

ERIC GARCETTI
MAYOR

October 2, 2013

Honorable Members of the City Council
c/o City Clerk
Room 395, City Hall

Re: Acceptance of the Fiscal Year 2012 and Fiscal Year 2013 Securing the Cities (STC) Grant

Dear Honorable Members:

Transmitted herewith for consideration by the City Council is a request to accept \$11,400,000 in direct and non-monetary assistance from the U.S. Department of Homeland Security Domestic Nuclear Detection Office for the Securing the Cities grant Fiscal Year 2012 in the amount of \$1,500,000 and Fiscal Year 2013 in the amount of \$9,900,000.

On July 23, 2012, the Mayor's Office of Homeland Security and Public Safety (HSPS) submitted a competitive grant application to the U.S. Department of Homeland Security (DHS) Domestic Nuclear Detection Office (DNDO) for the Fiscal Year 2012 Securing the Cities (FY12 STC) program. The application requested a total allocation to the City of Los Angeles of \$1,000,000 for the period of January 1, 2013 to December 31, 2013. This represents the first year of a five year grant of which the region is eligible to receive up to \$30 million. The grant is a five year program ending that requires an annual re-application to qualify for the following year's funding. The City of Los Angeles was eligible to apply on behalf of the Los Angeles/Long Beach Urban Area (LA/LB UA) for this program because it was previously identified as a Tier 1 region under the Urban Area Security Initiative (UASI) program.

The City of Los Angeles was notified of the award for the first year in the amount of \$1,500,000 which includes \$500,000 in non-monetary support on October 15, 2012. Non-monetary assistance is identified as costs associated with training through the National Nuclear Security Administration (NNSA), Counter Terrorism Operations Support (CTOS).

A grant application for the second year of the grant was submitted by HSPS to the DHS DNDO for the Fiscal Year 2013 Securing the Cities (FY13 STC) program on June 28, 2013. The application requested a total allocation to the City of Los Angeles of \$8,900,000 for the grant performance period of July 15, 2013 to July 14, 2014. On July 31, 2013, the DHS notified HSPS of the second year's award in the amount of \$9,900,000, which includes \$8,900,000 in direct assistance and \$1,000,000 in non-monetary assistance.

Carry-over funding from FY12 to FY13 is allowed by the grantor and the total amount of funding is \$9,900,000 in direct funding and \$1,500,000 in non-monetary assistance for a total budget of \$11,400,000. There is no general fund match requirement for this grant.

Program Year	Direct Funding	Non-Monetary Contribution	Total
FY 2012 STC	\$1,000,000	\$500,000	\$1,500,000
FY 2013 STC	\$8,900,000	\$1,000,000	\$9,900,000
	\$9,900,000	\$1,500,000	\$11,400,000

Background

The purpose of the STC program is to prevent nuclear attacks by detecting and interdicting nuclear materials that are out of regulatory control and may be used as a weapon. All UASI Tier 1 regions were eligible for the STC grant, a five-year program renewed yearly. The LA/LB UA competed against seven regions during the application process, including Boston, Chicago, Dallas/Fort Worth, Houston, Philadelphia, San Diego, and Washington, D.C.

The Los Angeles Area Securing the Cities (LA STC) program will coordinate and integrate nuclear detection and interdiction of nuclear materials in the Los Angeles region to enhance training and equipment sharing capabilities. The LA/LB UA invited regional primary participants, including law enforcement, fire, public health, transit, and maritime organizations, to encompass all regional radiological and nuclear detection mission areas as partner agencies. The LA STC program primary participants are: Los Angeles Police Department (LAPD), Los Angeles Fire Department (LAFD), Los Angeles Port Police (POLA), Los Angeles World Airports (LAWA) Police Division, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, Los Angeles County Department of Public Health, Long Beach Police Department, Orange County Sheriff's Department, and the California Highway Patrol. The Mayor's Office of Homeland Security and Public Safety will serve as the lead agency and program administrator for the LA STC program.

The LA STC Program has three main goals: (1) to enhance regional capabilities to detect, identify and interdict nuclear materials that are out of regulatory control; (2) to

guide the coordination of federal, state, and local agencies in their roles as defined by the Global Nuclear Detection Architecture; and (3) to encourage participants to sustain nuclear detection programs over time.

