERMINATION. This MOU may be amended by written agreement between DOE and Carson County, Texas. This MOU may be terminated by the mutual written agreement of DOE and Carson County, Texas or by either party upon 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 5-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

CARSON COUNTY, TEXAS

BY:  /S/

Steven E. Erhart (Typed)

C.

BY: 

L. W. Powers (Typed)

TITLE: Pantex Site Office Manager

TITLE: Carson County Judge

DATE: 5/7/08

DATE: 3-24-2008

CERTIFICATION

I, Celeste Bichsel, certify that I am the (Title) Carson County Clerk of Carson County, Texas; that Judge Powers who signed this Memorandum of Understanding on behalf of Carson County, Texas, was then the (Official Title) County Judge of Carson County, Texas; that this Memorandum of Understanding was duly signed for and on behalf of Carson 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 Carson County, Texas.

Celeste Bichsel

by Jeronica Willburn

(SEAL)