

**MEMORANDUM OF UNDERSTANDING FOR
THE MARICOPA COUNTY SECURING THE CITIES PROGRAM
BETWEEN MARICOPA COUNTY, ARIZONA
AND THE CITY OF GLENDALE, ARIZONA**

This Memorandum of Understanding (“MOU”) is made and entered into by and among the Principal Partners (as such parties are set forth and as such term is defined in Section II of this MOU) in connection with the Securing the Cities Program for Maricopa County. This MOU shall be made binding by and among the Principal Partners by a duly executed agreement by the Principal Partners so desiring to be bound (the Principal Partners hereafter collectively defined each as a “Participant” and collectively as “Participants”). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, each of the Participants agree as follows:

I. Background

This MOU memorializes the formal commitment and active participation of Participants in the Maricopa County Securing the Cities (“STC”) Program. The STC Program is a regional effort geared towards enhancing radiological and nuclear detection and interdiction (Preventative Radiological and Nuclear Detection or “PRND”) capabilities in Maricopa County. The Maricopa County STC Program is funded by the STC Program Grant (“Grant”) from the United States Department of Homeland Security Countering Weapons of Mass Destruction Office (“Grantor”). The Grant is awarded to Maricopa County to assist Participants in acquiring equipment, training, and support to enhance PRND capabilities in Maricopa County. By entering into this MOU, each Participant hereby agrees to commit personnel, equipment, and other support for the development and sustainment of STC Program and the accomplishment of its goals, as more fully set forth in this MOU.

II. Goals and Responsibilities

A. Participants in this agreement are Maricopa County Department of Emergency Management and City of Glendale:

1. Participants of the STC program shall be comprised of Principal Partners. All Participants shall be members of the STC Program.

2. Each Participant shall designate an authorized representative and one alternate to attend all STC Program meetings and shall make good faith efforts to minimize any absence of its representative at such meetings. STC Program meetings shall occur approximately monthly. Such authorized representatives shall be employees of the Participant.

3. Each Participant shall have the benefit of participating in STC Program exercises and training as well as using equipment acquired through Grant funds so long as such use and participation is in compliance with all Grant regulations, policies, and

procedures as may be set forth by DHS/CWMD, Maricopa County Department of Emergency Management (MCDEM), and the Executive Committee.

4. Each Participant shall actively engage in and support activities that further the goals and objectives of the STC Program. These goals and objectives include, but are not limited to:

a. Identifying current needs for establishing a preventative radiological and nuclear detection program within Maricopa County.

b. Developing, drafting, and adopting protocols, procedures, plans, and concept of operations for coordinated steady state and enhanced steady state operations and responses to a radiological and nuclear incident within Maricopa County.

c. Collecting, sharing, and analyzing intelligence, information, and resources to predict, prevent, respond to, adjudicate, report, and archive the illicit use, storage, or movement of radiological materials within Maricopa County.

d. Completing any required training and exercises necessary to participating in the STC Program in accordance with the Grant.

e. Developing and implementing a baseline PRND program for reporting operational capabilities within Maricopa County.

f. Complying with any mutual aid agreements as may be agreed to by Participants and working with established partnerships between Federal, State, local, and tribal agencies to support coordinated PRND operations and mutual aid.

g. Deploying program-assigned equipment as necessary to enhance PRND capabilities.

h. Expanding data collection and sharing capabilities within Maricopa County and between Federal, State, local, and tribal agencies.

i. Participating in at least one subcommittee of the STC Program.

j. Creating and participating in a long-term sustainability plan to continue the STC Program in support of the Global Nuclear Detection Architecture (“GNDA”). The GNDA is a framework for detecting (through technical and non-technical means), analyzing, and reporting on nuclear and other radioactive materials that are out of regulatory control. The GNDA presents the adversary with many obstacles, increasing the cost, difficulty, and risk of attack. The presence of an effective detection architecture also serves to convince the adversary that any attempt to acquire, transport, or utilize nuclear or other radioactive materials in malicious acts will fail. DHS works with state, local, private, and tribal stakeholders to build basic detection architectures and enhanced awareness of the threat.

5. Participants, as members of the STC Program, are empowered to make decisions regarding the adoption of any plans, policies, or procedures concerning the STC Program to the Executive Committee but shall not have the power to adopt such plans, policies or procedures which are contrary to the terms of the Grant or make unwise use of funding or time as determined by MCDEM or DHS.

