

CITY OF OAK RIDGE



LEGAL DEPARTMENT
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POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

September 11, 2015

Susan M. Cange, Manager
Department of Energy
Oak Ridge Office of Environmental Management
P.O. Box 2001
Oak Ridge, Tennessee 37831

Re: Memorandum of Agreement Between the U.S. Department of Energy and the City of Oak Ridge, Tennessee, on the East Tennessee Technology Park (ETTP) Fire Protection and Emergency Response Services – Signed Original

Dear Ms. Cange:

Enclosed is a signed original of the above-referenced Memorandum of Agreement for your files. Should you have any questions regarding this transmittal, feel free to call me at (865) 425-3530.

Sincerely,

A handwritten signature in blue ink that reads "Tammy M. Dunn".

Tammy M. Dunn
Senior Staff Attorney

Enclosure

cc: Diana Stanley, City Clerk
Darryl Kerley, Fire Chief
Lyn Majeski, Accounting Division Manager

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF ENERGY AND THE
CITY OF OAK RIDGE, TENNESSEE, ON THE
EAST TENNESSEE TECHNOLOGY PARK
FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES**

The Parties to this agreement are the U.S. Department of Energy (DOE) and the City of Oak Ridge, Tennessee (City). Collectively, DOE and the City shall be referred to as "the Parties."

1.0 BACKGROUND

DOE and the City have historically worked together in good faith to find mutually acceptable solutions to common issues or concerns. A common issue of concern to both Parties is how best to provide fire protection and emergency response services for the East Tennessee Technology Park (ETTP) as the site transitions from a DOE Environmental Management (EM) cleanup site to a private business/industrial park. To this end, the Parties entered into a Memorandum of Agreement (MOA-07-165) in September 2007 that transitioned fire protection and emergency response services at the ETTP from the DOE EM contractor to the City and addressed the provision and cost of services in Fiscal Years (FYs) 2008, 2009, 2010, and 2011. A follow-on MOA in September 2011 continued the provision of specified fire protection and emergency response services to ETTP by the City for FYs 2012, 2013, 2014, and 2015.

ETTP is currently managed on behalf of DOE by URS | CH2M Oak Ridge LLC (UCOR).

2.0 PURPOSE

This MOA is a follow-on agreement to the predecessor (September 2007 and September 2011) MOAs. The purpose of this MOA is to continue the provision of specified fire protection and emergency response services to ETTP by the City for FYs 2016, 2017, 2018, and 2019, based on the assumption that DOE requirements for fire protection and emergency response services will continue without change over the time period covered by the agreement. Depending on the progress of the ETTP cleanup program, particularly building demolitions, the Parties recognize that DOE requirements may change, and, hence, agree that there may be a need to renegotiate this MOA at some intermediate time prior to the end of the period covered by the MOA. Additionally, depending on the expansion of private development in the west side of Oak Ridge, including ETTP, the Parties agree that there may be a need to renegotiate the tax relief identified in Section 4 of this MOA.

3.0 RESPONSIBILITIES FOR ETTP FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES

The City will continue to provide certain fire protection and emergency response services to ETTP on a 24 hours/day, 7 days/week basis. The City will provide the following services based from the K-1652 facility:

- Fire Response
- Hazmat Emergency Service
- Emergency Medical Response (including transport)
- Emergency Rescue Response
- Pre-Fire Plans for Facilities at ETTP
- Q-cleared escorts for the City Public Works employees entering secured areas for water supply repairs and maintenance (starting in FY 2015)

The services and staffing will be consistent with Option 4 of the Staffing Options Document prepared by the City and presented to DOE on July 25, 2007. A description of this option is included as Attachment A to this MOA.

The City will support and participate in the site emergency drill and exercise program. The designated City incident commander will integrate field response activities with the site Emergency Operations Center. The City will identify a Liaison Officer to be the primary point-of-contact responsible for coordination of operational issues at the site.

It is agreed that the ETPP Fire Station will continue to be fully integrated within the City's structure/system, currently designated as Fire Station #4. Further, integration of the ETPP Fire Station into the City's structure will mean that the assigned staff and equipment will be used for backup when required, and that assistance from other fire stations will be provided to ETPP when necessary. It is also agreed that the mobile equipment transferred to the City will be replaced on the same schedule as equipment assigned to the other City-owned fire stations.

It is agreed that DOE may review performance measures on an annual basis or as mutually agreed upon by the parties.

DOE/UCOR will continue to provide the following site services:

- Fire alarm monitoring for remaining DOE/UCOR facilities on site
- Inspection, testing, and maintenance of fire alarms, and sprinkler systems of remaining and any future DOE/UCOR facilities

In addition, DOE/UCOR will sponsor the security clearances that the City staff will be required to hold until such time that the clearances are no longer required.

4.0 COMPENSATION FOR SERVICES

Consistent with this agreement, DOE will seek to compensate the City for the provision of the specified fire protection and emergency response services to ETPP. DOE anticipates need for these services as long as it has activities at the site requiring fire protection and emergency response services that exceed the level of service normally provided by the City of Oak Ridge Fire Department (ORFD) to all taxpayers. The Parties intend that the annual compensation for provision of the specified services will be as follows:

FISCAL YEAR	TOTAL COST*	LESS ELEC-TRICITY CREDIT**	AMOUNT DUE	LESS TAX RELIEF	TOTAL AMOUNT DUE
2016	\$2,804,737	\$74,986	\$2,729,751	\$105,000	\$2,630,251
2017	\$2,905,907	\$74,986	\$2,830,921	\$105,000	\$2,731,421
2018	\$2,973,674	\$74,986	\$2,898,688	\$105,000	\$2,799,188
2019	\$3,043,385	\$74,986	\$2,968,399	\$105,000	\$2,868,899

* Includes \$5,500 for Q-cleared escorts for the City Public Works employees entering secured areas for water supply repairs and maintenance.

