

20

NOV 19 2009



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Where Values Make The Difference

MEMORANDUM Fire Department

DATE: NOVEMBER 19, 2009

TO: MAYOR AND COUNCIL

THRU: b^o W. MARK PENTZ, CITY MANAGER RD
 RICH DLUGAS, ASSISTANT CITY MANAGER RD
 JEFF CLARK, FIRE CHIEF RD

FROM: ROB MCLEOD, BATTALION CHIEF ^{RM}

SUBJECT: TERRORISM LIAISON OFFICER PROGRAM MOU

RECOMMENDATION:

Recommend approving a Memorandum of Understanding (MOU) with Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems by the City of Chandler to enhance the ACTIC TLO Program intelligence collection and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism and disaster preparedness.

BACKGROUND:

The City of Chandler has been participating in this program since 2006. The Fire and Police Departments each have a designated TLO. This request represents a renewal to the first contract previously adopted by the City Council on October 26, 2006. The TLO program was designed to be a statewide-interconnected program of designated Law Enforcement Officers, Fire Department Command Personnel, and Public and Private Sector Security Personnel trained by Terrorism Liaison Units (TLU) out of the Arizona Counter-Terrorism Center (AcTIC). The TLO's primary responsibilities are to assist their communities and the State's anti-terrorism activities through liaison activities between their local jurisdictions and the AcTIC, and through the performance of Threat Assessments (TVAs) on critical infrastructure and key assets both within their home jurisdiction and throughout the State. The TLO program is key to assisting local jurisdictions in improving their target hardening goals, ability to obtain and distribute information, and to partner with the Homeland Security Community. Each Central Region City, including Chandler, have been given two "Level A" TLO positions.

FINANCIAL IMPLICATIONS:

Each TLO is expected to dedicate 40 hours per month to the program one in fire and one in police. Further, TVAs have the potential of qualifying Chandler's key assets and critical

infrastructure for Homeland Security Grant Funds that could assist them in their protection efforts. These Assessments also assist the City of Chandler in our own emergency preparedness and planning.

PROPOSED MOTION:

Recommends approving a Memorandum of Understanding (MOU) with Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems by the City of Chandler to enhance the city's Emergency Preparedness and support the ACTIC TLO Program intelligence collection and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism or disasters.

**MEMORANDUM OF UNDERSTANDING (MOU)
for TLO LEVEL C (CONNECTIVITY)**

between

**THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM**

and

THE CITY OF CHANDLER

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 Chandler 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 City of Chandler is authorized and empowered pursuant to City of Chandler.

III. Agreement:

The City of Chandler agrees to assign a sworn police officer, sworn fire fighter or law enforcement analyst who has been authorized by City of Chandler to respond as needed in support of the City of Chandler and/or Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC) in accordance to the provisions of this MOU. The City of Chandler 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 Chandler 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 Chandler 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 City of Chandler. 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 Chandler will be responsible for all expenses regarding replacement or repair. In the event the equipment is stolen the City of Chandler must immediately notify the ACTIC Watch Center, (602) 644-5805, of the loss.

V. Reimbursement for Travel Expenses

City of Chandler 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

Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

City of Chandler Fire Department

Fire Chief
221 E. Boston Street
Chandler, AZ, 85225

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 City of Chandler 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 Chandler 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.

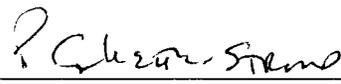
XIZII. Non-Availability of Funds

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 Chandler

By: 
Roger Vanderpool, Director
Arizona Department of Public Safety

By: _____
Boyd W. Dunn, Mayor
City of Chandler

Date: 10/1/09

Date: _____

Approved as to Form:

Approved as to Form:


Assistant Attorney General


Mary Wade
City Attorney

Date: 9/29/09

Date: _____

