

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: _____
Amend No. _____

Date prepared: May 6, 2010

Council Meeting Date: June 1, 2010

TO: Carl Swenson, City Manager

THROUGH: Susan K. Thorpe, Deputy City Manager *SKT*

FROM: Thomas Solberg, Fire Chief *TS*

SUBJECT: Memorandum of Understanding (MOU) between the City of Peoria and the Arizona Department of Public Safety (DPS Contract No. 2010-055) to establish connectivity to the Arizona Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems and enhance the ACTIC TLO Program.

RECOMMENDATION: That the Mayor and Council approve a Memorandum of Understanding (MOU) between the City of Peoria and the Arizona Department of Public Safety (DPS Contract No. 2010-055) to establish connectivity to the Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems and enhance the ACTIC TLO Program intelligence collection and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism.

SUMMARY: The City of Peoria Fire and Police Departments have partnered with the state of Arizona ACTIC TLO program since 2006. The program was initially established with Homeland Security Grant funding and continues to receive ongoing sustainment funding annually. Previously, both Police and Fire entered into individual MOUs for their respective departments and would renew them accordingly. The MOUs were up for renewal this year and in an effort to gain efficiencies, the departments in conjunction with ACTIC developed a joint MOU with the City of Peoria to reflect both Police and Fire Department participation. The purpose of this agreement is to assign sworn police and fire personnel to assist in enhancing domestic preparedness in CBRNE response services concerning the activities of terrorism, through the cooperative efforts of the City of Peoria and the State of Arizona Department of Public Safety. All participating TLOs

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

are appropriately trained and certified. This MOU shall become effective upon the final signatures of two originals by both parties and will remain in effect until either party submits a 30 day written notice to terminate to the other party.

FISCAL NOTE: Not applicable, all costs associated with the TLO programs are accounted for in each respective department's operating budget or through grant sustainment funding.

ATTACHMENT: 2 original - Memorandum of Understanding (MOU) for TLO Level C (Connectivity) DPS Contract NO. 2010-055

CONTACT: Kimberly Drabik, Management Analyst
623/773-7934

MEMORANDUM OF UNDERSTANDING (MOU)
for TLO LEVEL C (CONNECTIVITY)
between
THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM
and
CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION

I. Purpose:

This MOU is to establish connectivity to the Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems by the City of Peoria, an Arizona municipal corporation to enhance the ACTIC Terrorism Liaison Officer (TLO) Program intelligence collection and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism.

II. Authority:

DPS ACTIC is authorized and empowered to enter into this MOU pursuant to A.R.S. § 41-1713 and the City of Peoria, an Arizona municipal corporation is authorized and empowered pursuant to Charter of the City of Peoria, Art. 1, Sec. 3(15).

III. Agreement:

The City of Peoria, an Arizona municipal corporation agrees to assign a sworn police officer, sworn fire fighter or law enforcement analyst who has been authorized by the City of Peoria, an Arizona municipal corporation to respond as needed in support of the City of Peoria, an Arizona municipal corporation and/or Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC) in accordance to the provisions of this MOU. The City of Peoria, an Arizona municipal corporation agrees to provide equipment (as referenced in section IV Equipment) and pay for all personnel expenses, salary and benefits related to participation in this program. Prior to receiving connectivity to ACTIC Terrorism Liaison Officer (TLO) systems, the TLO must successfully complete TLO training coordinated by DPS ACTIC. A person who successfully completes the training is classified as a certified TLO.

For the duration of the TLO's assignment, the certified TLO will perform TLO tasks as related to the purpose of this MOU. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness and any of the activities listed in Exhibit A the TLO Weekly Timesheet. The TLO must submit a TLO weekly timesheet to DPS ACTIC documenting work relating to the purpose of this MOU. TLOs are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC Terrorism Liaison Officer (TLO) Program.

IV. Equipment

The equipment provided by the City of Peoria, an Arizona municipal corporation and assigned to said certified TLO shall be in compliance with the equipment list approved by the ACTIC Commander. Equipment shall remain in the custody of the City of Peoria, an Arizona municipal corporation for use by the certified TLO pursuant to this MOU.

All provided and assigned equipment issued to a certified TLO pursuant to this MOU will be maintained in good working order by the City of Peoria, an Arizona municipal corporation. Equipment issued to a TLO shall only be used and accessed by the certified TLO having connectivity to DPS ACTIC Information Technology (IT) systems. Computer equipment and software used in this program will be specified by the DPS ACTIC Information Technology (IT) section in accordance with current ACTIC IT standards. DPS ACTIC will maintain control of the administrative rights of the computer in order to ensure system stability and security. All changes and/or modifications to said computer will require DPS ACTIC IT approval. In the event that equipment is damaged, lost, or no longer operative, the City of Peoria, an Arizona municipal corporation will be responsible for all expenses regarding replacement or repair. In the event the equipment is stolen the City of Peoria, an Arizona municipal corporation must immediately notify the ACTIC Watch Center, (602) 644-5805, of the loss.

V. Reimbursement for Travel Expenses

The City of Peoria, an Arizona municipal corporation is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Effective Date/Duration

This MOU shall become effective upon the final signatures on each of two (2) originals by both parties. This MOU shall remain in effect until such time that either party submits a 30-day written notice to terminate this MOU to the other party. Any modification of this MOU shall be by written amendment executed by the governing bodies of both parties.

This MOU replaces any and all previous MOUs regarding TLO Level C (Connectivity) participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

VII. Termination/Cancellation

Either party may terminate this MOU for convenience or cause upon thirty (30) days written notice to the other party.

Any notice required to be given under this MOU will be provided by mail to:

DPS	City of Peoria
Commander of DPS Intelligence Bureau	Peoria Fire Department
Arizona Counter Terrorism Center	Deputy Chief Stacy A. Irvine
P.O. Box 6638 – MD 3900	8401 W. Monroe Street
Phoenix, Arizona 85005-6638	Peoria, Arizona 85345

VIII. Recordkeeping

All records regarding this MOU, including officer's weekly TLO timesheets, must be retained for five (5) years in compliance with A.R. S. § 35-214, entitled Inspection and Audit of Contract Provisions.

IX. Fees

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this MOU.

X. Worker's Compensation Benefits

Pursuant to A.R.S. § 23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this MOU shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

XI. Jurisdiction

The accepts the responsibility to respond to all CBRNE and suspected terrorism related incidents in its jurisdiction and notify DPS ACTIC as soon as possible, and in accordance with the City of Peoria, an Arizona municipal corporation emergency response guidelines and Department of Homeland Security (DHS) guidelines.

XII. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

XIZII. Non-Availability of Funds

This MOU shall be subject to available funding, and nothing in this MOU shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this MOU.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

City of Peoria, an Arizona municipal corporation

By: 
Colonel Robert C. Halliday, Director
Arizona Department of Public Safety

By: _____
Bob Barrett, Mayor

Date: 3-24-10

Date: _____

Approved as to Form:

Approved as to Form:


Assistant Attorney General

Stephen M. Kemp, City Attorney

Date: 3/19/10

Date: _____

Attested:

Mary Jo Waddell, City Clerk

Date: _____