B. Executive Committee

The STC Program Executive Committee shall be comprised of the Participants. Each Participant shall designate an authorized representative to attend all Executive Committee meetings and shall make good faith efforts to minimize any absence of its representative at such meetings. Executive Committee meetings shall occur monthly or on an as needed basis. Such authorized representatives shall be an employee of the Participant who has authority to make decisions on behalf of that Participant. In addition to its duties as a Participant and as a member of the STC Program, members of the Executive Committee shall be the sole voting members (other than MCDEM as the lead agency) of the STC Program. Each Executive Committee member shall have the following responsibilities, without limitation:

1. Comply with all terms and provisions of the STC Program Executive Committee and Subcommittee Charters as may be adopted ("Charter").
2. Review all recommendations submitted by STC Program members and Subcommittees and reach consensus or vote to approve.
3. Ensure that all members of the Subcommittees (as set forth in the Charter) execute its respective responsibilities for each Subcommittee as set forth in the Charter.
4. Commit facilities for the purpose of PRND trainings and exercises.
5. Commit facilities as may be necessary and appropriate to maintain equipment and store source materials.
6. Obtain appropriate licenses and certifications for its facilities and personnel as may be required for STC Program activities.
7. Comply with Maricopa County annual asset monitoring site visit for all items over \$5,000.

C. Fiscal Agent

1. As the primary applicant and recipient of the Grant, MCDEM shall be the fiscal agent and the lead agency with regards to the use of Grant funds in the STC Program. All fiscal matters regarding the Grant funds and its use in the STC Program shall be managed and overseen by MCDEM. Further, the procurement of any equipment and

services, including trainings and exercises, acquired with Grant funds shall be managed and overseen by MCDEM. Each Participant hereby acknowledges and agrees that a certain amount of the total Grant amount allocated per year by the Grantor for the STC Program shall be retained by MCDEM as reimbursement for expenses incurred (i.e. personnel and related expenses) in connection with its role as applicant/recipient/fiscal agent of the Grant and the management and administration of the Grant in relation thereto.

2. Each Participant hereby agrees to cooperate in good faith with MCDEM in the execution of the duties as fiscal agent and lead agency in connection with the Grant funds. MCDEM's duties include, without limitation, the following:

a. Manage the daily administration of the STC Program and the Grant and assign its personnel as may be necessary for such administration.

b. Submit applications to the Grantor for annual Grant allocations to the STC Program and submit any necessary reports required under the Grant.

c. Serve as the primary point of contact for the STC Program with the Grantor and obtain all necessary Grantor approvals regarding eligible costs for STC Program activities.

d. Oversee compliance with all Grant laws and regulations with respect to the use of Grant funds in the STC Program and communicate with Participants regarding their respective compliance with such laws and regulations.

e. Manage all procurement activities related to the Grant funds used in the STC Program and coordinate with Participants the distribution of equipment, source materials, training, and exercise schedules.

f. Conduct periodic inspections and audits of all materials, equipment, and other assets acquired with Grant funds.

g. Provide technical guidance to Participants regarding Grant rules and regulations as it pertains to the STC program.

h. Manage the fiscal operations involving DHS Grant funds in accordance with Maricopa County Grant guidelines.

III. Use of Grant Funds

A. Generally

1. The Grantor intends to support PRND operations and activities in Maricopa County through a four-phased STC Program by allocating Grant funds on an annual basis to the MCDEM for use in the STC Program. Each annual allocation shall be

awarded based on applications for such awards. Each Participant shall assist in the development of project objectives and goals which shall be included in the applications that form the basis of the Grant allocations, and each Participant shall actively participate in achieving such stated objectives and goals.

2. Any and all equipment and services (including trainings and exercises) acquired with Grant funds for the STC Program shall be used by each Participant exclusively and solely for the benefit of the STC Program and in accordance with the objectives and goals as stated in the Grant applications as approved by the Grantor. Further, each Participant's use of such equipment and services shall comply with the terms and conditions of the Grant, the Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, policies and procedures as set forth by MCDEM as fiscal agent of the Grant, and all other applicable Grant rules and regulations as may be promulgated by the Grantor.

B. Equipment and Materials

The procurement of all equipment and materials acquired through the federal procurement process or with Grant funds ("Equipment") shall be the sole responsibility of MCDEM. In accordance with Grant regulations, title to such Equipment shall vest in MCDEM as the Recipient of Grant funds.

