

## **Appendix A**

### **PXSO SUPPORT**

#### **TASK ONE. GENERAL**

1. PXSO shall use its best efforts within its purview to accelerate the completion of required full-field background investigations for granting security clearances to designated State and local government employees.
2. Work jointly with the State to develop and implement procedures for the dissemination of information to the public.
3. The PXSO agrees, in good faith, to use its best efforts to obtain timely funding to meet the financial commitments under the Grant.
4. Should issues arise at the Pantex Plant that could affect public health, safety, or the environment arise, the PXSO and the State through the Official Points-of-Contact (POC) will commence discussions to resolve such issues or to recommend amendments to the Grant, as appropriate.
5. The PXSO agrees to establish and furnish an office at the Pantex Plant including necessary telecommunications for the exclusive use of the State for the purpose of enhancing coordination between the PXSO and the State.
6. Provide Q-cleared State personnel with need-to-know information and escorted access to Pantex Plant facilities on an "as needed" basis, as agreed upon by both parties.

#### **TASK TWO. ENVIRONMENTAL SUPPORT**

1. Provide the current Pantex Environmental Monitoring Plan or equivalent document to the State for information, and provide updates, as appropriate.
2. Provide Pantex environmental data to the State as required to support participation in technical and Pantex-related meetings.
3. Provide Pantex Environmental Restoration documents as required to the State for expedited review.

**TASK THREE. EMERGENCY MANAGEMENT**

1. Prior to completion of the updating process for emergency plans (i.e., Pantex Plant Emergency Preparedness Plans (EPP) and Emergency Planning Hazard Assessment documents) solicit comments from State and local governments.
2. Maintain current copies of all State and local plans related to a radiological and/or hazardous material incident.
3. In coordination with State and local governments, design, schedule, conduct and evaluate periodic joint emergency exercises and drills in accordance with DOE Order 151.1, Comprehensive Emergency Management System. Maintain a three-year joint exercise and drill schedule and update it annually. Participate in joint exercises and drills to the extent possible. Prior to completion of the final joint exercise/drill report, solicit comments from state and local governments.
4. Maintain the offsite notification procedures to ensure that accurate, timely information, necessary to protect public health and safety, is received by the necessary off-site agencies. Make every reasonable effort to ensure the timeliness of required notifications to all off-site agencies within the specified time limits in DOE Order 151.1.
5. Conduct monthly notification exercises, warning systems tests, and communications drills. In coordination with local and State officials, evaluate the timeliness, accuracy, and effectiveness of those activities.
6. The Plant's ERO Health and Safety Team shall develop, and test on a quarterly basis, the communication connectivity with the lead State offsite radiological agency to assure timely and accurate transmittal of information necessary to protect public health and safety.
7. Meet monthly with State and local governments to review and resolve emergency management issues and coordinate emergency management activities.
8. In the event of a radiological incident at the Pantex Plant having off-site consequences, provide monitoring and assessment assistance, within resource availability, pursuant to DOE and NNSA directives.
9. Based upon the availability of federal funds, PXSO agrees to evaluate the State's recommendations and priorities for requirements not forecasted by the State.
10. Provide the State with Pantex Plant-generated quarterly meeting report and presentational material to include in the State's Quarterly Report.
11. Establish a cyber link from the Pantex Websites to the State's AIP website.

STATE OF TEXAS

County of Travis

Received in EMD  
on 12/21/00  
RZBuder

**AGREEMENT IN PRINCIPLE**

**Between the United States Department of Energy**

**And the State of Texas**

This AGREEMENT IN PRINCIPLE (hereinafter called "Agreement" or "AIP"), effective upon the date of signature, is by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter called "DOE"), and the STATE OF TEXAS (hereinafter called the "State"), acting through the State Energy Conservation Office (hereinafter called "SECO").

