



U. S. Department of Energy  
National Nuclear Security Administration  
Pantex Site Office  
P. O. Box 30030  
Amarillo, TX 79120-0030



MAY 14 2003

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Mr. Jeffrey W. Johnson, Director  
Department of Farm Operations  
College of Agricultural Sciences  
Texas Tech University  
P.O. Box 42124  
Lubbock, Texas 79409

Re: Texas Tech University (TTU) and U. S. Department of Energy (DOE) Pantex Plant  
2003 Service Agreement

Dear Mr. Johnson:

Enclosed is a copy of the DOE and TTU signed service agreement that will be in effect for the next 5 years. Thank you for coordinating this document through your legal and contracting staff.

If you have any questions, please call me at (806) 477-3125.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry S. Johnson'.

Jerry S. Johnson  
Assistant Manager for Environmental  
& Site Engineering Programs

Enclosure

cc w/enclosure:  
M. Smith, TTRF, Panhandle

Mr. Jeffrey W. Johnson, TTU

2

MAY 14 2003

bcc w/enclosure (via email):  
S. Nelson, BMT, PXSO  
RCD/WOD, BWXT

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1. Article Addressed to:

Mr. Jeffrey W. Johnson  
Department of Farm Operations  
College of Agricultural Sciences  
Texas Tech University  
P. O. Box 42124  
Lubbock, Texas 79409  
EC:FY03:125; FY03:11133:EC

2. Article Number  
(Transfer from service label)

PS Form 3811, August 2001

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102595-02-M-1540

**SERVICE AGREEMENT**

between  
U.S. Department of Energy  
and  
Texas Tech University

**2003**

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## SERVICE AGREEMENT

This Agreement is entered into by and between the U.S. Department of Energy/National Nuclear Security Administration (USDOE/NNSA), Pantex Site Office (PXSO) and Texas Tech University (TTU).

### Recitals

1. USDOE/NNSA owns 10,177 acres of land and improvements in Carson County, Texas, upon which the Pantex Plant is located; for the purpose of this agreement, all references to the "Pantex Plant" relate to the USDOE/NNSA-owned property;
2. This property was obtained from TTU, or its predecessor, on August 19, 1955, and the conveyance reserved to TTU the right to use certain land for agricultural and grazing purposes provided the use did not affect the security and defense requirements as determined by the Secretary of the Army, a predecessor to DOE, now known as USDOE/NNSA;
3. The parties, or their predecessors, entered into a Service Agreement effective April 1, 1998, which was amended March 20, 2000;
4. USDOE/NNSA, PXSO has certain obligations and responsibilities to manage and protect the land and facilities as a valuable national resource;
5. TTU recognizes USDOE/NNSA, PXSO's responsibilities to manage Pantex Plant land and facilities as a valuable national resource;
6. TTU wishes to continue to use certain portions of the Pantex Plant for agricultural and grazing purposes;
7. USDOE/NNSA, PXSO wishes to allow TTU to continue to use certain portions of the Pantex Plant for agricultural and grazing purposes so long as it does not interfere with the Pantex Plant mission;
8. TTU allows local farmers and ranchers (Local Cooperators) to use its right to use certain Pantex Plant lands for agricultural and grazing purposes; and
9. The parties desire to enter into a new Service Agreement to replace, in its entirety, the

Service Agreement effective April 1, 1998, and amended, as described in recital 3, above, to reflect the current respective rights and obligations of the parties.

NOW THEREFORE, in consideration of the mutual promises set forth herein, which the parties acknowledge to be sufficient consideration, the parties agree as follows:

1. **Access**

USDOE/NNSA, PXSO grants TTU, and its agents, and Local Cooperators access limited to those areas of Pantex Plant's property protection area to which badged, uncleared personnel are generally allowed and to Pantex Lake, as more specifically described in figures 1 and 2.

2. **TTU Agents**

TTU will ensure that its agents and Local Cooperators, using designated Pantex Plant property for agricultural and grazing purposes, will use best efforts to abide by the applicable Pantex Plant rules and the requirements of this Service Agreement.