In order to meet these goals the LA STC Program has developed the following strategy which includes: training, technical support, exercises, capability development, and increased connectivity between all levels of government. The following objectives will be accomplished:

- Identify resources and other elements needed to establish a radiological and nuclear detection program;
- Recommend strategies for implementing coordinated operations with regional partners via the development of protocols or an operations plan;
- Purchase, distribute and track preventive radiological and nuclear detection (PRND) equipment;
- Increase radiological and nuclear detection training and exercise capabilities;
- Expand data collection and data sharing capabilities;
- Train regional public safety personnel in radiological and nuclear awareness and the use of personal radiation detection equipment through Counter Terrorism Operations Support (CTOS) delivered courses;
- Develop secondary screening (enhanced steady state) teams for deployments with necessary equipment to identify potential illicit source materials and to conduct reachback capabilities;
- Conduct in-service drills and inspections, tabletop workshops and exercises related to radiological/nuclear detection to establish a level of operational readiness; and
- Establish the Southern California Radiological Intake Center (SCRIC), housed at LAPD Real-Time Analysis and Critical Response (RACR) Division, as the central location for LA STC principal agencies to disseminate alarm activation notifications, track regional radiological/nuclear incidents, dispatch and call out secondary screening response teams to adjudicate radiological hits, conduct reachback procedures and assist partner agencies through the intake process.

Los Angeles Securing the Cities (LA STC) Program Areas

Equipment

The LA STC program will purchase preventive radiological and nuclear detection (PRND) equipment in order to enhance the region's ability to locate and identify illicit radiological and nuclear materials that may be considered a threat to public health and safety including personal radiation detectors (PRDs), radiological detection backpacks, radiation isotope identifying devices (RIIDs) and mobile detection systems.

The overall equipment budget for the LA STC program for FY12 and FY13 is \$7,375,761. Based on input and assessments from LA STC partner agencies, the following equipment numbers have been agreed upon as necessary to allow the LA area to build their capabilities in this field. The Mayor's Office will purchase equipment on behalf of the region that is essential to the building and sustainment of the region's capacity for detecting radiological and nuclear materials. Of the total amount, \$58,500 is budgeted to procure and purchase 39 PRDs as training aides for the cadre of training instructors. Additionally, \$7,140,000 is budgeted to purchase 2,223 PRDs, 10 underwater PRDs, 21 RIIDs, 16 mobile detection systems, 12 radiological detection backpacks for first responders including equipment maintenance and calibration tracking system. The Department of Energy (DOE) Triage Center provides radiological resources, capabilities and support for the LA STC program. In order to enhance the region's capabilities to reachback to the DOE Triage Center, 10 secondary screening laptop computers will be purchased for this purpose. The Mayor's Office will procure and purchase all equipment items and schedule equipment trainings for responders throughout the five-year grant.

Of the total equipment budget, \$160,861 will be used to establish a dedicated LA STC command and control center at LAPD RACR Division which will be called the Southern California Radiological Intake Center (SCRIC). RACR Division will serve as the information gathering and intelligence sharing center for the LA STC and as such, will be equipped with items, such as new servers, related hardware and software, to increase its current technical capacity and infrastructure. All regional partners are supportive of the inclusion of LAPD RACR in the STC Program. There are no additional costs to RACR for participation.

To build the capacity of five existing training centers, \$6,400 is budgeted and will be utilized for all LA STC program training. These training centers are strategically located to be convenient for training personnel attending from throughout the region. The training centers will be equipped with nuclear detection equipment and computer technology necessary for first responder training and DOE reachback capabilities.

Training

A total of \$2,128,000 is budgeted to support backfill and overtime for all LA STC trainings. In order to develop regional detection capabilities, first responders must be trained on the use of nuclear and radiological detection equipment prior to being deployed in the field. To achieve this, the LA STC primary partners assessed the need for a cadre of 60 subject matter experts (SMEs) to be trained through a train-the-trainer program. A budget amount of \$378,000 is allocated to support the backfill and overtime costs associated with training this cadre of 60 multi-disciplined trainers.