1. Authorize to Use

MCDEM shall maintain all Equipment in its sole possession until such Equipment is distributed to Participants upon approval of such distribution by the Executive Committee and MCDEM. Upon such approval, the Equipment shall be distributed to the Participant. Participant shall be on the following terms, without limitation:

a. Participant shall maintain and inventory the Equipment in accordance with the provisions set forth in 44 CFR §13.32.

b. The Equipment shall be used strictly in connection with the STC program and as directed by MCDEM.

c. The Equipment shall be safeguarded and inventoried in accordance with procedures prescribed and approved by MCDEM, the Executive Committee, and the Grantor, and shall not be replaced or removed without prior written consent of MCDEM.

d. Participant shall be solely responsible for maintaining, inspecting, and inventorying the Equipment. Any and all maintenance, repairs, removal, replacement, calibration, inventorying, or any other maintenance and safekeeping activities involving the Equipment shall be coordinated through MCDEM, shall require the prior written consent of MCDEM, and shall be undertaken only by personnel authorized and deemed

qualified by MCDEM. Maintenance costs for equipment not purchased through the STC program shall not be deemed eligible for reimbursement.

e. Access to Equipment (including access for maintenance and inspections) shall be strictly limited to personnel, time, place, and manner as authorized by MCDEM. Only personnel trained for the purpose of the STC program will be issued STC-funded equipment and will use issued equipment for STC program mission within Maricopa County.

f. MCDEM and/or the Grantor shall have the right to access and inspect the Equipment at any time as may be deemed necessary, including conducting regularly scheduled monitoring visits.

g. This agreement may be terminated at any time at the sole discretion of MCDEM. The agreement shall terminate upon the Participant's breach of the any of the terms or upon Participant's withdrawal from the STC program. Upon termination, the Equipment shall be immediately returned in good working order to MCDEM. If the termination is a result of a Participant withdrawal from the STC program, the Equipment shall be returned in good working order to MCDEM no later than 60 days prior to the withdrawal date.

h. Participant shall execute any additional documents regarding the use and safekeeping of the Equipment as may be deemed necessary by MCDEM prior to taking possession of the Equipment.

2. Requests for Equipment

Requests to acquire specific Equipment for a Participant shall be made to the appropriate Subcommittee accompanied with an explanation and justification for the Equipment. All recommendations of the Subcommittee shall be forwarded to the Executive Committee for approval. The Participant shall have the right to appeal a recommendation of the Subcommittee to the Executive Committee. All decisions of the Executive Committee shall be deemed final.

C. Trainings, Drills, and Exercises

1. Each Participant shall ensure that its designated authorized representatives shall complete all required trainings, drills, and exercises as approved by the Grantor for the STC Program. Participant hereby acknowledges that completion of such trainings, drills, and exercises is required for continued participation in the STC Program. Coordination of such trainings, drills, and exercises between the Grantor and the STC Program shall be the responsibility of MCDEM, and coordination for attendance of each Participant's representatives to such trainings, drills, and exercises shall be the responsibility of each respective Participant. Participant requests for trainings, drills, and exercises that are in addition to pre-approved Grantor trainings, drills, and

exercises shall be subject to prior review and approval by the Executive Committee, MCDEM, and the Grantor.

2. Grant reimbursement of Participant costs associated with STC program trainings, drills, and exercises shall be limited strictly to backfill and overtime costs directly resulting from Participant's representatives' attendance at such trainings, drills, and exercises and based on the respective Participant's current overtime rate based on the classification of its attending representatives ("Overtime Reimbursement"). Overtime Reimbursement shall be conditioned on Participant's timely submission of documentation to MCDEM as set forth below. Participant shall prepare, maintain, and provide to MCDEM reimbursement request cover letter, payroll reports, timesheets, and any other supporting documentation as necessary to fully and accurately evidence time expended by Participant's representatives and backfill/overtime costs incurred for which Overtime Reimbursement is requested. All such supporting documentation shall satisfy applicable Federal, State, and MCDEM audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Participant. MCDEM may request, in writing, changes to the content and format of such documentation at any time, and MCDEM reserves the right to request additional supporting documentation to substantiate costs incurred at any time. All such documentation must be submitted to MCDEM within thirty (30) days after attendance/participation at such approved training, drills, or exercise. Send scanned documentation to EMGSTC@maricopa.gov for processing and reimbursement.