3. **Drinking Water**

USDOE/NNSA, PXSO will sell to TTU potable water, when not required for USDOE/NNSA, PXSO mission purposes or when USDOE/NNSA, PXSO's system has excess capacity. This water will be pumped from wells located on the USDOE/NNSA, PXSO properties and TTU shall pay for the water at a rate of \$1.684 per thousand gallons. The price per thousand gallons will be adjusted by USDOE/NNSA, PXSO at each December Semi-Annual Meeting to reflect current costs of production of the water. The cost of the water per thousand gallons does include an apportionment for amortization of capital equipment maintenance costs but it does not include a profit markup.

The water will be delivered at one or more locations throughout the TTU property, including, but not limited to those currently existing cattle tanks, the Killgore building, and any other usage point desired by TTU, so long as water quality can be maintained with reasonable expenditures of time and resources. Usage rate shall not exceed 750 gallons per minute. Pantex Plant will be responsible for maintenance of the water supply lines on the Pantex Plant, including those lines

found on USDOE/NNSA, PXSO property and on TTU property. Water usage by TTU shall be metered and usage shall be restricted in drought years, if required by local or state authority. TTU shall provide notice to USDOE/NNSA, PXSO when irrigation activities are to take place using water provided under this agreement. All taps used or installed by TTU or its agents on the Pantex Plant will have an appropriate device to prevent back flow. TTU shall be responsible for providing and maintaining cattle tanks and associated cattle watering equipment on the Pantex Plant. To the extent that new water supply lines are deemed necessary for agricultural and grazing purposes, TTU and USDOE/NNSA, PXSO agree to negotiate modifications to the existing water supply system.

If the USDOE/NNSA, PXSO should become unable to or unwilling to provide water to TTU sufficient for its needs or should the Pantex Plant become excess to the USDOE/NNSA, PXSO's needs, USDOE/NNSA, PXSO hereby reserves an easement in five acres of land, as hereinafter described, for the purpose of allowing TTU to drill a well or wells to supply TTU with water, together with an appropriate easement for a distribution pipeline, on and across the USDOE/NNSA, PXSO property, described as follows:

#### **Water Well Easement Area**

Beginning at the southwest corner of the NW quarter of Section 34, J. H. Gibson survey, Block M4, Carson County, Texas, thence north along the west line of said Section 34 for a distance of 466.69 feet; then east 466.69 feet; then south 466.69 feet to the south line of the NW quarter of Section 34; then west along the south line of the NW quarter of Section 34 to the point of beginning, containing 5.0 acres, more or less.

#### **Water Pipeline Easement Area**

A right-of-way 20 feet in width for construction, operation and maintenance of a water pipeline across USDOE/NNSA, PXSO-owned property, deeded to the government by the Texas Technological College, now Texas Tech University, pursuant to the "Tri-Party Agreement" dated November 7, 1953, subject, however to the water line being located so

as not to interfere with any improvements now or hereafter placed on the property by the USDOE/NNSA, PXSO.

The water well and pipeline easement areas, rights and reservations are to be exercised by TTU only in the event that the USDOE/NNSA, PXSO or local and state law will not permit the production and sale of sufficient water to TTU, and provided that the drilling and subsequent use of the additional wells will not diminish the water table to the extent that USDOE/NNSA, PXSO cannot meet mission requirements.

#### **4. Safety**

Pursuant to DOE Order 440.1, any Pantex employee can stop work being conducted by anyone at Pantex, including Texas Tech University personnel, Texas Tech University agents, or Local Cooperators, if such work presents a condition of imminent danger or other serious health, safety, environmental, or security hazard. Such stop work authority will be exercised in a justifiable and responsible manner. TTU must address such concerns to USDOE/NNSA, PXSO's satisfaction before TTU, its agents, or Local Cooperators will be allowed to continue operations.

#### **5. Agricultural Land**

Of the 10,177 acres of land owned by USDOE/NNSA, PXSO known as Pantex Plant, approximately 3,817 acres of cropland will be made available to TTU for cultivation use, and approximately 1,954 acres of rangeland will be made available for grazing use. Acreage is approximated due to inclusions such as roads, waterways, and well heads. TTU shall manage these areas in a manner consistent with Pantex Plant's mission, which includes, but is not limited to, protection of the environment, the safety and health of employees and the public, and national security.