The training cadre will train 2,300 regional first responders, from multiple disciplines in the Los Angeles area, in radiological/nuclear detection and follow-up/refresher courses as necessary. Trained personnel will also participate in drills and exercises to validate their knowledge and skills. Of the total training budget, \$1,750,000 will support the backfill and overtime for training and exercises of the 2,300 first responders. LA STC primary partner agencies will be reimbursed for backfill and overtime costs incurred for the training attendance of the training cadre and first responders over the course of the grant as follows:

Agency	Total
Los Angeles Police Department	\$369,600
Los Angeles Fire Department	\$64,400
Los Angeles World Airport Police	\$287,000
Port of Los Angeles Police	\$88,900
Los Angeles County Sheriff's Department	\$240,100
Los Angeles County Fire	\$64,400
Los Angeles County Department of Public Health	\$56,700
Orange County Sheriff's Department	\$360,500
Long Beach Police Department	\$264,600
California Highway Patrol	\$331,800
Total	\$2,128,000

Contractual Services

The Mayor's Office will release a formal request for proposal (RFP) to hire an exercise planning consultant to develop a LA STC Radiological Nuclear Detection (RND) Tabletop, Functional and Full-Scale Exercise Program. This exercise program will enable the participating principal partners to exercise their radiological/nuclear detection capabilities to validate training and operational readiness and extends into the program's second year. A total of \$161,527 is budgeted for contractual services.

Domestic Nuclear Detection Office (DNDO) Non-Monetary Contribution

As mentioned above, the DNDO will contribute indirect funding for training and other technical support in the amount of \$1,500,000 total. This non-monetary assistance is for training given to personnel through the National Nuclear Security Administration (NNSA) CTOS training group, as well as providing training materials and other equipment that DNDO will fund directly to CTOS.

Grant Management and Administration

The grant management and administration budget totals \$244,712. The grantor requires a full-time Program Manager and a Contract Specialist to handle the day-to-day operations of the LA STC Program. Budgeted salaries and fringe totals \$221,788. The grant management and administration budget also includes \$7,700 in costs

associated with travel to obtain best practices and lessons learned from the STC pilot program, \$5,224 for supplies and \$10,000 budgeted for licensing of the LA STC program's needs.

RECOMMENDATIONS

I, THEREFORE, REQUEST that the City Council:

1. **AUTHORIZE** the Mayor, or his designee, to:
 - a. Accept on behalf of the City, the Fiscal Year 2012 Securing the Cities (FY12 STC) grant in the amount of \$1,500,000 from the United States Department of Homeland Security Domestic Nuclear Detection Office for a performance period of January 1, 2013 to December 31, 2013;
 - b. Accept on behalf of the City, the Fiscal Year 2013 Securing the Cities (FY13 STC) grant in the amount of \$9,900,000 from the United States Department of Homeland Security Domestic Nuclear Detection Office for a performance period of July 15, 2013 to July 14, 2014;
 - c. Submit to the grantor on behalf of the City, requests for drawdown of funds for payment or reimbursements of City and partner jurisdiction funds expended for approved grant purposes;
 - d. Execute the Grant Award Agreements on behalf of the City and submit any other necessary agreements and documents relative to the FY12 STC and FY13 STC grant awards, subject to the approval of the City Attorney as to form and legality;
 - e. Approve the Memorandum of Understanding (MOU) for the STC Program in a form substantially similar to that attached in Attachment 4 hereto between the City of Los Angeles and the LA STC Primary Participants including the Los Angeles County Sheriff's Department, the Los Angeles County Fire Department, the Los Angeles County Department of Public Health, the Long Beach Police Department, the Orange County Sheriff's Department, the California Highway Patrol, the Los Angeles World Airports Police Department, the Los Angeles Port Police Department, the Los Angeles Police Department and the Los Angeles Fire Department, for a term commencing on the date of execution of the MOU and ending no later than September 14, 2017, and authorize the Mayor, or designee, to

execute such MOU, subject to the approval of the City Attorney as to form and legality;

- f. Execute subrecipient agreements, subject to the approval of the City Attorney as to form and legality, for the distribution of STC Grant funds in accordance with the budget allocations for FY12 and FY13 as approved by the Grantor and as set forth in Attachment 5, for a term of up to 59 months but ending no later than September 14, 2017 with the following LA STC Primary Participants: Los Angeles County, City of Long Beach, Orange County and the California Highway Patrol;
 - g. Execute Memorandum of Agreements, subject to the approval of the City Attorney as to form and legality, for the distribution of STC Grant funds in accordance with the budget allocations for FY12 and FY13 as approved by the Grantor and as set forth in Attachment 5, for a term of up to 59 months but ending no later than September 14, 2017 with the following LA STC Primary Participants: the Port of Los Angeles (POLA) and Los Angeles World Airports (LAWA);
 - h. Negotiate and execute a contract between the City of Los Angeles and a consultant(s) for a term of up to 12 months within the applicable grant performance period, not to exceed \$161,527, subject to the approval of the City Attorney as to form and legality;
 - i. With the assistance of General Managers of affected City Departments, to release requests for proposals, evaluate proposals, and negotiate contracts for the purchase of approved equipment and training including consulting services, as detailed in the FY12 STC and FY13 STC budgets;
 - j. Receive, deposit into, and disburse from the new FY12 STC and FY13 STC grant fund;
2. **ADOPT** the FY12 STC and FY13 STC grant budgets and authorize the Mayor's Office of Homeland Security and Public Safety to expend the grants in accordance with the approved budgets;
3. **AUTHORIZE** the Controller to:
- a. Establish a new interest-bearing fund, entitled FY12 and FY13 Securing the Cities, create a receivable in this new fund in the amount of \$9,900,000, and create new Appropriation Accounts within the new Fund XXX, Department 46 as follows:

Appropriation

Account Number	Account Name	Amount
46K304	Contractual Services	\$161,527
46K730	Equipment	\$7,365,761
46K170	LAPD Salaries	\$369,600
46K138	LAFD Salaries	\$64,400
46K904	LAWA	\$287,000
46K942	POLA	\$88,900
46K668	Partner Jurisdictions	\$1,318,100
46K146	Mayor's Office Salaries	\$163,887
46K299	Related Costs	\$57,901
46K946	Management and Administration	\$22,924
Total		\$9,900,000

- b. Transfer appropriations from the FY12 and FY13 STC Grant Fund No. XXX, Department 46, to the General Fund to reimburse the General Fund for FY12 and FY13 STC as follows:

TRANSFER FROM:

Fund	Dept.	Acct.	Title	Amount
XXX	46	46K146	Mayor's Office Salaries	\$163,887
XXX	46	46K170	LAPD Salaries	\$369,600
XXX	46	46K138	LAFD Salaries	\$64,400
Total				\$597,887

TRANSFER TO:

Fund	Dept.	Acct.	Title	Amount
100	46	1020	Grant Reimbursed Salaries	\$163,887
100	70	1092	Salaries, Overtime	\$369,600
100	38	1098	Overtime Variable Staffing	\$64,400
Total				\$597,887

- c. Transfer up to \$57,901 from Fund XXX, Account 46K299 to the General Fund 100/46, Revenue Source 5346, for reimbursement of grant funded fringe benefits;

Honorable Members of the City Council
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- d. Expend and receive funds upon presentation of documentation and proper demand by the Mayor's Office of Homeland Security and Public Safety to reimburse the City and partner jurisdictions for approved FY12 and FY13 STC grant expenditures;
 - e. Transfer cash from Fund XXX, Department 46 to reimburse the General Fund, on an as-needed basis, upon presentation of proper documentation from the Los Angeles Police Department, Los Angeles Fire Department, Los Angeles World Airports, Port of Los Angeles and the Office of the Mayor, subject to the approval of the Mayor's Office of Homeland Security and Public Safety; and
4. **AUTHORIZE** the Mayor, or designee, to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and authorize the Controller to implement the instructions.

Sincerely,



ERIC GARCETTI
Mayor

EG:jpb:et

Attachments:

- 1 Fiscal Year 2012 Award Letter
- 2 Fiscal Year 2013 Award Letter
- 3 Fiscal Year 2012/2013 Abstract
- 4 STC Primary Participants Memorandum of Understanding
- 5 FY12 & FY13 STC Primary Participants Budget Allocations

U.S. Department of Homeland
Security
Washington, DC 20528



Homeland
Security

October 16, 2012

Eileen Decker
Deputy Mayor
City of Los Angeles, Mayors Office
200 N. Spring Street
Room 300
Los Angeles, CA 90012

RE: Agreement Number: 2012-DN-106-000001

Dear Deputy Mayor Decker:

I am pleased to inform you that the Department of Homeland Security (DHS) has approved your application for a cooperative agreement award. Your application was received under announcement number DHS-12-DNDO-106-001, "Securing the Cities Program". Your application was awarded in the amount of \$1,500,000. Enclosed, please find the Cooperative Agreement Award document.

This award will enable State and local jurisdictions in the Los Angeles (LA) region to provide the ability for all regional stakeholders to implement regional preventive radiological and nuclear detection (PRND) operational capabilities to reduce risk along roadway, light and heavy rail, and maritime pathways. It will provide assistance that will allow regional stakeholders to acquire equipment, training, and support (e.g., workshops) to further the PRND mission in the LA Region.

