

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

This Memorandum of Understanding (hereinafter called "MOU") is between Armstrong County, Texas (hereinafter called the "County") and the United States of America acting through the United States Department of Energy, National Nuclear Security Administration Production Office (hereinafter called "NPO"). This MOU encompasses all agreements between the two parties supporting emergency response activities in accordance with Standard Operating Procedures (SOP) contained herein, including activities related to Emergency Response Planning and placement of the Pantex Alternate Emergency Operations Center (AEOC) (Appendix A), mutual aid assistance (Appendix B), and authorization for the Pantex Plant to activate the public warning system within the 10-mile Emergency Planning Zone (Appendix C).

I. INTRODUCTION

A. **BACKGROUND.** Both parties have a mutual interest and responsibility for emergency planning, preparedness, and response activities to protect people, property, and the environment and to minimize the consequences of emergencies.

B. **PURPOSE.** The purpose of this section is to recognize the need for cooperation on emergency response responsibilities of mutual concern and to provide for the mutual assistance of parties in accordance with the procedures contained in Appendix A, B, and C of this document, as well as to facilitate the development of joint plans and procedures for coordinated responses to such emergency situations.

C. **AUTHORITY.**

1. The NPO Pantex authority for entering into this MOU is:

- a. Section 161(f) of the Atomic Energy Act of 1954, as amended [Title 42 U.S. Code § 2201(f)];
- b. Section 646 (a) of the Department of Energy Organization Act [Title 42 U.S. Code § 7256 (a).]; and,
- c. Title 42 U.S. Code § 1856a(a).

2. The County's authorities for entering into this MOU are:

- a. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7, Vernon's Texas Civil Statutes, as amended (Texas Government Code Chapter 418);
- b. Executive Order of the Governor, RP1 – Relating to Emergency Management (March 29, 2001);

- c. Federal Civil Defense Act of 1950, as amended (50 U.S.C. 2251 et seq.);
- d. Disaster Relief Act of 1974, as amended. (42 U.S.C. 5121 et seq.); and,
- e. Texas Local Government Code Section 352.001.

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 County EOC to provide an emergency communications link with the Pantex EOC. All such equipment will remain the property of NPO Pantex.
- c. Pantex may make available, within mission constraints, certain emergency response equipment to the County. All such equipment shall remain the property of Pantex, but shall be in the care, custody and control of the County. The County shall maintain this equipment according to industry standards. Pantex does not guarantee or warranty the condition of such equipment and the County will provide any necessary training to personnel utilizing this equipment.
- d. In the event of an emergency, the responsibilities of both parties for providing mutual assistance in emergency response are contained in Appendices A, B, and C.

- 2. Review and Implementation. This MOU will be implemented on behalf of the NPO Manager by the Pantex Management and Operations (M&O) contractor. Implementation on behalf of the County will be by the County Judge. The MOU will be reviewed at intervals not to exceed five years.

B. GUIDELINES.

- 1. Plans and Procedures. Both 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 County 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:

- a. Develop and maintain a high state of readiness for coordinated responses to emergency situations that are of mutual concern.
 - b. Exercise and test joint emergency plans and procedures.
 - c. Maintain the capability for coordinated emergency response as specified in Appendices A, B, and C.
3. Emergency Response.
- a. In the event of an emergency incident involving the activation of the Pantex EOC, Pantex may dispatch emergency response liaison personnel to the County 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 County involving possible radiological hazards, Pantex may, upon request, dispatch emergency response liaison personnel to the County EOC and upon request, respond with available personnel and equipment to provide radiological assistance.
 - c. In the event of an emergency incident in the County, Pantex may, upon request, provide technical assistance to the County, and may, upon request, respond with available personnel and equipment, as appropriate.
- C. PROGRAM FUNDING. The level of support to be furnished to or from either organization will be subject to availability. 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 Pantex following consultation with the County's representatives, recognizing that the County is subject to the Texas Open Records Act (Part. 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 County will be coordinated with NPO Pantex and pursuant to the limitations of this clause. Consistent with the Freedom of Information Act (5 U.S.C. 552); decisions on disclosure of information to the public regarding any emergency response activities under this MOU will be made following consultation between Pantex and the 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 regulation in the interest of national security. The County 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 Pantex pertaining to their conduct while on Pantex

property. Further, the County agrees to be bound by the following security measures when providing emergency response support to Pantex:

1. Control. Firefighting support will be under the control and direction of the senior Pantex fire official (Incident Commander) through the senior Armstrong County Fire Department on-scene officer.
 2. Escort. All 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. The County personnel entering Pantex shall be prohibited from carrying articles that may jeopardize the safety or security of the plant or the work force. The County shall endeavor to ensure that, without prior authorization, 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:
 - a. Prohibited Articles. These items are not allowed on site at Pantex: alcohol; ammunition; arrows; blackjacks; clubs; chemical dispensing device for pepper spray; mace, etc.; controlled substances; compound bows; crossbows; drug paraphernalia; drugs (prescriptions are allowed as long as they are prescribed for the employee who is using them); illegal drugs; explosives; explosive devices; fertilizer (bulk); firearms; items that could be used to manufacture explosives; incendiary devices; knives with a blade length exceeding 2.5 inches; knuckles; nightsticks; nun chucks; stun guns; swords; and technical surveillance equipment (i.e., any equipment specifically designed to clandestinely collect information) and zip guns.
 - b. Controlled Articles. These items are allowed on-site at Pantex, but must remain in the vehicles in the Property Protection Area. They are not allowed in any security area: cameras; non-government owned computers; smartphones; PDAs; media players, electronic tablets, or game devices; any device with a processor or storage; cellular wireless cards; wireless cards; Bluetooth cards, devices, or adapters; global positioning devices; personal software; radio frequency devices; recording devices (optical, video, cellular and satellite); cellular/satellite telephones; XM or Sirius radio receivers with recording capabilities; and any privately owned device, electronic or optical, capable of recording, processing, storing or transferring audio, computer data, video, or photos.
- C. AMENDMENT AND TERMINATION. This MOU may be amended by written agreement between NPO Pantex and the County. This MOU may be terminated by the mutual written agreement of NPO Pantex and the County or by either party upon 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 unless terminated as provided in paragraph B above.

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

ARMSTRONG COUNTY, TEXAS

BY: _____/S/

BY: _____/S/

Teresa Robbins (Typed)

Adam Ensey (Typed)

TITLE: NPO Manager

TITLE: Armstrong County Judge

DATE: _____

DATE: _____

CERTIFICATION

I, _____, certify that I am the County Clerk for Armstrong County, Texas; that _____, who signed this Memorandum of Understanding on behalf of Armstrong County, Texas, was then the County Judge of Armstrong County, Texas; that this Memorandum of Understanding was duly signed for and on behalf of Armstrong 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 Armstrong County, Texas.

County Clerk

(SEAL)

APPENDIX A

STANDARD OPERATING PROCEDURE FOR PROVIDING EMERGENCY RESPONSE ASSISTANCE

I. PURPOSE

The purpose of this Standard Operating Procedure (SOP) is to define the process for providing emergency assistance in the event of an emergency on Pantex-controlled property or in the County in accordance with Memorandum of Understanding No.

DE-_____.

II. DEFINITIONS

- A. The term “emergency response” includes personnel and equipment required for the protection of life and property. This could include fire protection, EMS, Rescue or Hazardous Materials activities.
- 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 “Armstrong County Fire Department,” hereinafter “ACFD”, means the fire department operated by Armstrong 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 “Armstrong County Fire Protection Area” means the area within which the ACFD has primary responsibility for fire protection.

