

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF AMARILLO, TEXAS
AND
THE UNITED STATES DEPARTMENT OF ENERGY

This Memorandum of Understanding (hereinafter called "MOU") is between the city of Amarillo, Texas (hereinafter called "city") 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 in providing the public the opportunity and ability to review documents about environmental restoration activities and other site activities.
- B. **PURPOSE.** The purpose of this MOU is to designate the Amarillo Public Library as the Information Repository for public information relating to these activities.
- C. **AUTHORITY.**
 - 1. DOE. The DOE'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)), section 646 (a) of the Department of Energy organization act (42 U.S.C. § 7256 (a)), and Section (a)(2) of the Freedom of Information Act (5 U.S.C. § 552(a)(2)).
 - 2. City. The authority for the City's entering in to this MOU is ARTICLE XI, SECTION 5, Texas Constitution.

II. MANAGEMENT AND PROGRAM GUIDELINES

- A. **MANAGEMENT AND REVIEW**
 - 1. Responsibilities.
 - a. Pantex will furnish, and maintain a collection of documents approved for public release concerning environmental restoration activities and other site activities.
 - b. Pantex will maintain the copy of record for these documents.

- c. The Amarillo Public Library will provide space for these documents as the Information Repository, and catalog the more permanent documents for this collection.
 - d. The Amarillo Public Library will make the documents available to the public during normal business hours. The cost of any copies will be covered by the person requesting the copies.
 - 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 DOE by the Pantex Site Office Manager, Pantex Site Office. Implementation on behalf of the City will be by the City Manager or designee. The MOU will be reviewed at intervals not to exceed five years.

B. GUIDELINES

1. Plans and Procedures. Both parties will coordinate with each other on space requirements and final location of the Information Repository.

III. ADMINISTRATION

- A. PUBLIC INFORMATION COORDINATION. DOE is solely responsible for selecting materials that it provides to the city. In accordance with Section I of this agreement, DOE recognizes that placing material with city is for the purpose of public access to such material. Because DOE is in the best position to determine what information should or should not be released to the public, DOE shall assure compliance with the Freedom of Information Act (5 U.S.C. § 552) and other applicable laws and regulations. Decisions on disclosure of information to the public regarding projects and programs referenced in this MOU shall be made by DOE prior to delivering materials to city's public library.
- B. SECURITY. Nothing in this MOU authorizes or requires DOE to disclose classified information required to be protected in accordance with Federal law or regulation in the interest of national security. Therefore, DOE agrees that it will not send to the city library any classified, secret, or other security sensitive

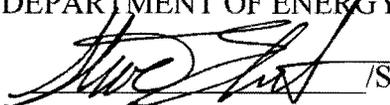
information. If DOE inadvertently does so, then upon notice from DOE, City will cooperate by promptly removing the material from the library and returning it to DOE.

- C. AMENDMENT AND TERMINATION. This MOU may be amended by written agreement between DOE and the City. This MOU may be terminated by 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.

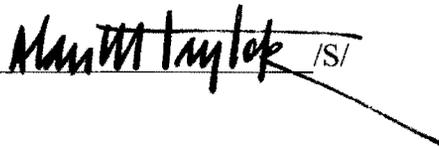
UNITED STATES OF AMERICA

U.S. DEPARTMENT OF ENERGY

BY:  /S/

Steven C. Erhart (Typed)

CITY OF AMARILLO, TEXAS

BY:  /S/

Alan M. Taylor(Typed)

TITLE: Site Office Manager

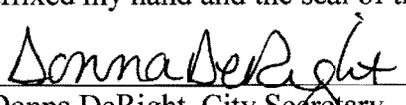
TITLE: City Manager

DATE: 8/4/09

DATE: 7/8/09

CERTIFICATION

I, Donna DeRight, certify that I am the City Secretary of the City of Amarillo, Texas; that Alan M. Taylor who signed this Memorandum of Understanding on behalf of the City of Amarillo, Texas, is then the City Manager of the City of Amarillo, Texas; that this Memorandum of Understanding was duly signed for and on behalf of the City of Amarillo, 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 the City of Amarillo, Texas.


Donna DeRight, City Secretary

(SEAL)