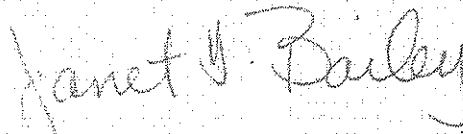
In addition to the General Terms and Conditions, please note Terms and Conditions specific to this Award under Article I.

Enclosed, please find the Cooperative Agreement Award document. We are requiring a counter-signature on the award document, to demonstrate acceptance of the award. Please counter-sign below, date and return the original it to me at:

Janet T. Bailey
MGMT OPO Stop 0115
Department of Homeland Security
245 Murray Lane, SW
Washington, DC 20528-00115

If you have questions concerning this award, please contact Janet Bailey at 202-447-0362 or janet.bailey@dhs.gov.

Sincerely,



Janet T. Bailey, Grants Officer
Grants and Financial Assistance Division
Office of Procurement Operations
Office of the Chief Procurement Officer

Enclosures

cc (via email): Alisa.Finsten@lacity.org
Eileen.Decker@lacity.org

The Department of Homeland Security (DHS) has approved City of Los Angeles Mayor's Office application for a cooperative agreement award. The application was received under announcement number DHS-12-DNDO-106-001, "Securing the Cities Program".

The City of Los Angeles Mayor's Office accepts the award in the amount of \$1,500,000 for grant award number 2012-DN-106-000001.

Eileen Decker, Deputy Mayor

Date

U.S. Department of Homeland
Security
Washington, DC 20528



Homeland
Security

July 25, 2013

Eileen Decker
Deputy Mayor
City of Los Angeles, Mayors Office
200 N. Spring Street
Room 300
Los Angeles, CA 90012

RE: Agreement Number: 2012-DN-106-000001-02

Dear Deputy Mayor Decker:

I am pleased to inform you that the Department of Homeland Security (DHS) has approved your application for a cooperative agreement award. Your application was received under announcement number DHS-13-DNDO-106-001, "Securing the Cities Program". Your application was awarded in the amount of \$9,900,000. Enclosed, please find the Cooperative Agreement Award document.

This award will enable the City of Los Angeles Mayor's Office to provide regional partners radiological and nuclear detection operational capabilities to reduce risk along roadway, light and heavy rail, and maritime pathways. It will provide assistance that will allow regional stakeholders to acquire equipment, training, and support to further the PRND mission in the LA Region.

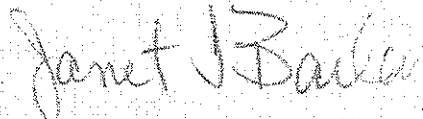
In addition to the General Terms and Conditions, please note Terms and Conditions specific to this Award under Article I.

Enclosed, please find the Cooperative Agreement Award document. We are requiring a counter-signature on the award document, to demonstrate acceptance of the award. Please counter-sign below, date and return the original it to me at:

Janet T. Bailey
MGMT OPO Stop 0115
Department of Homeland Security
245 Murray Lane, SW
Washington, DC 20528-00115

If you have questions concerning this award, please contact Janet Bailey at 202-447-0362 or janet.bailey@dhs.gov.

Sincerely,



Janet T. Bailey, Grants Officer
Grants and Financial Assistance Division
Office of Procurement Operations
Office of the Chief Procurement Officer

Enclosures

cc (via email): John.Benedetti@lacity.org
Alisa.Finsten@lacity.org
Eileen.Decker@lacity.org

The Department of Homeland Security (DHS) has approved City of Los Angeles Mayor's Office application for a cooperative agreement award. The application was received under announcement number DHS-13-DNDO-106-001, "Securing the Cities Program".

The City of Los Angeles Mayor's Office accepts the award in the amount of \$9,900,000 for grant award number 2012-DN-106-000001-02.

Eileen Decker, Deputy Mayor

Date

LOS ANGELES SECURING THE CITIES ABSTRACT

Under the Securing the Cities (STC) Program, the Domestic Nuclear Detection Office (DNDO) assists high risk urban areas to develop and enhance existing operating capabilities to detect and report the presence of radiological and nuclear materials that are out of regulatory control. The Los Angeles region is seeking to develop a robust radiological and nuclear regional architecture that is consistent and coordinated with state and federal nuclear detection architectures. The architecture will be comprised of several key elements including awareness of radiological and nuclear threats, multi-layered structures of detection systems, a well-defined and carefully coordinated network of inter-related support and information systems, and formal guidance to govern it. To support the planning phase, the Los Angeles Securing the Cities (LA STC) Program will create a long-term sustainability plan to continue the program over time.

