



Memorandum of Agreement/Understanding (MOA/MOU)

Securing the Cities San Francisco Bay Area {STC}

AGREEMENT entered between the Bay Area Urban Area Security Initiative (DASI) Securing the Cities (STC) San Francisco Bay Area Program, 1663 Mission Street Suite 320, San Francisco, California 94103 and the STC Sub-Partner identified on the attached signature page, for the acquisition and distribution of goods and services pursuant to the Securing the Cities Program ("STC Program"). This Agreement is a statement of intent and should not be construed as a legally binding contract between STC San Francisco Bay Area and the STC Sub-Partner ("the parties").

WHEREAS the parties intend to work in concert with other regional agencies to develop and implement systems for coordinated and integrated detection, interdiction, and notification of illicit radiological and/or nuclear materials outside regulatory control that may be used in a terrorist attack or as a weapon of mass destruction within the region; and

WHEREAS the parties recognize the critical need for mutual information sharing, operational integration, and regional cooperation to implement the STC Program effectively; and

WHEREAS STC San Francisco Bay Area has received or expects to receive monetary and non-monetary assistance ("Federal Funding") pursuant to a cooperative agreement with the Department of Homeland Security, Office of Weapons of Mass Destruction (CWMD) including substantial technical assistance and direction programmatic and grant compliance requirements.

WHEREAS such Federal Funding is to be used exclusively to support the mission and goals of the STC program implementation; and

WHEREAS agree to collaborate in the design and operations of STC San Francisco Bay Area;

NOW THEREFORE, the parties agree as follows:

1. STC San Francisco Bay Area and the STC Sub-Partner agree to work collaboratively in development of information confidentiality and limited access to sensitive data. This agreement is limited to only ensure information shared between agencies within the Information Exchange Plan is fully supported and is not intended to grant open access to all agency information to personally protected individual information.
2. STC San Francisco Bay Area agrees to provide operational information and complete all reporting mechanisms pursuant to documenting the implementation and operation of

provided equipment, goods, and services. STC Sub-Partner agrees to provide relevant information required for quarterly and annual reporting from STC San Francisco Bay Area to DHS-CWMD program office.

3. The Sub-partner agree to accept the STC San Francisco Bay Area Field Operations Guide for guidance and procedures for preventative radiological/nuclear (R/N) detection activities to support early detection of *RJN* threats and potential incidents.
4. The Sub-Partner agrees to following the STC San Francisco Bay Area Concept of Operations Plan's procedures and protocols for operational coordination and timely information sharing with the protection and prevention mission areas where R/N materials are involved.
5. The parties agree to immediately notify and share security information with each other related to deployment, operation of equipment, goods, and services pursuant to this agreement.
6. The STC Sub-Partner will provide and maintain a primary liaison to STC San Francisco Bay Area including name, work address, e-mail address, and telephone numbers.
7. If a single source, good or service is identified as the best solution, the parties agree to follow protocols and processes established by the STC San Francisco Bay Area program management office (PMO) to resolve any disputes.
8. The STC Sub-Partner will use any equipment or goods received and/or purchased through the STC Program only for the purposes for which they are intended and shall keep them in good working order. The parties agree to cooperate in the maintenance of the equipment or goods pursuant to this Agreement. If this MOU is terminated or the signing agency does not wish to participate in the STC program any longer, all equipment are to be returned to the STC Program Office within 30 days.
9. STC Sub-Partner will immediately notify the STC San Francisco Bay Area PMO should STC provided equipment be transferred to other employees in order to maintain an accurate inventory list.
10. The STC Sub-Partner agree to reasonably participate and host training exercises providing both sufficient personnel and equipment as determined necessary by the San Francisco Bay Area PMO.

11. The STC Sub-Partner agrees to comply with STC San Francisco Bay Area PMO guidelines regarding documentation and submission requirements for reimbursement for training and exercise participation in furtherance of the STC Program.
12. Any amendments to this agreement must be in writing and signed by authorized representatives of the parties.
13. This agreement will remain in effect from the date each STC Sub- Partner's authorized representative executes the Agreement, unless terminated by either party within 30 days of written notification. If an STC Regional Partner requests to opt out of this Agreement, any equipment received or purchased through the STC Program shall be returned to STC San Francisco Bay Area for redistribution among the remaining STC Partners.

IN **WITNESS WHEREOF**, the parties hereto have executed this agreement on the dates appearing opposite their respective signatures.

CITY OF FRESNO,
A California municipal corporation

SECURING THE CITIES SAN FRANCISCO BAY AREA

By: _____
Billy P. Alcorn
Fire Chief

By: _____
Matt Devine
STC Program Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

REVIEWED BY:

By: _____
Daniel E Casas
Senior Deputy City Attorney

Date

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

Date

Addresses:
CITY: Fresno Fire Department
Attention: Christy Cronin
Sr. Management Analyst
911 H Street
Fresno, CA 93721
Phone: (559) 621-4009
E-mail: christina.cronin@fresno.gov

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