** The Parties agree that a credit of \$74,986 per year will be deducted from the compensation due to the City in consideration for DOE/UCOR paying the electricity costs for Building K-1652. Additionally, the City will continue to provide, at no cost, the first floor space occupied by the DOE security contractor until the MOA is terminated. The City will be responsible for non-electric utility services for Building K-1652.

Each fiscal year will begin on October 1 and end on September 30 of the following calendar year.

The Parties anticipate that UCOR will pay compensation for emergency response services in equal monthly installments, based on the annual budget amount, paid by the 15th of each month.

DOE's obligation under this MOA is subject to, and contingent upon, the availability of appropriated funds. Nothing in this MOA shall be construed as implying that the U.S. Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

5.0 APPROVALS

It is understood by the Parties hereto that all agreements, documents, dedications, and acceptances required under this MOA to bind the City shall be subject to the approval of the Oak Ridge City Council and such other City boards and commissions as are required by Tennessee State Law.

It is understood by the Parties hereto that UCOR actions are subject to terms and conditions of UCOR's prime contract with DOE, the direction of DOE, and the adequate provision of funds by DOE to accomplish the required tasks.

Therefore, these agreements are subject to these requirements, obligations, and approvals.

6.0 MISCELLANEOUS

- a) This MOA in no way restricts either of the Parties from participation in any activity with other public or private agencies, organizations or individuals.
- b) This MOA is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to provide a private right or cause of action for, or by, any person or entity.
- c) Subject to the Freedom of Information Act (5 U.S.C §552), decisions on disclosure of DOE information to the public regarding projects and programs referenced in this MOA shall be made by DOE following consultation with the other Party.
- d) This MOA is neither a fiscal nor a funds obligation document. Nothing in this MOA authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- e) This MOA may be amended or terminated through mutual written agreement by the Parties. The MOA may be terminated by mutual written agreement of the Parties, or by either Party upon 180 days written notice to the other Party.
- f) This MOA shall become effective upon the date of the last signature and shall remain in effect for a four-year term, unless terminated earlier as provided herein or amended.

7.0 SIGNATURES

U. S. Department of Energy

By: *A. M. Canipe*

Title: Manager, Oak Ridge Office of Environmental Management

Date: September 9, 2015

City of Oak Ridge, Tennessee

By: *Wanda Zoch*

Title: Mayor

Date: 9/11/2015

APPROVED AS TO FORM AND LEGALITY:

 Kenneth R. Krushenski
Kenneth R. Krushenski, City Attorney for Oak Ridge, Tennessee

Attachment: Attachment A – Fire Station #4 Staffing Plan and Response Policy

ATTACHMENT A

Fire Station #4 Staffing Plan and Response Policy

Station #4 will be staffed with four (4) captains and twenty-one (21) firefighters. One of the captains will be the Liaison Officer working Monday through Friday 8:00 a.m. until 4:00 p.m. and will serve as the COR/DOE/UCOR Liaison Officer. The Liaison Officer will be assigned specifically to the ETPP site and will not respond to routine emergencies off site. The other three captains will be assigned as the company officers (A, B, and C shifts) and will respond on Engine 4. The firefighters will be assigned, seven per shift, and staff the engine, rescue truck and ambulance. A minimum of one firefighter on each shift will be a state licensed paramedic assigned to the ambulance; however, the fire engine will also be supplied with advanced life support equipment.

The engine company will respond to emergencies both on and off site as expected by a municipal fire department. They will also be in-service working on special assignments within the Fire Station #4 response area testing fire hydrants, inspecting buildings, learning roads and pre-planning commercial structures. If an emergency occurs on the ETPP site during in-service training, the engine company would be expected to return to ETPP within normal time frames of a company response (4 to 8 minutes). During the engine response back to the ETPP site, the Liaison Officer would respond on the second engine, along with the ambulance and rescue truck and begin to assess the emergency.

There will be times Engine 4 and the crew will need to report to Fire Station #3 for specialized training offered at the fire training tower. During these periods another COR Engine Company will be assigned to standby at Fire Station #4 for emergency response. These training events will be occasional periods of 3 to 6 hour intervals. The Liaison Officer will remain on-site to direct and coordinate emergency response, if needed. The COR Liaison Officer will work closely with the UCOR supervisors to meet the emergency response needs across the site.

The ambulance will remain in the ORFD Fire Station #4 response area at all times unless requested to respond outside the area by Anderson or Roane County ambulance services during an extreme emergency. The ORFD ambulance will only transport DOE personnel or DOE contractors unless a patient presents the ORFD with a life-threatening emergency, at which time ORFD will begin transport and notify the local county service.

This MOA continues the following established staffing model:

0800 hours until 1600 hours			1600 hours until 0800 hours		
		Radio Designation			
Station 4	Liaison Officer (day shift only)	F7			
Engine 4	Captain	401	Engine 4	Captain	
	Firefighter/Engineer	402		Firefighter/Engineer	
	Firefighter/EMT	403		Firefighter/EMT	
	Firefighter/EMT	404		Firefighter/EMT	
Rescue 40	Firefighter/Engineer	4002	Rescue 40	Firefighter/Engineer	
	Firefighter/Paramedic	4001		Firefighter/Paramedic	
Medic 42	Firefighter/EMT	4202			
	Firefighter/Paramedic	4201		Firefighter/Paramedic	
ETTP	Alarm room operator & TMI	311	ETTP	Alarm room operator	
PSS Office		Station 9			
Minimum on duty Staff COR: 8 personnel			Minimum on duty Staff COR: 7 personnel		