The specific cropland and rangeland areas available for use under the Service Agreement are depicted on Figures 1 and 2. Availability of these areas will be reviewed and the map updated annually prior to the December Semi-Annual Meeting (described in Section 5.B.3), scheduled on or about December 15 each year. The map will also identify areas to be designated as grassed

waterways and areas where crop damage can be expected as a result of routine, scheduled vehicle access. TTU will be provided with an updated description of available agricultural land at or before each December Semi-Annual Meeting.

Significant acreage changes by USDOE/NNSA, PXSO in available land from one year to the next will be minimized to the extent possible; however, mission requirements will have priority over agricultural and grazing use.

**5.A. Agricultural Management Requirements**

**5.A.1. *Use of Best Management Practices***

TTU shall use productive, sustainable, timely, planned and accepted range management and agribusiness practices that also protect the environment, the public, and the safety of TTU and Pantex Plant workers. Management must be conducted through the correct application of best agricultural management practices as documented by the U.S. Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS). Specifically required best agricultural management practices are documented in the *Water Quality Management Plan for Pantex Plant* and updated as needed. The *Water Quality Management Plan for Pantex Plant* was developed in conjunction with the USDA-NRCS Carson County, Texas, Field Office and the McClellan Creek Soil and Water Conservation District, and was certified by the State Soil and Water Conservation Board. The *Water Quality Management Plan for Pantex Plant* includes, but is not limited to, a list of requirements concerning cropping sequences, crop residue use, emergency tillage, nutrient management, pest management, contour farming, waterway management, and prescribed grazing. Specific requirements are based on the current USDA-NRCS' Field Office Technical Guide<sup>1</sup> and the Pantex Plant Land-Applied Chemical Use Plan, as updated annually.

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<sup>1</sup>USDA-NRCS. *USDA-NRCS Field Office Technical Guide-Sections II (partial), III (partial), and IV (complete)*. Amarillo, Texas. As provided to Texas Tech Research Farm Manager and USDOE/NNSA, PXSO.

forwarded to USDOE/NNSA, PXSO and TTU. In the case of repeated deviations from these requirements, USDOE/NNSA, PXSO will provide notification to TTU. TTU shall make diligent efforts to resolve such issue(s). At USDOE/NNSA, PXSO's discretion, where repeated deviations have occurred and TTU has not resolved the issue(s), USDOE/NNSA, PXSO may request that TTU replace the responsible agent or Local Cooperator.

**5.A.2. *Playa Management Unit Grazing***

Occasionally USDOE/NNSA, PXSO will need short-term prescribed grazing of the Playa 1, Playa 2, and Playa 3 Management Units. The potential need for prescribed grazing in these areas will be identified to TTU by USDOE/NNSA, PXSO at least six months before grazing is needed. At that time TTU would be asked to indicate potential interest in managing this prescribed grazing; no additional funding would be provided, unless unusual circumstances warrant additional consideration. At least two months before the grazing is needed, USDOE/NNSA, PXSO will confirm the need with TTU. At that time an agreement describing the prescribed grazing needed and specific logistical arrangements will be developed and signed by the parties.

**5.A.3. *Grazing at Firing Site (FS) 21***

- 5.A.3.1. TTU shall be allowed to use a portion of FS-21, being approximately 467 acres as more particularly described and located in Figure 3, for grazing purposes from March 1 to November 1 of each calendar year.
- 5.A.3.2. TTU shall install and maintain an electric fence on said lands which shall be constructed no closer to FS-21 than the fire break and constructed so as to prevent interference with USDOE/NNSA, PXSO mission work at FS-21 which shall include preventing livestock from coming **within** thirty feet of service roads and from gaining access to areas around buildings, bunkers, or berms.
- 5.A.3.3. USDOE/NNSA, PXSO shall furnish potable water for the watering of livestock on FS-21. USDOE/NNSA, PXSO shall connect water supply lines to stock tanks and associated cattle watering equipment, which shall be located above ground and provided and maintained by TTU. USDOE/NNSA, PXSO shall be

responsible for the maintenance and repair of water supply lines.