The DOE entered into Grant Instrument No. DE-FG04-90AL65780 ("Grant"), for the purpose of implementing this Agreement; and

The DOE desires to provide technical and financial support to the State agencies responsible for data validation, monitoring, and emergency preparedness planning at the DOE Pantex facility near Amarillo, Texas, as set forth in this Agreement and the Grant; and

This Agreement and the Grant reflect the understanding and commitments between the parties regarding the DOE's provision to the State of additional technical and financial support for State activities in monitoring, access, and emergency preparedness planning, and to advise and assist in assuring that the DOE's activities at the Pantex facility do not adversely impact the public health, safety, and the environment; and

This Agreement is designed to ensure protection of public health, safety, and the environment through existing programs and through a program of emergency preparedness planning and independent environmental monitoring and oversight by Texas officials; and

The Agreement between the parties is described in Article III of this Grant, "Specific Project Objectives"; and

In order to achieve the objectives of the Agreement, the parties have agreed that:

Zone) and State emergency agencies. In accordance with the Texas Disaster Act of 1975, and consistent with the Executive Order of the Governor Relating to Emergency Management, local governments, the Governor's Office, and cognizant State agencies have specific responsibilities for emergency planning and response. Joint emergency planning under this Agreement and the Grant should be consistent with the Texas Disaster Act and the Executive Order of the Governor and should meet the State of Texas Division Emergency Management (DEM) and Federal Emergency Management Agency (FEMA) planning standards and criteria. It is also the objective of these State Action Items to pursue programs under this Agreement that are effective, comprehensive, coordinated, and that achieve a greater level of public confidence in DOE activities at the DOE Pantex facility.

5. As requested by the State, the DOE will clarify and provide written explanation to the State of the "need-to-know" security information requirements specified in DOE and other federal security requirements governing classified and sensitive unclassified information (e.g., 10 CFR Parts 1016 and 1017, Executive Order 12356, and DOE Order 5635.1A) that apply to access to certain types of information or areas at the Pantex Plant. In carrying out the provisions of this Agreement, parties will comply with applicable security laws and regulations, Privacy Act, and Freedom of Information Act (FOIA) requirements, and trade secret, patent, and related confidentiality requirements. Information designated by the DOE as "classified" in accordance with applicable laws, regulations, or executive orders or which otherwise is entitled to confidentiality under applicable laws, regulations, or orders shall not be released by the State unless authorized by the DOE pursuant to applicable laws, regulations, or executive orders. Documents provided by either party under this Agreement shall be, unless otherwise agreed by the parties and consistent with applicable laws and regulations, agency documents representing the parties' considered position on the issues addressed therein. Where the DOE has determined, pursuant to applicable laws and regulations, that information or documents are entitled to confidentiality, the State will be provided access to view only, but not copies of, such information or documents until it provides the DOE with written assurance that the State will maintain the confidentiality of such information or documents, at which time copies will be provided to the State. Nothing in the Agreement shall affect the rights either party may have under the FOIA or other applicable laws and regulations.
6. The State understands that the use of funds authorized by this Agreement is for services, personnel, and equipment that are directly related to AIP program activities. The State shall not use AIP program funds to support activities not related to the AIP program. Effective October 1, 2000, to the extent that personnel, equipment, or services are used for both AIP and non-AIP activities, the State shall allocate its costs and charge to the AIP Grant only that portion of the cost of the personnel, equipment, or services that is used to support AIP program activities. If DOE AIP funds are used to support emergency management services or equipment that will also be used to support other State and local community programs not solely related to DOE AIP activities, or programs supported by other entities, the State shall allocate its costs and charge to the AIP Grant only that portion of the cost of their services, equipment, or equipment maintenance used to support AIP program activities. Neither this Agreement, nor the Grant, circumvents or diminishes the authority of the State to fully carry out its statutory and regulatory responsibilities under state and federal law or the right of the DOE to raise any defenses available under law in the case of any enforcement action brought by the State or others, whether in an administrative or a judicial proceeding.

