

Memorandum of Agreement/Understanding (MOA/MOU)
Securing the Cities (STC)

AGREEMENT entered into between the City of Houston, Mayor's Office of Public Safety and Homeland Security ("MOPSHS"), 900 Bagby, Second Floor, Houston, Texas 77002 and the STC Regional Partners identified on the attached signature page, on behalf of Constable, Precinct One, for the acquisition and distribution of goods and services pursuant to the Securing the Cities Program ("STC Program" or "the Program"). This Agreement is a statement of intent, and should not be construed as a legally binding contract between MOPSHS and the STC Regional Partners ("the parties").

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

WHEREAS, MOPSHS has received or expects to receive monetary and non-monetary assistance ("Federal Funding") from the federal government including substantial involvement in the program development; and

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

WHEREAS, MOPSHS and the STC Regional Partners agree to collaborate in the design and operations of STC;

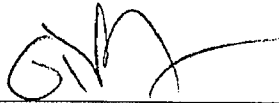
NOW THEREFORE, the parties agree as follows:

1. MOPSHS and the STC Regional Partners 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 personal individual information.

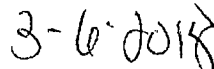
2. MOPSHS agrees to provide operational information and complete all reporting mechanisms pursuant to documenting the implementation and operation of provided equipment, goods, and services.
3. The parties agree to immediately notify and share security information with each other related to deployment, operation of equipment, goods and services pursuant to this agreement.
4. The STC Regional Partners will provide and maintain a primary liaison to MOPSHS including name, work address, e-mail address, and telephone numbers.
5. The parties agree to participate in the STC committee goods and services selection process seeking collaboration to determine the best regional solutions. A single vendor is preferred to increase purchase power and reduce maintenance costs. When absolutely necessary, a multi-vendor good/service solution will be considered only if it best meets the regional requirements.
6. If a single source good or service is identified as the best regional solution, the parties agree to work within the STC committee process to work out any dispute resolution.
7. The STC Regional Partners will use any equipment or goods received 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.
8. The STC Regional Partners agree to reasonably participate in all region training exercises providing sufficient personnel and equipment as determined necessary by the STC committee process.
9. The STC Regional Partners agree to comply with MOPSHS guidelines regarding documentation and submission requirements for reimbursement for training and exercise participation in furtherance of the STC Program.
10. Any amendments to this agreement must be in writing and signed by authorized representatives of the parties.

11. This agreement will remain in effect from the date each STC Regional Partner's authorized representative signs the Agreement, unless terminated by either party within 30 days of written notification. In the event that an STC Regional Partner requests to opt out of this Agreement, any equipment received or purchased through the STC Program shall be returned to MOPSHS for redistribution among the remaining STC Regional Partners.

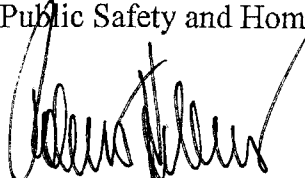
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates appearing opposite their respective signatures.



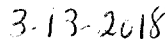
George Buenik
Director
City of Houston – Mayor's Office of
Public Safety and Homeland Security



Date



Robert E. Hebert
County Judge
Fort Bend County



Date