5.A.3.4. USDOE/NNSA, PXSO and its subcontractors shall retain access rights as needed to the designated grazing area as well as all other rights not specifically granted herein. In addition to the right to immediately stop the work of TTU for specified reasons, USDOE/NNSA, PXSO may revoke grazing rights on FS-21 in its sole discretion upon thirty days prior written notice.

5.A.3.5 The TTU Farm Manager shall contact and coordinate the entry of persons or livestock onto FS-21 with the Facility Manager (FM) of FS-21 and the FM of Building 16-24 prior to entry. The TTU Farm Manager shall be provided with a list of the names and phone numbers of those FM and shall be notified in writing when that information changes.

## **5.B. Administrative Requirements**

### **5.B.1. *Coordination with Pantex Plant Security***

Pantex Plant Security personnel will brief TTU personnel and Local Cooperators on security requirements each year, or more often if necessary. The Safeguards, Security, and Fire Protection Division will identify a contact person(s) with knowledge of security operations that may affect access to agricultural areas. The Texas Tech Research Farm manager will coordinate any activities within the small arms impact areas of Range 1, Range 2, and the Tactical Weapons Training Facility with this contact person(s). In addition, all personnel, including Texas Tech University personnel, Texas Tech University agents, or Local Cooperators, will be required to notify the Pantex Plant Security Central Alarm Station prior to entering and upon exiting the the small arms impact areas of Range 1, Range 2, and the Tactical Weapons Training Facility. The contact person(s) from Pantex Plant Security will provide a general schedule of activities at Range 1 and the Tactical Weapons Training Facility to the Texas Tech Research Farm Manager on a routine basis.

**5.B.2.            *Communications Between USDOE/NNSA, PXSO, TTU, and Pantex Plant***

USDOE/NNSA, PXSO, TTU, and Pantex Plant's Regulatory Compliance Department (RCD) will develop a list of official contact personnel, with phone numbers, responsibilities, and backups. USDOE/NNSA, PXSO and TTU will appoint official Service Agreement representatives. Also, certain individuals on this contact list will be identified as key personnel who may contact each other directly for information purposes (Pantex Plant key personnel will be limited to department managers or higher, or their designees), but only the official USDOE/NNSA, PXSO Service Agreement representative may actually make requirements of TTU and the Local Cooperators. However, if the need for action by the Local Cooperators is for urgent reasons of health, safety, security, or other similar circumstances, then any identified key person can request action by a Local Cooperator, promptly forwarding proper notification to the official USDOE/NNSA, PXSO and TTU Service Agreement representatives. Pursuant to DOE Order 440.1, any Pantex employee can stop work being conducted by anyone at Pantex, including Texas Tech University personnel, Texas Tech University agents, or Local Cooperators, if such work presents a condition of imminent danger or other serious health, safety, environmental, or security hazard. Such stop work authority will be exercised in a justifiable and responsible manner.

**5.B.3.            *Semi-Annual Meetings***

Two meetings per year of appropriate USDOE/NNSA, PXSO, TTU, and Pantex Plant personnel will be scheduled. One meeting will be scheduled on or about June 15 and the other will be scheduled on or about December 15. Local Cooperators should be included as appropriate. These meetings will be technical in nature, and agricultural field operations will be discussed. The meeting agendas will include discussion of (1) the *Cropland and Range Land Conservation Plan for Pantex Plant* (Conservation Plan) and *Water Quality Management Plan for Pantex Plant*, unscheduled or expected deviations, and mitigative actions; (2) changes to the agricultural schedule, described below in Section 5.B.4., or changes to the official contact list; (3) cropland and rangeland monitoring results, as completed by Pantex Plant; and (4) special topics. RCD

will coordinate and make arrangements to host the scheduled meetings. Meeting notices will be distributed by RCD approximately one month before the meeting date. Requests for inclusion of special topics should be received by RCD two weeks before a scheduled meeting. An agenda and copies of applicable documents will be distributed by RCD at least one week before the meeting.

Each year, the meeting scheduled on or about December 15 will be a more comprehensive meeting. At this meeting, in addition to the typical semi-annual agenda, Texas Tech University and Pantex Plant will each present for discussion a summary of annual information, described below in Section 5.B.4. Also, Texas Tech University personnel will meet with Pantex Security personnel concerning security requirements and access issues.

