

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 United States Department of Energy, Pantex Site Office (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 concern and to facilitate the development of joint plans and procedures for coordinated responses to such emergency situations.
- 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)), and Section 646(a) of the Department of Energy Organization Act (42 U.S.C.A. 7256(a)).
 2. City. The City's authority for the City's entering into this MOU is ARTICLE II, SECTION 5, Texas Constitution.

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 support personnel to carry out assigned emergency responsibilities.

- b. Pantex may furnish, install, and maintain the necessary equipment at the City EOC to provide an emergency communications linked with the Pantex EOC. All such equipment will remain the property of DOE.
 - c. The DOE may make available, within mission constraints, certain emergency response equipment to the City. All such equipment shall remain the property of the DOE, but shall be in the care, custody and control of the City. The City shall maintain this equipment according to industry standards. DOE does not guarantee or warranty the condition of such equipment and the City will provide any necessary training to personnel utilizing this equipment.
 - d. In the event of an emergency at Pantex, the City agrees to provide emergency response equipment to the DOE, when possible. All such equipment shall remain the property of the City.
 - 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 Manager, Pantex Site Office. Implementation on behalf of the City will be by the City Manager. 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 plans and procedures. Such plans and procedures will specify the emergency planning and coordination interfaces between the City 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. Exercises, Drills, and Training. The parties will support and participate in joint exercises, drills, and training sessions to: (1) develop and maintain in 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 may dispatch emergency response liaison personnel to the City EOC or to an area command center consistent with National Incident Management System (NIMS) organizational structure.
 - b. In the event of an emergency incident in the City involving possible radiological hazards, the DOE may, upon request, dispatch emergency response liaison personnel to the City EOC and may, upon request, respond with available personnel and equipment to provide radiological assistance.
 - c. In the event of an emergency incident in the City, the DOE may, upon request, provide technical assistance to the City, 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 the City's representatives, recognizing that the City is subject to the Texas Open Records Act (art. 6252-17a, V.A.T.S.) which will allow disclosure of this document and possibly other documents, which releases are not otherwise prohibited by the Freedom of Information Act or Federal national security laws or regulations. All releases of documents by the City will be coordinated with DOE and pursuant to the limitations of this clause.

- 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. The City 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 the City. This MOU may be terminated by the mutual 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

CITY OF AMARILLO, TEXAS

BY: [Signature] /S/

BY: [Signature] /S/

Steven E. Erhart (Typed)

Alan Taylor (Typed)

TITLE: Pantex Site Office Manager

TITLE: City Manager

DATE: 5/7/08

DATE: 3/25/08

CERTIFICATION

I, Donna DeRight, certify that I am the (Title) City Secretary of the City of Amarillo, Texas; that Alan Taylor who signed this Memorandum of Understanding on behalf of the City of Amarillo, Texas, was then the (Official Title) 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.

[Signature]
City Secretary

(SEAL)