- 12. The State shall submit an original and two copies of a written quarterly report that summarizes the results of its accomplishments relative to the objectives established for the program quarter. Quarterly performance reports shall be submitted within thirty (30) days after the end of the quarter. Performance reports shall contain brief information on the following:
  - a. A project narrative in sufficient detail to describe the program objectives addressed in the scope of work for that period.
  - b. A description of the accomplishments, significant changes from the intentions, and significant issues for each program objective established for the quarter.
  - c. A description of program area total expenditures for each major program activity and a comparison of actual expenditures to budgeted expenditures for the quarter. Discuss in detail significant variances.
  - d. A projection of key events, milestones, and open items from the existing quarter that will be completed during the next quarter.
  
- 13. The parties designated following official points of contact who are authorized to receive all official notification hereunder.

For the State:

For the DOE:

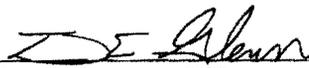
State Energy Conservation Office  
 LBJ State Office Building  
 111 E 17<sup>th</sup> Street, Room 1114  
 Austin, TX 78774

United States Department of Energy  
 Amarillo Area Office  
 P.O. Box 30030  
 Amarillo, TX 79120

This Agreement is voluntarily entered into between the United States Department of Energy, under the authority of 42 U.S.C 7101 et.seq., and the State of Texas under the authority of Texas Governor's Office. This Agreement supersedes the Agreement in Principle executed on March 1, 1996.

FOR THE STATE OF TEXAS:

FOR THE DEPARTMENT OF ENERGY:

Director, State Energy Conservation Office

Amarillo Area Office

*Deputy Comptroller*

Date: 11/16/00

Date: 10/30/00



George W. Bush, Governor  
 Executed for the State of Texas in accordance with  
 Article IV, Section 10, of the Texas Constitution.

Date: 11-21-00

This amendment approves the Fiscal Year (FY) 2001 budget in the amount of \$1,285,000 and the five-year rewrite budget submitted by the State of Texas (State) on June 30, 2000, for the Agreement In Principle (AIP) Grant. The five-year rewrite is hereby made a part of this Grant and is attached as Appendix B. The following Articles are hereby revised:

This amendment is a rewrite and five-year renewal to Grant No. DE-FG04-90AL65780. The purpose of this Grant is to provide additional technical and financial support for the State to advise and assist in assuring that the Department of Energy's (DOE) activities at the Pantex facility (Plant) do not adversely impact the public health and safety and the environment, by promoting cooperative efforts between the DOE, the State, and local governments. This Grant is not intended to supplant usual state regulatory activities or usual DOE environmental, health, and safety programs. Specific purposes include:

- a. Assisting the State in conducting environmental monitoring and independent oversight at and around the Plant, including independent validation of environmental compliance data,
- b. Assisting the DOE, the State, and local governments in implementing an effective and coordinated emergency management program,
- c. Expediting State technical review of Environmental Restoration documents.

#### ARTICLE I - TERMS, CONDITIONS, AND APPLICABLE RULES

This Grant will be governed by the following:

1. 10 CFR Part 600, "DOE Financial Assistance Rules," applicable to this Grant are:

Subpart A	General
Subpart C	Audits of State and Local Governments
Subpart E	Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. Payment shall be made in accordance with 31 CFR Part 205.
3. DOE Orders applicable to the Grant include the following:  
  
1332.2 "Uniform Reporting System for Federal Assistance" (Grants and Cooperative Agreements)  
  
1800.1A "Privacy Act" 8/31/84.
4. 10 CFR Part 601, "New Restrictions on Lobbying, and Office of Management and Budget (OMB) Common Rule," published at 55 FR 6737, February 26, 1990.

Subchapter H, Part 600. Any funds provided under this Grant are intended to be used to assist the state and local governments in the development and implementation of an effective and coordinated emergency preparedness program, and to allow the State to advise and assist in assuring that the DOE activities at the Pantex facility do not adversely impact the public health and safety and the environment. Any funds provided hereunder are federal funds to be transferred to, and administered exclusively by, the State through the State Energy Conservation Office (SECO) in accordance with the terms of this Grant.

