

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

This Memorandum of Understanding (hereinafter called "MOU") is between Potter County, Texas, (hereinafter called "County") and the United States Department of Energy, (hereinafter called "DOE" 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 Procedures (SOP) contained in Appendix A of this document.
- C. **AUTHORITY**
1. The authority for entering into this MOU is 42 U.S.C.A. 1856.
  2. The authority for Mutual Aid Agreement is Texas Local Government Code, Section 352.001.

**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. **Implementation and Review**
  - a. This MOU will be implemented on behalf of the DOE by the Pantex Site Office Manager. Implementation on behalf of Potter County, Texas, will be by the County Judge.
  - b. 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 training to develop and maintain the capability for coordinated fire fighting responses as specified in the SOP (Appendix A).
- C. PROGRAM FUNDING The details of the levels of support to be furnished to 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 the DOE and Potter County.
- B. SECURITY Nothing in this MOU authorizes access to or disclosure of classified information required to be protected in accordance with federal law or regulations in the interest of national security. Potter County agrees to be bound by the following security measures when providing fire fighting support to Pantex.
1. Control Fire fighting support will be under the control and direction of the senior Pantex fire official (Incident Commander) through the senior Potter County Fire Department on-scene officer.
  2. Escort All Potter County personnel will be under visual and physical escort by the Protective Force Department. These security escorts will not impede the ingress or utilization of apparatus or personnel, but will serve as an administrative control to ensure that outside agencies and associated personnel do not access security areas or buildings except as directed by the senior Pantex fire official.
  3. Prohibited and Controlled Articles
    - a. The following articles are prohibited in any security area without prior authorization:
      - (1) Explosives and explosive devices;
      - (2) Firearms and ammunition
      - (3) Instruments or material likely to produce substantial injury to persons or damage to persons or property e.g., knives with blades exceeding 5 ½ inches, clubs, blackjack, nightstick, crossbow, arrows;
      - (4) Controlled substances (e.g., illegal drugs and associated paraphernalia but not prescription medicine);
      - (5) Any type of alcoholic beverage regardless of quality or quantity; and
      - (6) Any other items prohibited by law.

b. The following items are privately owned articles that are non-threatening but are not allowed into the Limited, Protected or Material Access Areas due to security concerns.

- (1) Portable electronic devices, both Government and personally-owned, capable of recording information or transmitting data (e.g., radio frequency, infrared, and/or data link electronic equipment);
- (2) Cameras
- (3) MP3 players
- (4) Recording devices (optical, video, audio o data);
- (5) Copying devices and reproduction devices; cellular telephones, personal software, On-Star and GPS
- (6) Chemical Dispensing Devices designed for personal protection (pepper spray, mace)
- (7) Matches or lighters
- (8) Personal sporting equipment
- (9) Fertilizer, fuels, etc.; and
- (10) Tools, (i.e., gardening and mechanical)

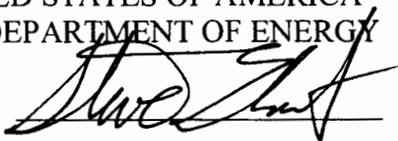
C. AMENDMENT AND TERMINATION. This MOU may be amended by written agreement between the DOE and the County. This MOU may be terminated by mutual written agreement of the DOE and the County or by either party upon a 90-day written notice to the other party.

D. EFFECTIVE DATE This MOU shall become effective on 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 by their signature.

UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY

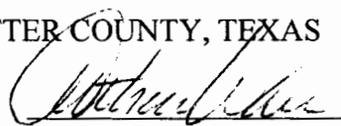
BY:



Steven C. Erhart, Acting (typed)

POTTER COUNTY, TEXAS

BY:



Arthur Ware (typed)

TITLE: Pantex Site Office Manager

TITLE: Potter County Judge

DATE: 4/2/07

DATE: 5-14-07

CERTIFICATION

I, Julie Smith, certify that I am the County Clerk for Potter County, Texas; that Arthur Ware, who signed this Memorandum of Understanding on behalf of Potter County, Texas, was then the County Judge of Potter County, Texas; that this Memorandum of Understanding was duly signed for and on behalf of Potter 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 Potter County, Texas.