**5.B.4. *Annual Information Summaries***

TTU will provide the following information to USDOE/NNSA, PXSO at least two weeks prior to the December Semi-Annual Meeting: (1) annual production numbers, as required in the Conservation Plan and the *Water Quality Management Plan for Pantex Plant*, for the agricultural land covered by the Service Agreement; (2) an updated 18-month agricultural management schedule for land covered by the Service Agreement in which an approximate schedule of crops and fallow periods for each field for the succeeding 18 months is provided; (3) requests and justification for modifications to the Conservation Plan or *Water Quality Management Plan for Pantex Plant*; and (4) an updated list of official contacts and their phone numbers.

Pantex Plant will provide the following information to USDOE/NNSA, PXSO for distribution to TTU at least two weeks prior to the December Semi-Annual Meeting: (1) cropland and rangeland monitoring results; (2) justification for the next year's water rates; (3) descriptions and justification for any land use changes; (4) updates to the Pantex Plant Land-Applied Chemical Use Plan; (5) requests and justification for modifications to the Conservation Plan or *Water Quality Management Plan for Pantex Plant*; and (6) anticipated requests for prescribed grazing operations.

**5.B.5.            *Health and Safety Requirements***

The requirements specified in Title 29 U.S. Code of Federal Regulations, Part 1928 Occupational Safety and Health Standards for Agriculture, as applicable, including, but not limited to, subpart B, subpart C, and subpart D (as amended), are specifically applicable to agricultural activities. USDOE/NNSA, PXSO requires that all operations under the Service Agreement comply with these federal regulations. Applicable subpart B requirements are addressed in the Pantex Plant Land-Applied Chemical Use Plan. Safety Department and RCD personnel will periodically meet with Local Cooperators during field operations to verify and support compliance with these requirements. Reports of deviations from these requirements documented by Pantex Plant personnel will be forwarded to USDOE/NNSA, PXSO and TTU. In the case of repeated deviations from these requirements, USDOE/NNSA, PXSO will provide notification to TTU. TTU shall make diligent efforts to resolve such issue(s). At USDOE/NNSA, PXSO's discretion, where repeated deviations have occurred and TTU has not resolved the issue(s), USDOE/NNSA, PXSO may request that TTU replace the responsible Local Cooperator(s).

**5.B.6.            *Liability Injuries or Damages***

USDOE/NNSA, PXSO shall have no liability for any death or injury to any person relating to that person's participation in agricultural activities at Pantex Plant, and USDOE/NNSA, PXSO shall have no liability for injury or damages to any crops or from death, injury, or damages to personal property or livestock owned by Local Cooperators and located on or related to the grazing of livestock on Pantex Plant, and **TTU HEREBY RELEASES USDOE/NNSA, PXSO AND ITS EMPLOYEES, AGENTS AND CONTRACTORS, AND INDEMNIFIES AND AGREES TO DEFEND THEM AGAINST ANY SUCH CLAIMS, DAMAGES, DEMANDS, AND CAUSES OF ACTION, WHETHER RESULTING DIRECTLY OR INDIRECTLY FROM THE SOLE OR CONCURRENT NEGLIGENCE OF USDOE/NNSA, PXSO, ITS EMPLOYEES, AGENTS AND/OR CONTRACTORS ONLY INsofar AS FEDERAL OR TEXAS STATE LAW ALLOWS.**

**6. Effective Date, Term of Years, and Renewal Option**

This agreement shall become effective on the date of execution, set out below, and shall be effective for a term of five years, with a renewal option for an additional five years. Such renewal option must be mutually agreed to by the parties at least 90 days prior to the expiration of the original five year term of this agreement.

**7. Modification**

This document details the full and complete agreement of the parties and the parties shall not be bound by extraneous and verbal commitments not consistent herewith. The parties may modify this agreement in writing by mutual consent. A party seeking modification shall give the other party 60 days prior notice.

No partial invalidity of this agreement or its separate provisions shall affect the validity of the remainder.

Effective this date, APRIL 29, 2003.