5. This Grant and attachments hereto in no way circumvent or diminish the authority of the State to fully carry out its statutory and regulatory responsibilities under state and federal law, or the right of the DOE to raise any defenses available under law in the case of any enforcement action brought by the State or others, whether in an administrative or a judicial proceeding.
6. The DOE will take all necessary steps and use its best efforts to obtain timely funding to meet the DOE's commitments under this Grant. However, no provision herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, and the DOE's performance of the commitments under this Grant is subject to the availability of funds appropriated by Congress for such purposes.
7. Should issues related to conditions at the Plant that could affect public health, safety, or the environment arise, the DOE and the State through the Official Points-of-Contact (POC) will commence discussions to resolve such issues or to recommend modifications to this Grant, as appropriate.
8. The DOE will use its best efforts to accelerate the completion of required full-field background investigations for granting security clearances to designated State and local government employees. Such clearances are required to allow access to the site to conduct environmental monitoring and emergency preparedness. The DOE will establish and furnish an office at the Plant including necessary telecommunications for the exclusive use of the State.
9. As requested by the State, the DOE will clarify and provide written explanation to the State of the "need-to-know" security information requirements specified in DOE and other federal security requirements governing classified and sensitive unclassified information (e.g., 10 C.F.R. Parts 1016 and 1017, Executive Order 12356, and DOE Order 5635.1A) that apply to access to certain types of information or areas at the Pantex Plant.
10. The DOE will ensure that the State has access to all monitoring data relating to the Pantex Plant generated by or available to the DOE. In carrying out the provisions of this Agreement, the parties will comply with applicable security laws and regulations, Privacy Act, and Freedom of Information Act (FOIA) requirements, and trade secret, patent, and related confidentiality requirements. Information designated by the DOE as "classified" in accordance with applicable laws, regulations, or executive orders or which otherwise is entitled to confidentiality under applicable laws, regulations, or orders shall not be released by the State unless authorized by the DOE pursuant to applicable laws, regulations, or executive orders. Documents provided by either party under this Agreement shall be, unless otherwise agreed by the parties and consistent with applicable laws and regulations, agency documents representing the parties' considered position on the issues addressed therein. Where the DOE has determined, pursuant to applicable laws and regulations, that information or documents are entitled to confidentiality, the State will

Each specific work objective is discussed more thoroughly in the sections below, detailing Tasks One through Three of this Agreement.

#### TASK ONE: CHEMICAL AND RADIOLOGICAL ASSESSMENT

The cognizant State agencies, acting through the SECO, will:

1. Provide qualified personnel for Q-clearances to conduct independent verification of chemical and radiological inventory
2. Validate and review industrial contaminants and inventories

#### TASK TWO: ENVIRONMENTAL MONITORING

The cognizant State agencies, acting through the SECO, will:

1. Review the environmental monitoring data.
2. Review the current groundwater monitoring system plans, including the sampling of any public drinking water supplies for review and updates, as appropriate.
3. Review current radioactivity surveillance system plans and updates, as appropriate.
4. Review current air monitoring system plans and updates, as appropriate.
5. Review reports and/or plans on the biomonitoring of surface water discharges, if required.
6. Review quarterly compilations of environmental data and conduct independent verification of compliance data.
7. Sample any public drinking water systems in the vicinity of the Plant. For any systems that are determined to be potentially affected by Plant operations, the State, in cooperation with local governments, will develop a program for increased frequency of system sampling and analysis. Analyses will include chemicals and radionuclides.
8. Collect and analyze soil, water, vegetation, crops, and other appropriate environmental media from the Plant environs for selected radionuclides and/or chemicals. Samples will be analyzed on a priority basis and results provided in an annual report to the DOE. Any samples that exceed regulatory limits will be reported to the DOE within 24 hours of analysis.
9. Monitor the site boundary with dosimeters to determine ambient gamma radiation levels.

officials.

