

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

This Memorandum of Understanding (hereinafter called "MOU") is between the City of Panhandle, Texas (hereinafter called "City") and 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 fire fighting activities to protect people, property and the environment.
- B. **PURPOSE** - The purpose of this MOU is to recognize the need for cooperation on certain fire fighting responsibilities of mutual concern and to provide for the mutual assistance of parties in accordance with the Standard Operating Procedure (SOP) contained in Appendix A of this document.
- C. **AUTHORITY** - The DOE/NNSA authority for entering into this MOU includes 42 U.S.C., Sections 1856, 2201 (f), and 7256 (a).

II. MANAGEMENT AND PROGRAM GUIDELINES

A. MANAGEMENT AND REVIEW

1. **Responsibilities**

- a. Responsibilities of both parties for providing mutual assistance in fire fighting are contained in the SOP, Appendix A.
- b. Each party waives any claims against the other party for compensation or reimbursement of costs incurred as a result of performance of duties in accordance with this document, including any loss, damage, personal injury or death.

- 2. **Review and Implementation** - This MOU will be implemented on behalf of DOE by the DOE/NNSA Pantex Site Office Manager. 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. **Procedures** - Both parties will coordinate with each other on developing and/or modifying the SOP, Appendix A, for mutual assistance in fire fighting.
- 2. **Training** - Both parties will support and participate in joint training to develop and maintain the capability for coordinated fire fighting responses as specified in Appendix A.

- 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 - Consistent with the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding any fire fighting activities under this MOU will be made following consultation between DOE and the City.
- 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 of Panhandle agrees to be bound by the following security measures when providing fire fighting support to the Pantex Plant:
1. Control - Fire fighting support will be under the control and direction of the Senior Pantex Fire Official through the senior Panhandle Fire Department on-scene officer.
 2. Escort - All City of Panhandle personnel will be under visual and physical escort by the Security Forces Department. These security escorts will not impede the ingress or utilization of apparatus or personnel but will serve as an administrative control to insure that outside agencies and associated personnel do not access security areas or buildings except as directed by the Senior Pantex Plant Fire Official.
 3. Prohibited and Controlled Articles - The City of Panhandle personnel entering onto the USDOE Pantex Plant shall be prohibited from carrying articles which may jeopardize the safety or security of the plant or the work force and are prohibited from carrying portable electronic devices or any device that has the capability of storing/transmitting/generating data, known as Security-area controlled articles. The City of Panhandle shall endeavor to insure that their personnel shall not intentionally, knowingly or recklessly carry on or about his or her person, or have in his or her possession or control, any of the following items:

Prohibited articles which are defined as:

Explosives and explosive devices
 Firearms and ammunition
 Knives with blades exceeding 5 ½ inches
 Club, blackjack, nightstick
 Crossbow, compound bow, and arrows
 Any item that could cause injury or damage to personnel (i.e., zip gun, stun gun, sword, knuckles)
 Chemical dispensing device
 Any type intoxicant (i.e., alcohol, illegal drug, controlled substance)
 Other articles as determined by Security

Security-area controlled articles which are defined as:

Cameras
 Pocket computers
 Personal Computers/Laptops
 Thumb drives, jump drives, flash media
 MP3 players
 Personal gaming machines (Nintendo DS, PSP's, etc)
 Watches with data port

- Calculators
- Recording devices (optical, video, audio or data)
- XM or Sirius radio receivers with recording capabilities
- Personal Software
- On Star and (GPS) Global Positioning Systems
- Cellular Wireless Cards
- Any item with a data port
- Bluetooth and RF Transmitting Devices
- Any other articles determined by Cyber Security
- Cellular Telephones
- Copying devices and reproduction device
- Matches or lighters, except in Building 12-36.
- Personal sporting equipment (i.e., softball bats, golf clubs, rackets, etc.)
- Substances that are in proper containers (i.e., fertilizer, fuels, etc)
- Tools (i.e., gardening and mechanical)

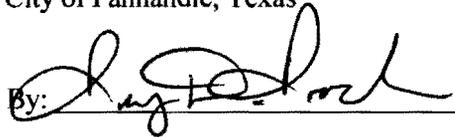
- C. AMENDMENT AND TERMINATION - This MOU may be amended by written agreement between DOE and the City. This MOU may be terminated by the mutual written agreement of DOE and the City or by either party upon a 90 – day written notice to the other party.
- D. EFFECTIVE DATE - This MOU shall become effective 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.

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

City of Panhandle, Texas

By:  /S/

By:  /S/

Title: Pantex Site Office Manager

Title: City Manager

Date: 25 MAR 2009

Date: 3-18-09