(SEAL)

  
County Clerk

**APPENDIX A****STANDARD OPERATING PROCEDURE  
FOR PROVIDING EMERGENCY FIRE FIGHTING  
ASSISTANCE****I. PURPOSE**

The purpose of this Standard Operating Procedure (SOP) is to define the process for providing emergency assistance in the event of a fire on DOE-controlled property or in Potter County in accordance with Memorandum of Understanding No. DE-GM52-07NA28203.

**II. DEFINITIONS**

- A. The term “fire protection” includes personnel and equipment required for the protection of life and property from fire.
- B. The term “Pantex Fire Department,” hereinafter “PXFD,” means the fire department located at the United States Department of Energy (USDOE) Pantex Plant.
- C. The term “Potter County Fire Department,” hereinafter “PCFD”, means the fire department operated by Potter County, Texas.
- D. The term “Pantex Plant Fire Protection Area” means the area in and around the USDOE Pantex Plant for which the PXFD has the primary responsibility for fire protection.
- E. The term “Potter County Fire Protection Area” means the area within which the PCFD has primary responsibility for fire protection.

**III. RESPONSIBILITIES OF PXFD AND PCFD IN THE EVENT OF A FIRE IN THE PANTEX PLANT FIRE PROTECTION AREA REQUIRING ASSISTANCE FROM POTTER COUNTY**

- A. The PXFD will contact the PCFD through the Potter County Sheriff’s Office by telephone (379-2900) or by radio on the PCFD Channel and request assistance, stating the nature of the fire and the required type of assistance.
- B. Upon receipt of the request for assistance, the PCFD dispatcher will assign personnel and equipment for response. If the dispatcher experiences undue delay in contacting the PCFD Senior Officer, he will dispatch units in accordance with established run procedures, then notify the PCFD Senior Officer of the initiated actions.
- C. The responding PCFD Fire Officer will initiate contact with PXFD Fire Officials by radio on Mutual Aid Channel 1, 2, or 3 of the Texas Interoperability Channel Plan. The following information (as a minimum) will be communicated:
  - 1. The responding PCFD Fire Officer will state the equipment and personnel enroute to the Pantex Plant from the PCFD.

2. The PXFD Fire Officer will inform the responding PCFD Fire Officer of the location to which PCFD personnel should report.
3. Additional assistance to the Pantex Plant will be directly governed by decisions made by the PCFD Senior Officer on duty.

D. PCFD personnel:

1. Shall report to the PXFD Incident Commander (IC) at the location to which the equipment is dispatched and shall be subject to the orders of the PXFD IC.
2. Shall be released by the PXFD IC when their services are no longer required or when they are needed for purposes of fire fighting within the Potter County Fire Protection Area.

E. All equipment dispatched by the PCFD will be Potter County equipment operated by PCFD personnel.

**IV. RESPONSIBILITIES OF PXFD AND PCFD IN THE EVENT OF A FIRE IN THE POTTER COUNTY FIRE PROTECTION AREA REQUIRING ASSISTANCE FROM THE PANTEX PLANT**

- A. The Potter County Alarm Room Dispatcher will call the Pantex Emergency Services Dispatcher (806-477-3333) and request assistance, stating the nature of the fire and the required type of assistance.
- B. The PXFD Senior Fire Officer on duty will, when possible, dispatch personnel and equipment as designated by procedures.
- C. The responding PXFD personnel will initiate radio contact with the PCFD on the PCFD Channel. The following information (as a minimum) will be communicated:
  1. The responding PXFD personnel will state the equipment and personnel enroute to the PCFD from Pantex.
  2. The PCFD (IC) will inform the responding PXFD personnel of the location to which PXFD personnel should report.
  3. Any additional assistance to PCFD will be directly governed by decisions made by the PXFD Senior Fire Officer on duty.
- D. PXFD personnel:
  1. Shall report to the PCFD IC at the location to which the equipment is dispatched and shall be subject to the orders of the PCFD IC.
  2. Shall be released by the PCFD IC when their services are no longer required or when they are needed for purposes of fire fighting within the Pantex Plant Fire Protection Area.
  3. Will respond to hazardous materials or radiological incidents/accidents after all local assets have been exhausted and then, only in a supportive role.

4. Will initiate defensive measures (if PXFD is the first responding unit at the incident location), but will not initiate cleanup of hazardous materials.

E. All equipment dispatched by the PXFD will be USDOE equipment operated by PXFD personnel.