D. Recordkeeping, Inspections, and Reports

1. Records, in their original form, shall be maintained in accordance with requirements prescribed by MCDEM and the Grantor with respect to all matters related to the Grant and the STC Program. Such records shall be retained for a period of six (6) years after Final Close Out of the Grant. The County will notify Subrecipients of the final Close Out date. "Pending matters" include, but are not limited to, an audit, litigation, or other actions involving records.

2. At any time during normal business hours and as often as the Grantor and MCDEM may deem necessary, Participant shall make available for examination all of its records with respect to all matters regarding the STC Program. Participant hereby gives the Grantor and MCDEM, through any authorized representative, access to, and the right to examine, audit, and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant funds and the STC Program. The access and inspections rights set forth herein shall include access to applicable facilities, personnel, and other individuals and information as may be necessary and as required by the Grantor, MCDEM, and applicable Grant and STC Program rules, regulations and policies.

3. Participant agrees to submit timely (not to exceed 30 days), complete, and accurate reports to MCDEM as may be required under the Grant and the STC Program. Participant shall comply with all other special reporting, data collection, and evaluation

requirements as prescribed by law or detailed in applicable Grant regulations and guidance. Further, Participant shall cooperate with any compliance review or complaint investigation conducted by the Grantor and MCDEM in connection with the STC Program.

IV. Miscellaneous

A. Term, Modification, and Withdrawal

1. The term of this MOU shall commence upon execution of this MOU by all of the Participants and shall remain in effect for the duration of the performance period of the Grant, as may be extended or renewed by the Grantor. This MOU may be modified at any time by written consent of all Participants. Modifications to this MOU shall have no effect unless such modifications are in writing and signed by an authorized representative of each of the Participants bound by this MOU.

2. Any Participant may withdraw from the STC Program and this MOU at any time by written notification to MCDEM. Any such withdrawal shall be effective 30 days after delivery of written notification of such withdrawal and all STC equipment will be returned to MCDEM within 30 days after written notification.

B. Confidentiality

1. The Participants will exchange various kinds of information pursuant to their respective participation in STC Program. Such information may include, without limitation, data, strategies, operational procedures, and various identifying information. All data and information related to the STC program is considered confidential. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. Each Participant agrees that:

a. It shall keep all information that is exchanged between the Participants in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

b. It shall provide written instructions to all of its employees with access to information provided under the STC Program of the confidential nature of the information and of the penalties for unauthorized use or disclosure.

c. It shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

d. It shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified witnessed destruction. Magnetic media are to be degaussed or returned to MCDEM.

e. It shall not disclose said information to any third-party entity or individual without the express prior written consent of MCDEM and the Grantor.

f. It shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each Participant shall notify the other of any changes in that designation.

2. Any breach of the confidentiality provisions set forth in this section shall subject the breach Participant to investigation and disciplinary action by the Executive Committee and MCDEM.

C. Press Releases, Publications, Logos

All press releases and publications or dissemination of any information regarding the STC Program shall be coordinated solely through MCDEM. Participant shall obtain written approval from MCDEM prior to using any Grantor seal(s), logos, crests, reproductions of flags, or likenesses of Grantor agency officials.

D. Liability and Indemnity

1. No Liability. County and its officers, officials, agents, and employees shall not be liable for any act or omission by the City of Glendale and its officers, officials, agents, employees, or volunteers that occurs in connection with this Agreement, and County shall not be liable for any purchase or other agreement made by the City of Glendale in connection with this Agreement or in anticipation of reimbursement. Nothing in this Agreement may be construed as creating a partnership, joint venture, or any other agency-type relationship between County and the City of Glendale. The City of Glendale is not an officer, employee, or agent of County.

2. Indemnification. To the extent permitted by law, the City of Glendale as indemnitor, agrees to indemnify, defend, and hold harmless County, as indemnitee, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the City of Glendale and its officers, officials, agents, employees, or volunteers related to the performance of this Agreement.

E. Rights Created

By entering into this MOU, the parties 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 and the Grantor.

F. This MOU is subject to cancelation pursuant to A.R.S § 38-511.

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Dated this __ day of _____, 20__

Dated this __ day of _____, 20__

Kevin Phelps, City Manager

Jack Sellers, Chairman
Board of Supervisors

ATTEST:

ATTEST:

Julie K. Bower, City Clerk

Clerk of the Board

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

County Attorney