The Los Angeles region is an ideal location to pilot the second Securing the Cities (STC) Program. Because of the unique complexity of the Los Angeles region and its diverse geographical make-up, it is critical to link these programs under a common operating framework to maximize program effectiveness and to enhance opportunities to detect and interdict potential threats. The LA STC is proposing to develop a radiological and nuclear detection and interdiction strategy that leverages all partner resources and enables all eleven principal participants to access data and real time information and intelligence under a single nuclear detection mission. The region recognizes that our greatest need is to integrate our disparate systems into one comprehensive concept of operation that can be fully implemented by all partners. The entire LA STC program process will be well documented and include accountability measures throughout the life cycle of the grant. We believe the LA region is capable of developing strategies which can be replicable in other cities across the country.

The City of Los Angeles Mayor's Office will oversee and coordinate the LA STC Program and serve as the lead agency over the ten principal participants representing law enforcement agencies, fire services, radiation health agencies, regional transit authorities and maritime agencies. The LA Mayor's Office and the ten principal participants of the LA STC Program have the capacity and prior experience to implement the program. All have worked together with state and federal agencies on Department of Homeland Security (DHS) planning initiatives. These agencies will be able to develop and deliver the STC strategic plan and CONOPS in an efficient and cost-effective manner as the administrative infrastructure is already in place. Moreover, as a Tier 1 UASI Region, this area has a robust governance structure in place for effective decision-making, which will ensure a seamless and sustainable program implementation.

Each of the eleven principal participants plan to support the STC Project beyond the five year grant period by remaining actively engaged in the ongoing Working Group. The principal participants will incorporate any future costs of this critical radiological/nuclear prevention and interdiction strategy into their municipal budgets and seek out supplemental funding from local public-private partnerships, such as police and fire department foundations.

**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 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 the Los Angeles/Long Beach UASI Region. This MOU shall be made binding by and among the Principal Partners and any future Expansion Partners (as such term is defined in Section II of this MOU) by a duly executed agreement by the Principal Partners and the Expansion Partner so desiring to be bound (the Principal Partners and the Expansions 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 Los Angeles/Long Beach Urban Area ("LA/LB UA") Securing the Cities ("STC") Program. The STC Program is a regional effort geared towards enhancing radiological and nuclear detection and interdiction ("PRND") capabilities in the LA/LB UA region. The LA/LB UA STC Program is funded by the Securing the Cities Program Grant ("Grant") from the United States Department of Homeland Security Domestic Nuclear Detection Office ("Grantor"). The Grant is awarded to the City of Los Angeles Mayor's Office to assist Participants in acquiring equipment, training and support to enhance PRND capabilities in the LA/LB UA region. 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

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

1. The Principal Partners 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 Port Police Department ("LAPP"), 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 County of Los Angeles Fire Department ("LACFD") and the County of Los Angeles Public Health Department ("LACPHD").

2. An Expansion Partner shall be any public safety agency other than a Principal Partner that becomes a Participant in the STC Program for the LA/LB UA region. The inclusion of any such public agency as a Participant in the STC Program shall be conditioned on: (a) Sponsorship of such agency by a Principal Partner for consideration of inclusion, (b) the affirmative vote for inclusion of a majority of the STC Working Group (as such term is defined below), (c) the approval for inclusion by the LA/LB UASI Approval Authority, and (d) the execution of an agreement by such public agency to be bound by the terms and conditions of this MOU.
3. Each Participant shall designate an authorized representative 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 every two weeks. Such authorized representatives shall be sworn or non-sworn employees of the Participant.
4. Each Participant shall have the benefit of participating in regional 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 and policies and procedures as may be set forth by the Working Group.
5. 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 radiological and nuclear detection program in the LA/LB UA region.

