

LOS ANGELES/LONG BEACH UASI REGION SECURING THE CITIES PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and among the various public agencies executing this MOU (each a "Participant" and collectively, "Participants"). The Participants are: The City of Los Angeles Mayor's Office ("LA Mayor's Office"), the City of Los Angeles Police Department ("LAPD"), the County of Los Angeles Sheriff's Department ("LACSD"), the County of Orange Sheriff's Department ("OCSD"), the Los Angeles Harbor Department Port Police ("LAHPP"), the City of Long Beach Police Department ("LBPD"), the State of California Highway Patrol ("CHP"), Los Angeles World Airport Police Department ("LAWAPD"), City of Los Angeles Fire Department ("LAFD"), the Consolidated Fire Protection District of Los Angeles County ("CFPDLA"), County of Los Angeles Public Health Department ("LACPHD"), Riverside Police Department ("RPD"), Riverside Fire Department ("RFD"), and the Ontario Fire Department ("OFD"). Additional public agencies shall become Participants by executing this MOU thereafter. This MOU memorializes the participation of the Participants in the Securing the Cities ("STC") Program for the Los Angeles/Long Beach Urban Area ("LA/LB UA") region.

I. Background and Purpose

The STC Program is a program of the United States Department of Homeland Security ("DHS") and is overseen by its Countering Weapons of Mass Destruction Domestic Nuclear Detection Office ("CWMD" and along with DHS, collectively the "Grantor"). Through the STC Program, the Grantor assists high-risk urban areas in developing and enhancing capabilities to detect, report and prevent the unauthorized presence and use of radiological and nuclear materials.

The Grantor has agreed to partner with the LA Mayor's Office to expand the STC Program to the LA/LB UA. The goal of the LA/LB UA STC Program (the "Program") will be to develop a regional structure of law enforcement and first responder organizations to identify, prevent and respond to potential nuclear and radiological threats. Under the Program, the LA Mayor's Office will work with the Grantor in overseeing the cooperative efforts of Program Participants in developing and enhancing each Participant's and the broader LA/LB UA region's nuclear and radiological detection and interdiction capabilities. As a precondition to the receipt of Grant funds and other Grantor assistance, the Grantor requires Participants in the Program to execute an MOU to memorialize each Participant's commitment to participating in the Program.

II. Program Operation

A. Participation

1. The Participants of the Program shall be: The City of Los Angeles Mayor's Office ("Mayor's Office"), the City of Los Angeles Police Department ("LAPD"), the County of Los Angeles Sheriff's Department ("LACSD"), the County of Orange Sheriff's Department ("OCSD"), the Los Angeles Harbor Department Port Police ("LAHPP"), the City of Long Beach Police Department ("LBPD"), the State of California Highway Patrol ("CHP"), Los Angeles World Airport Police Department ("LAWAPD"), City of Los Angeles Fire Department ("LAFD"), the Consolidated Fire Protection District of Los Angeles County ("CFPDLA"), the County of Los Angeles Public Health Department ("LACPHD"), Riverside Police Department ("RPD"), Riverside Fire Department ("RFD"), and the Ontario Fire Department ("OFD").
2. The inclusion of any other additional participants into the Program shall be duly considered by the Participants at a Program meeting. Any such approved new Participant shall execute this MOU prior to participating in the Program.
3. Each Participant shall designate an authorized representative who is an employee (sworn or non-sworn) of such Participant to attend all Program meetings and events. Program meetings shall occur approximately once a month. Decisions to dedicate, appoint and/or control a Participant's personnel involved in the Program shall rest exclusively with that respective Participant.

B. Participant Responsibilities – As a Participant in the Program, each Participant shall:

1. Use good faith efforts to (a) minimize any absence of its designated representative at all Program meetings and activities; and (b) participate in such meetings and activities in accordance with each Participant's policies, procedures and protocols.
2. Assist in identifying current needs for establishing a radiological and nuclear detection program in the LA/LB UA region.

3. Collaborate in developing and drafting protocols, procedures, plans, and concept of operations to enhance (a) data collection and sharing capabilities among the Participants and (b) coordinated enforcement, operations and responses to a radiological and nuclear incident in the LA/LB UA, all of which, shall be subject to adoption by each Participant in its respective discretion.
4. Collect, share and analyze intelligence, information and resources to predict, prevent, respond to, adjudicate, report and archive the illicit use, storage or movement of radiological materials in the LA/LB UA and the Orange County region, subject to compliance with each Participant's policies, procedures and protocols.
5. Require its designated personnel to attend any training and exercises as may be deemed necessary for participation in the Program by the Grantor and the Participants.
6. Comply with any mutual aid agreements as may be agreed to by Participants and work with established Federal, State and local agency partnerships to support coordinated Program operations and mutual aid.
7. Provide assistance, as approved by each Participant, in the coordination and deployment of Participants for the prevention of radiological nuclear detection (PRND) activities by the STC Southern California Regional Intake Center (SCRIC) managed by LAPD.
8. Deploy equipment purchased by Grant funds in a manner as agreed to by each Participant and the LA Mayor's Office.

