

MEMORANDUM OF UNDERSTANDING

between

UCHICAGO ARGONNE, LLC,
OPERATOR OF ARGONNE NATIONAL LABORATORY

and

VILLAGE OF ROMEOVILLE, ILLINOIS

FOR COOPERATION ON ALTERNATE EMERGENCY OPERATIONS CENTERS

UChicago Argonne, LLC, operator of Argonne National Laboratory (Argonne) under Prime Contract No. DE-AC02-06CH11357 with the U.S. Department of Energy and Village of Romeville, Illinois (Romeville), each individually herein a "Participant" and collectively herein the "Participants",

SHARING a mutual interest to provide a backup facility and other related support services to each other to be used as an Alternate Emergency Operations Center (AEOC) in the event an emergency is declared for one Participant's site and that Participant's primary Emergency Operations Center (EOC) is unavailable,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

I. OBJECTIVE

Each Participant intends to make available in the event of an emergency, its EOC facility, if not already in use, for use by the other Participant as an AEOC.

II. FORMS OF COOPERATION

Cooperation may include, but is not limited to:

- A. In the event of an emergency wherein one Participant (herein referred to as the "Requesting Participant") requires support from the other Participant (herein referred to as the "Supporting Participant"); the Supporting Participant agrees to use reasonable efforts to support the emergency response personnel of the Requesting Participant;
- B. The Supporting Participant's first obligation is and must be the support of normal operations at the Supporting Participant's site; the Requesting Participant will use reasonable efforts to limit the impact on the normal operations of the Supporting Participant's site;
- C. Support includes, but is not limited to, providing access and use of the Supporting Participant's EOC facility, providing access to the Supporting Participant's Internet by multiple devices via Wi-Fi, and providing access and use of available technology (e.g., computers, telephones, fax machines, printers, projectors, display screens) in the Supporting Participant's EOC for the emergency response personnel of the Requesting Participant;

- D. The Supporting Participant will provide the AEOC and support for the Requesting Participant only for a limited time, not to exceed fourteen (14) consecutive days. The Requesting Participant will take the actions necessary to return to normal operations at its own site within this period or will arrange for support and other requirements at a location and from a source other than the Supporting Participant.

Each Participant is to abide by the health, safety, and environmental requirements of the Supporting Participant when on assignment at the Supporting Participant's facility.

III. POINTS OF CONTACT

Each Participant should designate one or more Lead Coordinator(s), to serve as its principal representative(s) for all activities conducted under this Memorandum of Understanding (MOU), including identifying areas of sharing, coordinating sharing between the Participants, and identifying available resources for potential support activities under this MOU.

- A. In the event of an emergency requiring use of an AEOC, the following 7x24 contact numbers will be used.
 - Argonne 630-252-6130
 - Romeoville 815-886-4085
- 1. The following personnel are authorized to request support from Romeoville on behalf of Argonne:
 - Emergency Management Officer
 - On-duty Emergency Director, Argonne Emergency Management Team
 - On-duty Emergency Manager, Argonne Emergency Management Team
- 2. The following personnel are authorized to request support from Argonne on behalf of Romeoville:
 - Emergency Management Agency Coordinator
 - Chief of Police or Designee
- B. Each Participant will provide a list to the other Participant annually of the names and contact information associated with the personnel authorized to request support.

IV. GENERAL CONSIDERATIONS

- A. This MOU does not create any legally binding obligations between the Participants.
- B. The conduct of emergency activities contemplated by this MOU is subject to the availability of the facility, personnel, and other resources.
- C. Each Participant should conduct the cooperation for this MOU in accordance with applicable laws and regulations to which it is subject.
- D. Each Participant is to be responsible for the costs it incurs in participating in any activities under this MOU.

V. COMMENCEMENT, MODIFICATION AND DISCONTINUATION

- A. Cooperative activities under this MOU may commence upon signature by the Participants and shall continue until such time it is discontinued in accordance with Paragraph B of this Section.
- B. The Participants may discontinue this MOU at any time in writing. A Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least ninety (90) days written notice to the other Participant.
- C. This MOU may be modified in writing by mutual consent of the Participants.

Signed in duplicate.

For UChicago Argonne, LLC
Operator of Argonne National Laboratory:

For Village of Romeoville:

Name/Title: Kimberly Conroy Sawyer (Chief Operations Officer)

Name/Title: Steve Gulden (Village Manager)

UChicago Argonne, LLC

Village of Romeoville

Date _____

Date _____