- b. Developing and drafting protocols, procedures, plans, and concept of operations for coordinated operations and responses to a radiological and nuclear incident in the LA/LB UA.
 - 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 in the LA/LB UA and the Orange County region.
 - d. Completing any required training and exercises necessary to participating in the STC Program.
 - e. Developing and implementing a baseline preventative radiological and nuclear prevention and detection ("PRND") program for reporting and operational capabilities within the LA/LB UA.
 - f. Complying with any mutual aid agreements as may be agreed to by Participants and working with established partnerships between Federal, State and local agencies to support coordinated PRND operations and mutual aid.
 - g. Assisting in the establishment of a dedicated STC command and control center at the LAPD's Real-Time Analysis and Critical Response Division ("RACR").
 - h. Deploying equipment as necessary to enhance PRND capabilities.
 - i. Expanding data collection and sharing capabilities in the LA/LB UA region and between Federal, State and local agencies.
 - j. Participating in any Subcommittees of the STC Program.
 - k. Creating and participating in a long-term sustainability plan to continue the STC Program in support of the Global Nuclear Detection Architecture ("GNDA").
6. Participants, as members of the STC Program, shall make specific recommendations regarding the adoption of any plans, policies or procedures regarding the STC Program to

the Working Group but shall not have the power to adopt such plans, policies or procedures for the LA/LB UA or the STC Program. Any such recommendations shall be submitted to the Working Group for consideration and, if approved by a majority of the Working Group members, shall be submitted to the LA/LB UASI Approval Authority for final consideration and adoption by the STC Program. Each Participant shall adhere to and implement any such plans, policies and procedures so adopted.

B. Working Group

The STC Program Working Group shall be comprised of the Principal Partners. Each Principal Partner shall designate an authorized representative to attend all Working Group meetings and shall make good faith efforts to minimize any absence of its representative at such meetings. Working Group meetings shall occur on an as needed basis. Such authorized representatives shall be sworn or non-sworn employees of the Principal Partner. In addition to its duties as a Participant and as a member of the STC Program, members of the Working Group shall be the sole voting members (other than the LA/LB UASI Approval Authority) of the STC Program. Each Working Group member shall have the following responsibilities, without limitation:

1. Comply with all terms and provisions of the STC Program Working Group Committee and Subcommittee Charter as may be adopted ("Charter").
2. Review all recommendations submitted by STC Program members and Subcommittees and vote to approve and forward such recommendations to the LA/LB UASI Approval Authority.
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. Each Working Group member acknowledges that the following facilities have been so committed: (a) Los Angeles Police Department Valley Bomb Squad Center, (b) Port of Los Angeles Police Department Maritime Law Enforcement Training Center, (c) Orange County Sheriff's Training Center, (d) Los Angeles County Sheriff's Department Training Academy – Sheriff's Training Academy

and Regional Services (STARS) and (e) Long Beach Police Department Training Academy.

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.

C. Fiscal Agent

As the primary applicant and recipient of the Grant, the Mayor's Office 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 the 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 Mayor's Office. 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 the Mayor's Office 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.

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

1. Manage the daily administration of the STC Program and the Grant and assign its personnel as may be necessary for such administration.
2. Submit applications to the Grantor for annual Grant allocations to the STC Program and submit any necessary reports required under the Grant.
3. 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.
4. 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.

5. 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.
6. Conduct periodic inspections and audits of all materials, equipment and other assets acquired with Grant funds.
7. Provide technical guidance to Participants regarding Grant rules and regulations as it pertains to the STC program.
8. Manage the fiscal operations involving Grant funds in accordance with existing Grant and City of Los Angeles rules and regulations.

III. Use of Grant Funds

A. Generally

The Grantor intends to support PRND operations and activities in the LA/LB UA region through a three-phased STC Program by allocating Grant funds on an annual basis to the Mayor's Office for use in the STC Program. The STC Grant performance period is currently contemplated to end on or about September 14, 2017. The Grantor intends to make annual allocations of Grant funds during the Grant performance period. Each Participant shall assist in the development of project objectives and goals which shall be included in annual budgets that form the basis of yearly Grant allocations, and each Participant shall actively participate in achieving such stated objectives and goals.

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 the Mayor's Office as fiscal agent of the Grant, and all other applicable Grant rules and regulations as may be promulgated by the Grantor.

B. Equipment, Training and Exercises

In accordance with Grant regulations, title to any and all equipment and materials acquired with Grant funds ("Equipment") shall vest in the Mayor's Office as the Recipient of Grant funds. Requests to acquire specific Equipment which may be licensed for use by the City to 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 Working Group for approval. The Participant shall have the right to appeal a recommendation of the Subcommittee to the Working Group. All decisions of the Working Group shall be deemed final.