Phillip Ray  
Assistant Vice President for  
Business Affairs

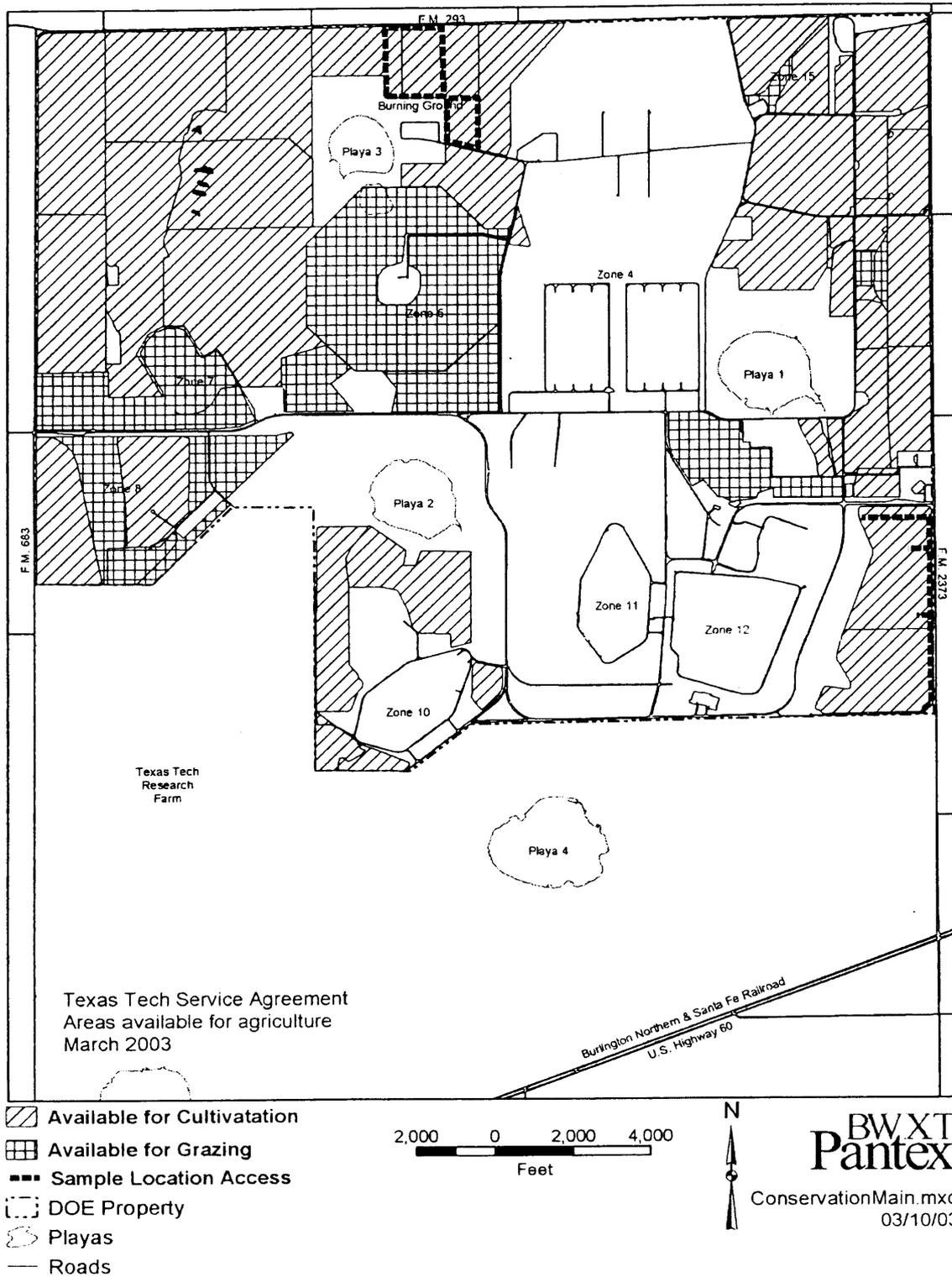
Texas Tech University



Donald G. White  
Contracting Officer/Deputy Manager

USDOE/NNSA, PXSO

Figure 1. Specific Cropland and Rangeland Areas Available for Use under the Service Agreement Main Pantex Plant