C. Fiscal Agent

As the primary applicant and recipient of the Grant, the LA Mayor's Office shall be the fiscal agent and the lead agency with regard to the use of Grant funds in the Program. All fiscal matters regarding the Grant funds and the daily administration of the Grant and use of Grant funds in the Program shall be managed and overseen by the LA Mayor's Office. Further, the procurement of any equipment and services, including trainings and exercises, acquired with Grant funds shall be managed and overseen by the LA Mayor's Office.

III. Term and Withdrawal

The term of this MOU shall expire no earlier than the termination of the Grant on October 14, 2020. This MOU shall be made effective as to a Participant upon the execution by such Participant of this MOU. This MOU may be modified at any time by written consent of all Participants. Modifications to this MOU shall have no effect unless they are in writing and signed by an authorized representative of each of the Participants.

Any Participant may withdraw from the Program and this MOU at any time by written notification to the Mayor's Office. Any such withdrawal shall be effective thirty (30) days after delivery of said written notification.

IV. Confidentiality

Each Participant agrees to keep all information exchanged or provided through the Program strictly confidential, including any confidential, proprietary or non-public information, or sensitive security information (as defined by 49 CFR Part 1520). The Participants agree to discuss in good faith whether it is necessary or desirable to disclose any particular information, and if so, to whom. In the event any Participant receives a request from a third party for information provided to them as part of the Program, said Participant shall afford the other Participants an opportunity to seek an appropriate protective order. However, in the absence of a protective order and where the Participant is, in the opinion of its counsel, compelled to disclose the information under threat of liability, violation of federal or State law, or contempt or other censure or penalty, disclosure of such information may be made by the Participant.

V. Non-Responsibility

Notwithstanding any provisions set forth in this MOU, nothing in this MOU shall be construed as encroaching upon the sovereign rights, privileges, and immunities of any of the Participants hereto in the conduct of inherently Municipal, State or Federal government operations. Further, nothing in this MOU is intended to conflict with current law, regulation, or the policies and directives of any of the Participants. If any terms and conditions of this MOU are inconsistent with such authorities, the Participants agree to address and resolve the inconsistency in a timely and legally appropriate manner. If the matter is incapable of timely resolution, the inconsistent term shall be deemed invalid, and the remaining terms and conditions of this MOU shall remain in full force and effect. This MOU, in and of itself, does not result in the commitment, obligation, or transfer of funds or other financial obligations among the Participants hereto. Prior to the reimbursement by Grant funds of any expenses incurred by any Participant or the license to any Participant of any equipment purchased through Grant funds, such Participant shall enter into a contract with the LA Mayor's Office setting forth the terms and conditions of such reimbursement or license.

Each Participant to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by any other Participant to this MOU, and participation in this MOU shall not impose any liability for claims upon any Participant to which it would not otherwise be subject under applicable law.

By entering into this MOU, the Participants do not intend to create any obligations express or implied other than those set out herein. Further, this MOU shall not create any rights in any party other than the Participants.

VI. Miscellaneous

This MOU shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles without regard to conflict of law principles. In any action arising out of this MOU, each Participant consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

In all cases where written notice may be given under this MOU, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid, or by email. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective Participants, the lead personnel to whom all communications and information provided pursuant to this MOU shall be directed are as set forth under the respective Participant's execution of this MOU.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the Participants have caused this MOU to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
Mayor's Office of Public Safety

By: _____

Name/Title: _____

Date: _____

Representative for Notice:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

IN WITNESS WHEREOF, each of the Participants have caused this MOU to be executed by their duly authorized representatives.

THE CITY OF RIVERSIDE
Fire Department

By: _____

Name/Title: Michael D. Moore,
Fire Chief

Date: _____

By: _____

Name/Title: Lea Deesing,
Assistant City Manager

Date: _____

Representative for Notice:

Name: Mark D. Annas

Title: Emergency Services
Administrator

Address: _____

Telephone: _____

Email: _____

Approved as to Form:

By:  _____

Elliot H. Min
Deputy City Attorney