

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AMARILLO COLLEGE
AND
THE UNITED STATES DEPARTMENT OF ENERGY**

This Memorandum of Understanding (hereinafter called "MOU") is between Amarillo College and the United States Department of Energy/National Nuclear Security Administration (hereinafter called "DOE/NNSA").

I. INTRODUCTION

- A. **BACKGROUND** - Both parties have a mutual interest and/or responsibility for training students at Amarillo College as potential fire fighting personnel and/or providing ongoing training of certified fire fighting personnel at DOE/NNSA's Pantex Plant to protect people, property, and the environment.
- B. **PURPOSE** - The purpose of this MOU is to recognize the need for cooperation in fire fighting training opportunities for both Amarillo College students and Pantex Fire Department personnel as well as, in some instances, the joint training of both entities. The mechanism used to facilitate the ongoing development of this training will be the loan of two fire trucks and other firefighting equipment (hereinafter called the "Loaned Equipment") to Amarillo College from DOE/NNSA.
- C. **AUTHORITY** - The authority for entering into this MOU is 42 U. S.C. 1856.
- D. **DESCRIPTION OF LOANED EQUIPMENT**

The Loaned Equipment is described as follows:

- 1. A fire engine, identified as Engine 3, is a 1000 gallons per minute (gpm) pumper, manufactured by Darley Apparatus in 1985, with tag number E-22885, VIN# 11HFT448XELZ16224, and MOD#1871-CS.
- 2. A second fire engine, identified as Engine 4, a 1000 gpm pumper, manufactured by Ward LaFrance in 1979 with tag number E-21215 and VIN# 80-1659.
- 3. Other firefighting equipment as identified by Pantex inventory.

II. MANAGEMENT AND PROGRAM GUIDELINES

A. MANAGEMENT AND REVIEW

- 1. 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. Amarillo College shall:
 - a. Return each item of Loaned Equipment in like condition as received from DOE/NNSA, normal wear and tear excepted and free of contamination, on or

- before the expiration date, unless the loan period is formally extended or the loan is terminated before the due date;
- b. Reimburse the lender, in the case of loss of or damage, the current fair market value of the loaned property.
 - c. Assume all costs involved in preparation, handling, loading, disconnecting, and transportation to and from the Lender;
 - d. Agree to indemnify and hold harmless DOE/NNSA against any and all liability, loss, damages, claims and costs incidental hereto as a result of Amarillo College's use or possession of the Loaned Equipment;
 - e. Use the Loaned Equipment only for the purposes specified in this MOU;
 - f. Request the written permission of the DOE/NNSA prior to the modification, loan, or transfer of any item of Loaned Equipment to a third party.
 - g. Account for, or permit inspection of, the Loaned Equipment by DOE/NNSA after proper notification; and
 - h. Maintain appropriate maintenance, upkeep and specified certification of the Loaned Equipment to meet annual inspection and government requirements, i.e. licensing and inspection stickers.

3. DOE/NNSA shall:

- a. Maintain title to the Loaned Equipment, aforementioned as U.S. Government property;
- b. Verify, periodically, that the Loaned Equipment is being used only for official purposes;
- c. Reserve the right to cancel this MOU or to recall the Loaned Equipment upon 30 days notice; and
- d. Inventory the Loaned Equipment annually.

B. GUIDELINES

1. Amarillo College will utilize the Loaned Equipment as tools for training Amarillo College students to become certified firefighters.
2. Pantex Fire Department will utilize the Loaned Equipment at the Amarillo College East Campus for ongoing Pantex firefighter training.
3. The Parties will utilize the Loaned Equipment for joint participation training between Pantex firefighters and Amarillo College students.

III. ADMINISTRATION

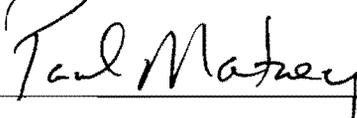
- A. REVIEW AND IMPLEMENTATION - The Pantex Site Office (PXSO) Manager, National Nuclear Security Administration (NNSA), will implement this MOU on behalf of DOE/NNSA. Implementation on behalf of Amarillo College will be by the President of the College. The MOU will be reviewed at intervals not to exceed five years.
- B. AMENDMENT AND TERMINATION - This MOU may be amended by written agreement between DOE/NNSA and Amarillo College. This MOU may be terminated at any time by the mutual written agreement of DOE/NNSA and Amarillo College or by either party upon a 90-day written notice to the other party.
- C. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the respective dates indicated.

U.S. Department of Energy/
National Nuclear Security Administration

Amarillo College

By:  /S/

By:  /S/

Title: Pantex Site Office Manager

Title: Acting President

Date: 1/9/09

Date: 12-16-08