**Figure 2. Specific Cropland and Rangeland Areas Available for Use under the Service Agreement Pantex Lake**

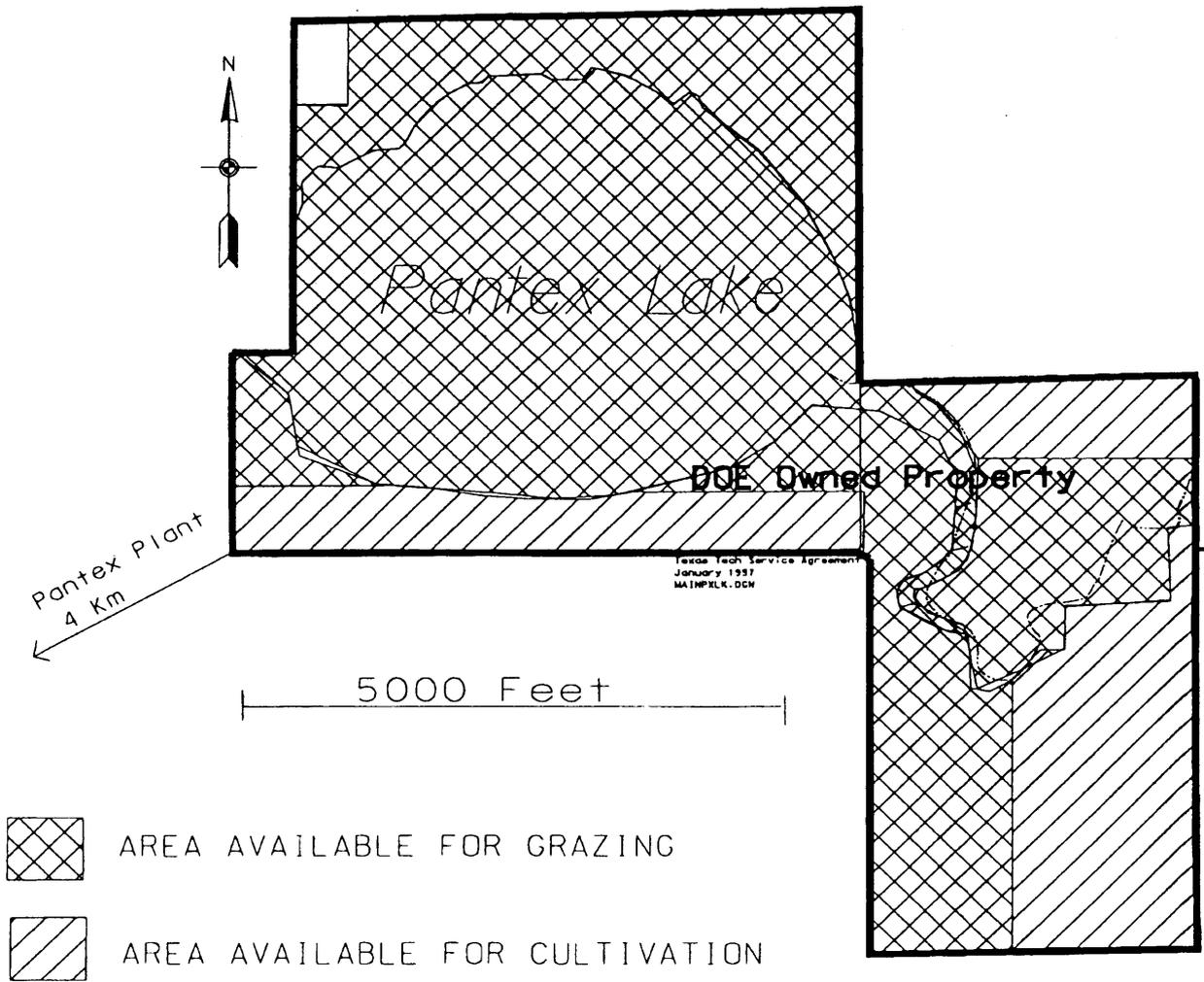


Figure 3. Firing Site 21 Grazing Area