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

Grant reimbursement of Participant costs associated with STC program trainings and exercises shall be limited strictly to backfill and overtime costs directly resulting from Participant's representatives' attendance at such trainings and exercises and based on the respective Participant's current overtime rate based on the classification of its attending representatives ("Overtime Reimbursement").

Prior to the licensing of any Equipment by the City to the Participant or the payment of any Overtime Reimbursement from Grant funds, the Participant agrees to enter into a contract with the City setting forth Participant's and the City's assurances and obligations regarding Overtime Reimbursement and the terms of licensing of the Equipment, which shall include without limitation compliance with all applicable laws, recordkeeping, equipment maintenance standards and reporting requirements in accordance with STC Grant regulations.

IV. Miscellaneous

A. Term, Modification and Withdrawal

The term of this MOU shall commence upon execution of this MOU by all of the Principal Partners and shall expire on the earlier of the termination of the Grant or September 14, 2017. This MOU shall be made binding on each Expansion Partner upon the execution by such Expansion Partner of an agreement to be bound by the terms and conditions 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 such modifications are in writing and signed by an authorized representative of each of the Participants bound by this MOU.

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

B. Confidentiality

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:

1. 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.
2. 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.
3. 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.

4. 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 or witnessed destruction. Magnetic media are to be degaussed or returned to the Mayor's Office.
5. It shall not disclose said information to any third party entity or individual without the express prior written consent of the Mayor's Office and the Grantor.
6. 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.

Any breach of the confidentiality provisions set forth in this section shall subject the breach Participant to investigation and disciplinary action by the Working Group and the LA/LB UASI Approval Authority.

C. Press Releases, Publications, Logos

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

D. Liability and Indemnity

Each party 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 party to this MOU, and nothing in the performance of this MOU shall impose any liability for claims against any of the Participants **other than** claims for which liability may be imposed by the California Tort Claims Act, or claims by the Federal Government for unallowable expenditures of Grant funds or noncompliance with Grant rules and regulations. Each Participant shall be liable to the Mayor's Office, as fiscal agent, for any liability imposed by the Grantor which is related to the Participant's noncompliance of Grant rules and regulations.

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of

said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

<p>THE CITY OF LOS ANGELES Office of Mayor Homeland Security and Public Safety</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>	<p>THE CITY OF LOS ANGELES Los Angeles Police Department</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>
<p>COUNTY OF LOS ANGELES Sheriff's Department</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>	<p>COUNTY OF ORANGE Sheriff's Department</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>
<p>THE PORT OF LOS ANGELES Los Angeles Port Police</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>	<p>THE CITY OF LONG BEACH Long Beach Police Department</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>
<p>THE STATE OF CALIFORNIA California Highway Patrol</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>	<p>LOS ANGELES WORLD AIRPORT LAWA Police Department</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>

<p>THE CITY OF LOS ANGELES Los Angeles Fire Department</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>	<p>THE COUNTY OF LOS ANGELES County Fire Department</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>
<p>THE COUNTY OF LOS ANGELES Department of Public Health</p> <p>By: _____</p> <p>Name/Title: _____</p> <p>Date: _____</p>	

DRAFT

LA STC Training and Exercise Personnel (Backfill and Overtime)								
Agency	Training Cadre		Training		Exercises		Total	
	Personnel	Cost**	Personnel	Cost*	Personnel	Cost*	Personnel	Cost
LAPD	10	\$63,000	400	\$280,000	38	\$26,600	448	\$369,600
LAFD	3	\$18,900	50	\$35,000	15	\$10,500	68	\$64,400
Airport Police	5	\$31,500	350	\$245,000	15	\$10,500	370	\$287,000
Port Police	3	\$18,900	85	\$59,500	15	\$10,500	103	\$88,900
LA County Sheriff's	10	\$63,000	215	\$150,500	38	\$26,600	263	\$240,100
LA County Fire	3	\$18,900	50	\$35,000	15	\$10,500	68	\$64,400
LA County Public Health	3	\$18,900	50	\$35,000	4	\$2,800	57	\$56,700
Orange County Sheriff's	10	\$63,000	400	\$280,000	25	\$17,500	435	\$360,500
Long Beach Police	7	\$44,100	300	\$210,000	15	\$10,500	322	\$264,600
California Highway Patrol	6	\$37,800	400	\$280,000	20	\$14,000	426	\$331,800
	60	\$378,000	2300	\$1,610,000	200	\$140,000	2560	\$2,128,000

**\$700 per person/9 days

*\$700 per person