III. RESPONSIBILITIES OF PXFD AND ACFD IN THE EVENT OF AN EMERGENCY RESPONSE IN THE PANTEX PLANT FIRE PROTECTION AREA REQUIRING ASSISTANCE FROM ARMSTRONG COUNTY

- A. The PXFD will contact the ACFD through the Armstrong County Sheriff’s Departments Fire Dispatch by telephone (806-226-3151) or by radio on the ACFD channel and request assistance, stating the nature of the response and the required type of assistance.
- B. Upon receipt of the request for assistance, the ACFD Dispatcher will assign personnel and equipment for response. If the dispatcher experiences undue delay in contacting the ACFD Senior Officer, he will dispatch units in accordance with established run procedures and then notify the ACFD Senior Officer of the initiated actions.
- C. The responding ACFD Fire Officer will initiate contact with PXFD Fire Officials by radio on the designated radio channel. The following information (as a minimum) will be communicated:

1. The responding ACFD Fire Officer will state the equipment and personnel enroute to Pantex Plant from the ACFD.
2. The PXFD Fire Officer will inform the responding ACFD Fire Officer of the location to which ACFD personnel should report.
3. The PXFD Fire Officer will inform the Protective Force Shift Commander/Designee of the off-site response from the ACFD.
4. Additional assistance to Pantex Plant will be directly governed by decisions made by the ACFD Senior Officer on duty.

D. ACFD 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 emergency response within the Armstrong County Fire Protection Area.

E. All equipment dispatched by the ACFD will be Armstrong County equipment operated by ACFD personnel.

IV. RESPONSIBILITIES OF PXFD AND ACFD IN THE EVENT OF AN EMERGENCY RESPONSE IN THE ARMSTRONG COUNTY FIRE PROTECTION AREA REQUIRING ASSISTANCE FROM THE PANTEX PLANT

- A. The Armstrong County Alarm Room Dispatcher will call the Pantex Emergency Services Dispatcher (806-477-3333) and request assistance, stating the nature of the response 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 ACFD on the ACFD radio channel. The following information (as a minimum) will be communicated:
 1. The responding PXFD personnel will state the equipment and personnel enroute to the ACFD from Pantex.
 2. The ACFD Incident Commander (IC) will inform the responding PXFD personnel of the location to which PXFD personnel should report.
 3. Any additional assistance to ACFD will be directly governed by decisions made by the PXFD Senior Fire Officer on duty.

D. PXFD personnel:

1. Shall report to the ACFD IC at the location to which the equipment is dispatched and shall be subject to the orders of the ACFD IC.
 2. Shall be released by the ACFD IC when their services are no longer required or when they are needed for purposes of emergency response 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.

APPENDIX B

AUTHORIZATION FOR PANTEX TO ACTIVATE THE PUBLIC WARNING SYSTEM WITHIN THE PANTEX PLANT 10-MILE EMERGENCY PLANNING ZONE (EPZ) FROM ARMSTRONG COUNTY, TEXAS

I. PURPOSE

The purpose of this Appendix is to define the authorization that has been granted to the USDOE Pantex Plant. Local officials have granted authority to the Pantex Plant to activate the warning system for initial warning in the event of an incident involving the release of radiological materials with potential offsite consequences to Armstrong County.

II. DEFINITIONS

- A. The term “EPZ” refers to the area within the Pantex Plant Emergency Planning Zone. This document specifically refers to area within Armstrong County for which the Armstrong County Judge has been authorized primary responsibility for emergency notification and warning.
- B. The term “warning system” refers to the Outdoor Warning Sirens and NOAA Weather Radio System within the Pantex Plant Emergency Planning Zone. This document specifically refers to area within Armstrong County for which the Armstrong County Judge has been authorized primary responsibility for emergency notification and warning.

III. RESPONSIBILITIES OF PANTEX TO ACTIVATE THE PUBLIC WARNING SIRENS IN THE PANTEX PLANT 10-MILE (EPZ) FROM ARMSTRONG COUNTY

- A. The NPO Manager, by the Pantex Management and Operations (M&O) Contractor has been authorized to activate the warning system in the EPZ that falls within Armstrong County. The authority to activate the warning system is limited to the following specific condition(s):
 - 1. The initial warning of a Pantex General Emergency resulting from an actual or potential on-site release of radiological materials with potential offsite consequence to Armstrong County.
 - 2. At the request of the Armstrong County Judge, the Emergency Management Coordinator, or authorized designee when emergency conditions dictate.
- B. Monthly testing of the warning system is conducted by Armstrong county Office of Emergency Management. Any testing of the warning system within the Armstrong County by Pantex should be coordinated with the Armstrong County Office of Emergency Management to ensure strict control of system activation.