3. Review and comment, as appropriate, on Pantex emergency plans and procedures related to radiological or hazardous materials incidents; maintain current copies of such plans and procedures.
4. In coordination with Pantex officials, design, schedule, conduct, and evaluate periodic joint emergency exercises and drills. Participate in such exercises and drills to the extent possible.
5. Meet periodically with DOE and Pantex Plant emergency management staff to review and resolve emergency management issues and coordinate emergency management activities.
6. Review current information to assess the effect of the maximum credible accident.
7. Participate in periodic notification exercises and communications drills.
8. In the event of an incident at Pantex potentially affecting the offsite population, assist the local authorities to the extent and in the manner identified in respective state and local emergency management plans.
9. In conjunction with DOE, coordinate radiological training for potentially affected state and local response organizations.
10. Assist local government in updating plans and procedures, and provide multi-jurisdictional integration of such plans and procedures related to Pantex operational emergencies.
11. Review and provide comments regarding local emergency plans developed to prepare for a radiological and/or hazardous material incident at the Pantex Plant.
12. Assist local governments in developing public information materials and programs.
13. Provide guidance relating to radiological aspects of public information materials and programs. Review and comment as requested.
14. Develop procedures and maintain the Reception Center located at the Tri-State Fair Grounds.

#### ARTICLE IV - FINANCIAL SUPPORT

1. Estimated Cost and Cost Sharing: The total estimated cost for the performance of work under this Grant during the period October 1, 2000, through September 30, 2005, is \$6.8M. The DOE shall contribute 100 percent of the allowable cost for the performance of work during this Grant term.

The parties designate the following Official POCs who are authorized to receive all official notification hereunder.

For the State:

State Energy Conservation Office  
LBJ State Office Building  
111 E. 17<sup>th</sup> Street, Room 1114  
Austin, TX 78774

Attn: Director of Pantex Program

For the DOE:

U. S. Department of Energy  
Amarillo Area Office  
P. O. Box 30030  
Amarillo, TX 79120

Attn: AIP Project Officer (For Technical Matters)  
Attn: Contracting Officer (For Business Matters)

Each party shall, by separate correspondence, designate technical representatives who shall serve as coordinators for listed activities undertaken at the Plant and as the point of transfer for technical documents, reports, and other information to be furnished hereunder. Such technical representatives may be changed by the parties upon written notification from the Official POC designating the person to so serve.

ARTICLE VII - ACCESS TO DATA - APPROPRIATE TREATMENT OF INFORMATION

The parties acknowledge that proprietary information subject to the Privacy Act and the Texas Open Records Act may be disclosed hereunder.

Each party shall take care to identify proprietary or personal information before it is released, and the party receiving such information shall observe all nondisclosure limitations requested by the releasing party, consistent with state and federal law, so as to ensure that it is appropriately safeguarded.

Except as may be required by State law, in the event the State shall determine that information is covered by the Privacy Act (including, but not limited to, individual dose information and medical information), it shall not release such information and shall refer all requests for such information to the DOE for determination.

ARTICLE VIII - NATIONAL SECURITY

It is not expected that activities under this Grant will generate or otherwise involve classified information (that is, Restricted Data, Formerly Restricted Data, National Security Information). However, if in the opinion of the State or the DOE such involvement becomes expected prior to the closeout of the award, the State or the DOE shall notify the other in writing immediately. If the State believes any information developed or acquired may be classified, the State shall not provide the potentially classified information to anyone, including the DOE officials with whom the State normally communicates, except the Director of Classification, DP-32, Washington, D.C. 20545. If the information is determined to be classified, the DOE shall terminate the Grant by mutual agreement. If the Grant is to be terminated, all material deemed by DOE to be classified shall be forwarded to the DOE, in a manner specified by the DOE, for proper disposition. If the State and the DOE wish to continue the Grant, even